TITLE PAGE

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 805 Central Expressway South, Suite 100, Allen, TX, 75013. This tariff complies with Missouri Public Service Commission rules and Missouri statutes applicable to the Company.

Sage Telecom, Inc. operates as a competitive telecommunications company.

Issued: January 10, 2002

Effective: February 9, 2002

Issued By: James E. Kennedy Vice President, Business Development Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789

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LIST OF WAIVERS

Sage Telecom, Inc. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

Statutes

| Section 392.210.2 | -Uniform system of accounts used for annual reports |
|---------------------|---|
| Section 392.240 (1) | -Ratemaking |
| Section 392.270 | -Property valuation (ratemaking) |
| Section 392.280 | -Depreciation accounts |
| Section 392.290 | -Issuance of securities |
| Section 392.300.2 | -Acquisition of stock |
| Section 392.310 | -Stock and debt issuance |
| Section 392.320 | -Stock dividend payments |
| Section 392.330 | -Issuance of securities, debt and notes |
| Section 392.340 | -Reorganization(s) |

Commission Rules

| 4 CSR 240-10.020 | -Income on Depreciation Fund Investments |
|------------------------|---|
| 4 CSR 240-30.010(2)(C) | -Posting of exchange rates at central operating offices |
| 4 CSR 240-30.040 | -Uniform System of Accounts |
| 4 CSR 240-33.030 | -Informing Customers of Lowest Priced Services |
| 4 CSR 240-35 | -Reporting of Bypass and Customer-Specific Arrangements |
| | |

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TARIFF FORMAT SHEET

- 1. <u>Page Numbering</u>. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
- 2. <u>Page Revisions Numbers</u>. Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Utility Commission of Missouri. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Commission is not always the tariff page in effect. Business Customers should consult with check sheet for the page currently in effect.
- 3. <u>Paragraph Numbering Sequence</u>. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 1. 1.1, 1.1,1. 1.1,1.A. 1.1,1.A.1. 1.1,A.1.(a) 1.1,1.A.1.(a)(I)(i) 1.1,1.A.1.(a)(I)(i) 1.1,1.A.1.(a)(I)(i)(1)
- 4. <u>Check List of Effective Pages</u>. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, *etc.*). Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.
- 5. Symbols Used in This Tariff.
 - (AT) To signify addition to text.
 - (C) To signify a correction.
 - (CP) To signify a change in practice.
 - (CR) To signify a change in rate.
 - (CT) To signify a change in Text.
 - (DR) To signify a discontinued rate.
 - (FC) To signify a change in format lettering or numbering.
 - (MT) To signify moved text.
 - (NR) To signify a new rate.
 - (RT) To signify a removal of text.

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APPLICATION OF TARIFF

This tariff applies to the resold and facilities-based local exchange telecommunications services furnished by Sage Telecom, Inc. ("Sage" or "Company") in the State of Missouri. This tariff applies to residential and business customers.

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Issued By: James E. Kennedy Vice President, Business Development Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789

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SECTION 1 - DEFINITIONS

<u>Account</u> - Either a Customer's physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

<u>Alternative Local Exchange Carrier (</u>"ALEC") or Competitive Local Exchange Carrier ("CLEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

<u>Application for Service</u> - The Sage order process that includes technical, billing and other descriptive information provided by the Customer that allows Sage to provide requested communications Services for the Customer and Customer's Authorized Users. Upon acceptance by Sage, the Application for Service becomes a binding contract between the Customer and Sage for the provision and acceptance of Services.

<u>Authorization Code</u> - A multi-digit code that enables a Customer to access Sage's network and enables Sage to identify the Customer's use for proper billing. Also called a Personal Identification Code or PIN.

Authorized User - A person, firm, or corporation, who is authorized by the Customer to be connected to the Service of the Customer.

<u>Billing Hierarchy</u> - Allows Customers to combine multiple accounts and Services into a single billing structure. Business Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Business Customer may specify where the invoices are to be sent and who is to receive them.

Business Hours - The phrase "business hours" means the time after 8:15 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

<u>Business Office</u> - The phrase "business office" means the primary location where the business operations of Sage are performed and where a copy of Sage's tariff is made available for public inspection. The address of the business office is 805 Central Expressway South, Suite 100, Allen, Texas 75013-2789.

Called Station - The terminating point of a call (i.e., the called number).

<u>Calling Station</u> - The originating point of a call (*i.e.*, the calling number).

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier - The term "Carrier" means Sage Telecom.

<u>Central Office</u> - A Local Exchange Carrier's office where a Customer's lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.

<u>Competitive Local Exchange Carrier</u> ("CLEC") or Alternative Local Exchange Carrier ("ALEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Commission -- Missouri Corporation Commission ("KCC").

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SECTION 1 - DEFINITIONS

Company - The term "Company" means Sage Telecom.

<u>Customer</u> - The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this Tariff. See "End User".

<u>Customer-Provided Equipment</u> - Telecommunications equipment provided by a Customer used to originate calls using Sage's service located at the originating location.

Day - The term "day" means 8:00 A.M. to, but not including, 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

<u>Delinquent or Delinquency</u> - An account for which payment has not been made in full on or before the last day for timely payment.

Digital Transmission - Information transmitted in the form of digitally encoded signals.

<u>End User</u> - The ultimate user of the telecommunications services and who orders service and is responsible for payment of charges due in compliance with the Company's price list regulations. See "Customer".

Exchange Area - A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to Sage Services.

FCC - Federal Communications Commission.

<u>Holiday</u> - The term "holiday" means 8:00 A.M. to, but not including, 11:00 P.M. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Incumbent Local Exchange Carrier ("ILEC") or Local Exchange Carrier ("LEC") - is any local exchange carrier that was as of February 8, 1996 deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69,601(b) of the FCC's regulations.

Incomplete Call - Any call where voice transmission between the calling party and the called station is not established (*i.e.*, busy, no answer, etc.).

Interexchange Carrier (IXC) - A common carrier that provides long distance domestic and international communication services to the public.

Local Access Transport Area ("LATA") - The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in <u>United States v. Western Electric Co., Inc.</u>, 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication services.

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SECTION 1 - DEFINITIONS

Local Exchange Company (LEC) - A company that furnishes local exchange telephone services.

Local Exchange Service - is an arrangement which connects the residential End User's location to the LEC's network switching center, thereby allowing End User to transmit and receive local calls within the End User's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commission, then defined in the LEC's State Tariffs.

Location - A physical premise to or from which Sage provides Service.

 \underline{NXX} - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

<u>Night/Weekend</u> - The words "night/weekend" mean 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday, except from 5:00 P.M. to, but not including, 11:00 P.M.

Non-Business Hours - The phrase "non-business hours" means the time period after 5:00 P.M. and before 8:15 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

NPA - An area code, otherwise called numbering plan area.

Other Common Carrier - The term "other common carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications services.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.).

Primary Interexchange Carrier (PIC) - The interexchange carrier to which a switched access line is presubscribed.

<u>Regular Billing</u> - A standard bill sent in the normal monthly Sage billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

<u>Residential Service</u> - The phrase "residential service" means telecommunication services used primarily as nonbusiness service.

Services - Sage's regulated common carrier communications services provided under this Tariff.

Subscriber - The term "Customer" is synonymous with the term "subscriber".

Switch - The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control.

Timely Payment - A payment on a Customer's account made on or before the due date.

Underlying Carrier - A provider of interstate and intraLATA telecommunications services from whom Sage acquires services that it resells to Customers

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SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of Sage

- 2.1.1. Sage undertakes to provide local exchange telecommunications services within the State of Missouri on the terms and conditions and at the rates and charges specified herein.
- 2.1.2. Sage installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the Sage network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3. Sage's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2. Use of Service

- 2.2.1. Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the Federal Communications Commission.
- 2.2.2. Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

2.3. Limitations

- 2.3.1. Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of Sage to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Service. Sage will make all reasonable efforts to secure the necessary facilities.
- 2.3.2. Sage reserve the right to limit or to allocate the use of existing facilities, or to additional facilities offered by Sage, when necessary because of lack of facilities, relevant resources, or due to causes beyond Sage's control. In addition, Sage reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff.
- 2.3.3. Sage does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.
- 2.3.4. Sage reserves the right to refuse service to Customers due to insufficient or invalid charging information.
- 2.3.5. Sage may block calls that are made to certain cities or central office exchanges, or use certain Authorization Codes as Sage, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service.

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SECTION 2 - RULES AND REGULATIONS

2.3. Limitations (cont'd)

- 2.3.6 Sage will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. Sage 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. Sage shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, Sage will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at time that will cause the least inconvenience. When Sage is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.
- 2.3.7 Sage may refuse, suspend, limit, or cancel the customer's ability to receive inbound collect calls immediately and without prior notice in the event that usage of collect calling and/or third party number calls is suspected to be fraudulent or beyond the customer's ability to pay. The customer's ability to receive or complete such calls shall be reinstated upon receipt of payment for all current charges.

2.4 Liabilities of Sage

- 2.4.1. Sage's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does Sage's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.9 of this Tariff.
- 2.4.2. When the facilities of other carriers are used in establishing connections to points not reached by Sage's facilities, Sage is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless Sage from any third-party claims for such damages referred to in Section 2.4.1.
- 2.4.3. In no event will Sage be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. Sage will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.
- 2.4.4. Sage does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Sage harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, 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 directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.

Issued: August 24, 2004

Issued By: Robert W. McCausland Vice President, Regulatory Affairs Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789 Effective: September 23, 2004

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- 2.4. Liabilities of Sage (cont'd)
 - 2.4.5. Sage is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by Sage on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Sage negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Sage without written authorization. The Customer will indemnify and save harmless Sage from any claims of the owner of the Customer's premises or other third party claims for such damages.
 - 2.4.6. Sage and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party.
 - 2.4.7. Sage is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Sage network.
 - 2.4.8. Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Sage facility that provides interconnection. Sage shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.
 - 2.4.9. Sage will not be responsible if any changes in its service cause hardware or software not provided by Sage to become obsolete, require modification or alternation, or otherwise affect the performance of such hardware or software.
 - 2.4.10. The Company shall use reasonable efforts to make services available by the estimated service date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Company is relying solely upon such LEC to meet such estimated due date which is beyond the Company's control.

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- 2.4. <u>Liabilities of Sage</u> (cont'd)
 - 2.4.11. With respect to the services, materials and equipment provided hereunder, Sage makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
 - 2.4.12. For errors or omissions in listings in alphabetical telephone directories and information records furnished without additional charge, the Company shall have no liabaility.

Subject to the provision of Section 2.4 of this Tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), or in information records, an amount within the following limits:

- 1. For listings in alphabetical telephone directories furnished at additional charge, as set forth herein, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
- 2. For listings in the information records furnished at additional charge, as set forth herein, an amount not in excess of the charge for the listing during the period of omission or error.

2.5 Responsibilities of the Customer

- 2.5.1. The Customer must initiate a service order pursuant to Section 2.6 of this Tariff.
- 2.5.2. 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 Sage, except upon the written consent of Sage. The equipment Sage provides or installs at the Customer premises for use in connection with the service Sage offers shall not be used for any purpose other than for which it was provided.
- 2.5.3. The Customer shall ensure that the equipment and/or system is properly interfaced with Sage's facilities or service. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Sage will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.4. The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Sage's service. The Customer shall be responsible for payment of all applicable charges for services provided by Sage and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.
- 2.5.5. Sage shall be indemnified and held harmless by the Customer against claims of liable, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Sage's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Sage's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with Sage's service. The Customer shall be liable for:

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2.5. <u>Responsibilities of the Customer</u> (cont'd)

- 2.5.5.A. Loss due to theft, fire, flood, or other destruction of Sage's equipment or facilities on Customer's premises.
- 2.5.5.B. Reimbursing Sage for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.
- 2.5.5.C. Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless Sage specifically authorizes said visit or repairs in advance of the occurrence and Sage agrees in advance to accept the liability for said repairs or visit.
- 2.5.5.D. Payment for all Sage service charges incurred through usage or direct action on the part of the Customer.
- 2.5.6. The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive Sage's services. If the verification (i.e., a letter of authorization) cannot be produced within five (5) calendar days of the request, the presubscription of the Customer's locations are considered unauthorized.
- 2.5.7. The Customer shall not use the Sage name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from Sage. The Customer shall not use the Sage name, logo or trademark in any pre-sale activities. The Customer is prohibited from using Sage's name or trademark on any of the Customer's products or services.
- 2.5.8. Customer may not assign or transfer any of its rights or services ordered without the prior written consent of Sage. Sage may assign any service orders to its parent company or any affiliate. Sage will notify Customers of any such assignment.

2.6 Application for Service

- 2.6.1. Applicants wishing to obtain service must initiate a service order which may include the Customer's authorization for Sage to instruct other carriers and vendors and the appropriate LEC to provide certain services on the Customer's behalf. Sage will obtain the proper authorization from the Customer where necessary, pursuant to Commission regulations. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.
- 2.6.2. An Application for Service may be changed by Customer upon written notice to Sage, subject to acceptance and confirmation by Sage, provided that a charge shall apply to any change when the request is received by Sage after notification by Sage of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by Sage in accommodating each change, less net salvage. The costs incurred by Sage will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

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- 2.6. <u>Application for Service</u> (cont'd)
 - 2.6.3. Where the Customer or applicant cancels an Application for Service prior to the start of installation of service, lease of network elements, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by Sage shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by Sage will include the direct and indirect costs of facilities specifically leased, provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

2.7. Establishing Credit, Deposits and Advance Payments

- 2.7.1. Credit Requirement
 - 2.7.1.A. Sage may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the end-user from complying with Sage's policy regarding the prompt payment of bills.
 - 2.7.1.B. For the purposes of this rule, "applicant" is to be defined as a person who applies for service for the first time or reapplies at a new or existing location after a previous discontinuance of service; "customer" is defined as someone who is currently receiving service.
- 2.7.2. Reestablishment of Credit

Any applicant who previously has been an end-user of Sage and whose service has been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts due Sage or execute a deferred payment agreement.

2.7.3. Deposits and Interest

Sage does not require deposits at this time.

2.8. Billing and Payment Procedures

- 2.8.1. A. Sage issues bills on a monthly basis with bills rendered on or about the same day each month.
 - B. Sage will not alter the customer's billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a customer requests a number or billing change or when the customer disconnects and reconnects service or transfers service from one premises to another.
 - C. Sage allows customers at least 21 days to pay bill charges and offers a preferred payment date plan pursuant to Missouri Public Service Commission Rule CSR 240-33.040 (3)&(4) as may be amended from time to time.
 - D. Sage charges 1.5 percent for delinquent past due balances.

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- 2.8. <u>Billing and Payment Procedures</u> (cont'd)
 - E. Sage sets forth the following on all bills:
 - 1. the number of access lines for which charges are stated
 - 2. the beginning or ending dates of the billing period
 - 3. the date the bill becomes delinquent if not paid on time
 - 4. penalty fees and advanced payments
 - 5. the unpaid balance, if any
 - 6. the amount for basic service
 - 7. an itemization of the amount due for all other regulated or nonregulated services including the date and duration (in minutes or seconds) of each toll call if such service is provided as an individual service
 - 8. the amount due for all regulated or nonregulated services offered at a packaged rate and an itemization of each service included in the package
 - 9. an itemization of the amount due for taxes, franchise fees, Relay Missouri surcharge, 911 surcharges (if applicable) and other surcharges as may be necessary and appropriate.
 - 10. the total amount due
 - 11. if applicable, the amount of a deposit and interest accrued on a deposit which has bee credited to the charges stated
 - 12. a toll free number where inquiries and/or dispute resolutions may be made for each company with charges appearing on a customer's bill
 - 13. any other credits and charges applied to the account during the current billing period
 - F. During the first billing period in which a customer receives service, Sage provides each customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.
 - G. The amount of any deposit held by the company and the interest accrual rate shall be stated on the first bill for which a customer received service and on the last bill for which the customer received service.
 - 2.8.1. The Customer is responsible for the payment of all charges for facilities and services furnished by Sage to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.
 - 2.8.2. For billing of monthly charges, service is considered to be established upon the day in which Sage notifies the Customer of installation and testing of the Customer's services.
 - 2.8.3. Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer will be the rates in effect on the first day of the Customer's billing cycle.
 - 2.8.4. Monthly charges for all access service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.

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2.8. <u>Billing and Payment Procedures</u> (cont'd)

- 2.8.5. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Sage or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or certain major credit cards. Customer payments are considered prompt when received by Sage or its agent by the due date on the bill. Amounts not paid within twenty-one (21) days after the mail date of invoice will be considered past due. In the event that a postmark on a customer's payment received after the due date is not discernible, a three day mailing period will be presumed. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of Sage are not open to the general public, the final payment date shall be extended through the next business day. If Sage becomes concerned at any time about the ability of a Customer to pay its bills, Sage may require that the Customer pay its bills and make such payments in cash or the equivalent of cash.
- 2.8.6. Any disputed charge may be brought to Sage's attention by verbal or written notification. In the case of a billing dispute between the Customer and Sage that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The Customer may request an in-depth investigation into the disputed amount and a review by a Sage manager. During the period that the disputed amount is under investigation, Sage shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, Sage may discontinue service. In the event the dispute is not resolved, Sage shall inform the customer that the customer has the option to pursue the matter with the Public Utility Commission.
- 2.8.7. The Customer is responsible to pay Sage for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.
- 2.8.8. Sage may assess up to a twenty-five dollar (\$25) charge for each returned check or credit card chargeback.
- 2.8.9. If service is suspended/disconnected by Sage in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable installation charges if service was disconnected, or a reconnect fee if service was suspended.
- 2.8.10. When a customer is unable to pay a charge in full when due, Sage shall permit the customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed by both Sage and the customer. A copy of the settlement agreement shall be delivered or mailed to the customer upon request by the customer. Settlement agreements are only set up at the request of the customer. Settlement agreements are intended to function as a short-term solution and will be reviewed and approved on an individual case basis.

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SECTION 2 - RULES AND REGULATIONS

2.9. Interruption of Service

2.9.1. Credit allowance for the interruption of service that is not due to Sage'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 herein. It shall be the obligation of the Customer to notify Sage immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Sage's facilities.

An adjustment or refund shall be made:

1. Automatically, if the service interruption lasts for more than forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount; and

2. Upon subscriber oral or written request, if the service interruption lasts twenty-four (24) to forty-ight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount.

- 2.9.2. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.9.3. The Customer shall be credited for an interruption at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

Credit = A/720 x B "A" - outage time in hours "B" - total monthly charge for affected facility

2.9.4. If written notice of a dispute as to charges is not received by the Company within 180 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.

2.10. <u>Restoration of Service</u>

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.11. Disconnection of Service by Customer

- 2.11.1. By giving notice, Customer may disconnect service at any time following its minimum service requirement(s).
- 2.11.2. The Customer will be responsible for all charges until the disconnect is effected. For nonusage sensitive charges, Customer will be liable for the entire monthly recurring charge during the month Customer's service terminates. If the Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.
- 2.11.3. If a customer purchases Sage's bundled offering and subsequently disconnects Sage's local service and purchases (AT) local service from a different carrier, the customer can contact Sage to obtain the proper PIC code for the third-party provider of long-distance services.

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Issued By: Gary P. Nuttall Vice President, Chief Technical Officer Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Ailen, Texas 75013-2789

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2.12. Cancellation for Cause

- 2.12.1 The Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:
 - A. Nonpayment of an undisputed delinquent account. Service will not be suspended or discontinued for nonpayment of a delinquent charge until Sage has notified the customer in writing at least ten days in advance of the suspension or discontinuance. Additionally, Sage will make reasonable efforts to contact the customer at least 24 hours in advance prior to suspending or disconnecting service.
 - B. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
 - C. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
 - D. Misrepresentation of identity in obtaining telephone utility service.
 - E. Failure to post a required deposit or guarantee.
 - F. Failure to comply with terms of a settlement agreement.
 - G. As provided by state or federal law.
- 2.12.2 Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.
- 2.12.3 Service may not be discontinued by Sage for failure to pay charges not subject to the Missouri Public Service Commission's jurisdiction unless specifically authorized in Sage's tariffs approved by the Commission.
- 2.12.4 Customers shall have a minimum of 21 days from the rendition of a bill to pay the charges stated.
- 2.12.5 Service shall not be discontinued unless written notice by first-class mail is sent or delivered to the customer at least 10 days prior to the date of the proposed discontinuance.
- 2.12.6 At least 24 hours preceding a discontinuance, Sage shall make reasonable efforts to contact the customer to advise them of the proposed discontinuance and what steps must be taken to avoid it.
- 2.12.7 Sage Notices of Discontinuance shall contain the following information:
 - A. the name and address and the telephone number of the customer
 - B. a statement of the reason for the proposed discontinuance and the cost to the customer for reconnection
 - C. the date after which service will be discontinued unless appropriate action is taken
 - D. how a customer may avoid the discontinuance
 - E. the customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full
 - F. the telephone number where the customer may make an inquiry

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2.12. <u>Cancellation for Cause</u> (Cont'd)

2.12.7 (Cont'd.)

- G. a statement that this notice will not be effective if the charges involved are part of an unresolved dispute
- H. a statement of the exception for medical emergency as follows:

Sage will postpone a discontinuance for at least 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide Sage with reasonable evidence of such necessity.

2.13. Notice and Communication

- 2.13.1. The Customer shall designate on the Application for Service an address to which Sage shall mail or deliver all notices and other communications, except that Sage may also designate a separate address to which Sage's bills for service shall be mailed.
- 2.13.2. Sage shall designate on the Application for Service an address to which the Customer shall mail or deliver all notices and other communications, except that Sage may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.13.3. All notices or other communications required to be given pursuant to this Tariff shall be made in writing to Sage at 805 Central Expressway South, Suite 100, Allen, Texas 75013-2789 or by calling (214) 495-4700. Notices and other communications of either party, and all bills mailed by Sage, 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.
- 2.13.4. Sage 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.

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2.14. Taxes, Surcharges and Utility Fees

Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, municipal utilities tax, 911 surcharges or fees) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff. There shall be added to the Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of Sage by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Customer will appear as a separate line item on the Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

2.15. Customer Billing Inquiries

Any customer who has a question regarding his/her telephone bill may contact Sage toll free at (888) 449-4940, or at 805 Central Expressway South, Suite 100, Allen, Texas 75013-2789.

2.16. Missouri Universal Service Fund

The Missouri Universal Service Fund has been established by the State of Missouri to help pay for keeping local phone rates affordable for low income customers. The amount of the surcharge will be consistent with the rate set by the Commission from time to time.

2.17 Statement of Company and Residential Customer Rights

A copy of the following Statement will be sent to all residential customers:

"Rights and Responsibilities of Missouri Residential Telephone Customer

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone customer.

Your Telephone Bill

You will receive a telephone bill from us each month. Sage Telecom provides local and long distance service. Sage Telecom does not require a deposit for service. Payment in full is due within 21 days of the date of the bill. If we do not receive your payment within 21 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

Payment Arrangements

Payments must be sent to Sage Telecom or made at one of our Agent locations. Payment for service may be made by credit card or check, or may be paid in cash at an authorized Agent location. If you are temporarily having difficulty paying your telephone bill, please call Sage Telecom immediately at 1-888-269-8741. By doing this, you may avoid having your phone service suspended or disconnected.

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2.17 Statement of Company and Residential Customer Rights (cont'd)

Disconnection or Suspension of Telephone Service

Your telephone service is subject to disconnection or suspension for any of the reasons listed below. If service is disconnected, a new telephone number will be assigned and you will be required to pay installation charges again. If service is suspended, your telephone number is reserved for 30 days and you will be charged a reconnect fee.

- 1. Nonpayment of an undisputed delinquent account. Your service will not be suspended or discontinued for nonpayment of a delinquent charge until sage Telecom has notified you in writing at least ten days in advance of the suspension or discontinuance. Additionally, Sage Telecom will make reasonable efforts to contact you at least 24 hours in advance prior to suspending or disconnecting your telephone service.
- Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or possibility of damage or destruction to such equipment.
- 3. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- 4. Misrepresentation of identity in obtaining telephone utility service.
- 5. Failure to post a required deposit or guarantee.
- 6. Failure to comply with terms of a settlement agreement.
- 7. As provided by state or federal law.

Reconnection of Service

After local telephone service has been suspended or disconnected, Sage Telecom will restore your service when the reason for the suspension or disconnection has been remedied. Before restoring your service, the following will be required:

Payment for all undisputed amounts must be received by Sage Telecom or its authorized Agent.

- 1. Installation charges must be paid again if your service has been disconnected.
- 2. A reconnect fee must be paid if your service has been suspended.

Procedures for Handling Inquiries and Complaints

Telephone inquires may be directed to Sage Telecom at 1-888-449-4940. Written inquiries may be directed to Sage Telecom, Inc., 805 Central Expressway South, #100, Allen, Texas 75013, Attn: Customer Care.

Filing a Complaint with the Missouri Public Service Commission

If Sage Telecom cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 301 West High Street, Room 530, Jefferson City, Missouri 65101, toll free at 800-392-4211 to file an informal complaint.

If your complaint cannot be resolved informally, you may file a formal complaint in writing with the Missouri Public Service Commission at their mailing address: P.O. Box 360, Jefferson City, Missouri 65102.

Also, the Missouri Office of the Public Counsel, representing the public before the Public Service Commission, has an office at 200 Madison Street, Suite 600, P.O. Box 7800, Jefferson City, Missouri 65102. The Public Counsel's telephone number is 573-751-4857."

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Local Exchange Telecommunications Services

- 3.1.1. <u>General</u> Local Exchange Telecommunications Services consist of the services offered pursuant to this Tariff, either individually or in combination. Each service is offered independently of the other and is offered via Sage's facilities, conventional network elements purchased from other local exchange carriers, or via resale of facilities of other local exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted. A connection to Sage's switching network enables the Customer to:
 - 1. receive calls from other stations on the public switched telephone network;
 - 2. access Sage's Local Exchange calling services as set forth in this Tariff;
 - 3. access intrastate, interstate and international calling services provided by Sage and other certified common carriers;
 - 4. access toll-free telecommunications services such as 800 NPA;
 - 5. access 9-1-1 service for emergency calling; and
 - 6. access other operator and directory assistance services.
- 3.1.2. <u>Service Description</u> Service provides Residential and Business Customers with the ability to originate calls from a Sage-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges included in the Customer's local calling area.

Following are types of orders for Local Exchange Service that Sage will accept:

Conversions

The following are types of customers and/or telephone lines Sage will convert:

- 1. Customers with active Southwestern Bell local telephone service on Southwestern Bell access lines ("local loops"). Subscribers of Southwestern Bell's Prepaid Local Telephone Service (PLTS) or Prepaid Home Service (PHS) do not qualify under this definition.
- 2. Customers with active service on Southwestern Bell local loops provided by the following qualified resellers and/or CLECs:

| - GTE | - A T & T | - MCI Worldcom |
|-------------------|----------------------------|----------------|
| - Valu-Line | - CapRock | - Birch |
| - Z-Tel | - NTS | - Capital |
| - Hyperion | - Allegiance | - Logix |
| - Ionex | - IWL | - Sprint |
| - Premier Network | - Fairpoint Communications | - |
| - Talk.com | - Network Intelligence | - Techtel |
| - ATS | - Vartec | - Comcast |
| - Excel | | |

Orders for local telephone service provided by any other company will not be accepted. Customers in this category must first obtain local telephone service from SWBT or one of the qualified resellers listed above.

Issued: September 24, 2003

Issued By: Robert W. McCausland Vice President, Regulatory Affairs Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789 Effective: October 24, 2003

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. <u>Telecommunications Services</u> (cont'd)

3.1.2. Local Exchange Service (cont'd)

New Installations

Following are types of new line installations that Sage Telecom will perform:

- 1. Additional new lines for Sage Telecom customers who have service or are in the process of converting existing service at that location to Sage Telecom.
- 2. Physical move of lines and service for existing Sage Telecom customers to a new location.
- 3. An existing business customer that is opening up a new and separate location under the same business name, provided that the customer is in good standing. A customer is in good standing if they have been a customer of Sage for at least ninety (90) days **AND** have paid their last three (3) consecutive bills on time. Orders must be approved in advance by either the Vice President, Business Development or the Chief Financial Officer.

Following are types of orders Sage will not accept:

- 1. Installation of lines at locations that have never had local telephone service, with the exception of physical moves noted under item 2 above.
- 2. New installations where the customer is not converting existing local telephone service.

Residential and Business Customers may choose from one of the Local Service Plans in Section 3.1.4 and are assessed a flat monthly fee based on their local service plan(s) and originating exchange that entitles the customer to unlimited usage.

- 3.1.2.A. <u>Business Services</u> Business Services provide the Customer with the general telecommunications services listed in Section 3.1.1 of this Tariff with the following modifications, limitations and restrictions:
 - Business Services cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., N.A. 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by Sage, unless otherwise requested by customer to be unblocked.
 - 2. Service is furnished only for use by the Business Customer, guests, employees and business associates.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. <u>Telecommunications Services</u> (cont'd)

- 3.1.2. Local Exchange Service (cont'd)
 - 3.1.2.A. Business Services
 - 3. Service is available whenever the use of the service is primarily or substantially of a business, professional institution or otherwise occupation nature, or where the listing required is such as to indicate business use. Business rates are applicable to:
 - a. Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public, private or parochial schools, hospitals, nursing homes, libraries, institutions, churches and all other establishments of a strictly business nature.
 - b. Any location where a business designation is provided or when a title indicating a trade, occupation or profession is listed.
 - c. Service terminating solely on the answering service facilities of a telephone answering firm will carry business rates.
 - d. Residential locations where the Business customer has no regular business telephone service and the use of the service by the Business Customer, members of the household, or guests is of a business nature as may be indicated by advertising through newspapers, handbills, billboards, circulars, business cards, or otherwise.
 - 3.1.2.B. <u>Residential Services</u> Residential Services provide the Customer with the general telecommunications services listed in Section 3.1.1 of this Tariff and is not available to those locations governed by Section 3.1.2.A.
 - Residential Services cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., N.A. 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by Sage, unless otherwise requested by the customer to be unblocked.
 - 2. Service offerings that include unlimited usage are limited to use for residential voice (AT) applications. This includes service offerings providing for unlimited local usage, unlimited intraLATA usage and/or unlimited interLATA usage. No commercial use of any form is permitted for such unlimited service offerings. Incidental calling for dial-up internet access, for data and fax type applications and for other similar restricted uses reflected in this tariff is permitted up to a maximum of 1,000 minutes within any thirty-day period; any such usage beyond this threshold shall be presumed to be non-residential in nature. If, at any time, the Company determines that the Customer's usage is non-residential or is not consistent with use for residential voice applications, the Company may immediately take actions to enforce adherence to this tariff and to the Company's Statement of Terms and Conditions of Service that are applicable to interLATA and international long distance.

Issued: January 27, 2004

Issued By: Robert W. McCausland Vice President, Regulatory Affairs Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789

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Effective: February 26, 2004

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. <u>Telecommunications Services</u> (cont'd)

3.1.3. Service Areas and Local Calling Scopes

3.1.3.A. Sage provides residential and business telecommunications services, as described in this tariff, within the Southwestern Bell Telephone Company (SWBT) exchanges noted below. Sage concurs in the maps and legal description of the exchanges below as filed with the Missouri Public Service Commission by SWBT.

| Exchange Name | Exchange Name | Exchange Name |
|------------------|---------------------|------------------------|
| Adrian | De Kalb | Holcomb |
| Advance | De Soto | Homersville |
| Agency | Deering | Imperial |
| Altenburg-Frohna | Delta | Jackson |
| Antonia | Dexter | Jasper |
| Archie | Downing | Joplin |
| Argyle | East Prairie | Kennett |
| Armstrong | Edina | Kirksville |
| Ash Grove | Eldon | Knob Noster |
| Beaufort | Elsberry | La Monte |
| Bell City | Essex | Lake Ozark-Osage Beach |
| Benton | Eureka | Lamar |
| Billings | Excelsior Springs | Lancaster |
| Bismarck | Farley | Leadwood |
| Bloomfield | Farmington | Lilbourn |
| Bloomsdale | Fayette | Linn |
| Bonne Terre | Fenton | Lockwood |
| Boonville | Festus-Crystal City | Louisiana |
| Bowling Green | Fisk | Macks Creek |
| Brookfield | Flat River | Malden |
| Camdenton | Frankford | Manchester |
| Campbell | Fredericktown | Marble Hill |
| Cape Girardeau | Freeburg | Marceline |
| Cardwell | Fulton | Marionville |
| Carl Junction | Gideon | Marshall |
| Carrollton | Glasgow | Marston |
| Carthage | Grain Valley | Maxville |
| Caruthersville | Gravois Mills | Meta |
| Cedar Hill | Gray Summit | Mexico |
| Center | Greenwood | Moberly |
| Chaffee | Hannibal | Monett |
| Charleston | Harvester | Montgomery City |
| Chesterfield | Hayti | Morehouse |
| Chillicothe | Herculaneum-Pevely | Neosho |
| Clarksville | Higbee | Nevada |
| Clever | High Ridge | New Franklin |
| Climax Springs | Hillsboro | New Madrid |

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Issued By: James E. Kennedy Vice President, Business Development Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789 Effective: February 9, 2002

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. <u>Telecommunications Services</u> (cont'd)

3.1.3. Service Areas and Local Calling Scopes

| Exchange Name | Exchange Name | Exchange Name |
|--|--|---|
| Oak Ridge | Richmond | St. Marys |
| Old Appleton | Richwoods | Stanberry |
| Oran | Risco | Trenton |
| Pacific | Rushville | Tuscumbia |
| Patton | San Antonio | Union |
| Paynesville | Scott City | Valley Park |
| Pertyville | Sedalia | Versailles |
| Pierce City | Senath | Vienna |
| Pocahontas | Sikeston | Walnut Grove |
| Pond | Slater | Wardell |
| Poplar Bluff | Smithville | Ware |
| Portage Des Sioux | South Arkansas City | Washington |
| Portageville | St. Charles | Webb City |
| Puxico | St. Clair | Wellsville |
| Qulin | St. Genevieve | Westphalia |
| | St. Joseph | Wyatt |
| | | |
| Kansas City | St. Louis Metropolitan | Springfield |
| | | |
| Metropolitan Exchange | Exchange | Metropolitan Exchange |
| Metropolitan Exchange Principal Zone | Exchange Principal Zone | Metropolitan Exchange Principal Zone |
| Metropolitan Exchange Principal Zone Kansas City | Exchange Principal Zone St. Louis | Metropolitan Exchange Principal Zone Springfield |
| Metropolitan Exchange Principal Zone | Exchange Principal Zone | Metropolitan Exchange Principal Zone Springfield MCA-1 Zones |
| Metropolitan Exchange Principal Zone Kansas City | Exchange Principal Zone St. Louis | Metropolitan Exchange Principal Zone Springfield MCA-1 Zones Fair Grove |
| Metropolitan Exchange Principal Zone Kansas City MCA-1 Zones Gladstone Independence | Exchange <u>Principal Zone</u> St. Louis <u>MCA-1 Zones</u> Ferguson Ladue | Metropolitan Exchange <u>Principal Zone</u> Springfield <u>MCA-1 Zones</u> Fair Grove Nixa |
| Metropolitan Exchange <u>Principal Zone</u> Kansas City <u>MCA-1 Zones</u> Gladstone | Exchange <u>Principal Zone</u> St. Louis <u>MCA-1 Zones</u> Ferguson Ladue Mehlville | Metropolitan Exchange <u>Principal Zone</u> Springfield <u>MCA-1 Zones</u> Fair Grove Nixa Republic |
| Metropolitan Exchange <u>Principal Zone</u> Kansas City <u>MCA-1 Zones</u> Gladstone Independence Parkville Raytown | Exchange Principal Zone St. Louis MCA-1 Zones Ferguson Ladue Mehivilie Overland | Metropolitan Exchange <u>Principal Zone</u> Springfield <u>MCA-1 Zones</u> Fair Grove Nixa Republic Rogersville |
| Metropolitan Exchange <u>Principal Zone</u> Kansas City <u>MCA-1 Zones</u> Gladstone Independence Parkville | Exchange Principal Zone St. Louis MCA-1 Zones Ferguson Ladue Mehlville Overland Riverview | Metropolitan Exchange <u>Principal Zone</u> Springfield <u>MCA-1 Zones</u> Fair Grove Nixa Republic Rogersville Strafford |
| Metropolitan Exchange <u>Principal Zone</u> Kansas City <u>MCA-1 Zones</u> Gladstone Independence Parkville Raytown | Exchange Principal Zone St. Louis MCA-1 Zones Ferguson Ladue Mehlville Overland Riverview Sappington | Metropolitan Exchange <u>Principal Zone</u> Springfield <u>MCA-1 Zones</u> Fair Grove Nixa Republic Rogersville |
| Metropolitan Exchange Principal Zone Kansas City MCA-1 Zones Gladstone Independence Parkville Raytown South Kansas City | ExchangePrincipal ZoneSt. LouisMCA-1 ZonesFergusonLadueMehlvilleOverlandRiverviewSappingtonWebster Groves | Metropolitan Exchange <u>Principal Zone</u> Springfield <u>MCA-1 Zones</u> Fair Grove Nixa Republic Rogersville Strafford |
| Metropolitan Exchange Principal Zone Kansas City MCA-1 Zones Gladstone Independence Parkville Raytown South Kansas City MCA-2 Zones | Exchange Principal Zone St. Louis MCA-1 Zones Ferguson Ladue Mehlville Overland Riverview Sappington Webster Groves MCA-2 Zones | Metropolitan Exchange <u>Principal Zone</u> Springfield <u>MCA-1 Zones</u> Fair Grove Nixa Republic Rogersville Strafford |
| Metropolitan Exchange Principal Zone Kansas City MCA-1 Zones Gladstone Independence Parkville Raytown South Kansas City MCA-2 Zones Belton | Exchange Principal Zone St. Louis MCA-1 Zones Ferguson Ladue Mehlville Overland Riverview Sappington Webster Groves MCA-2 Zones Bridgeton | Metropolitan Exchange <u>Principal Zone</u> Springfield <u>MCA-1 Zones</u> Fair Grove Nixa Republic Rogersville Strafford |
| Metropolitan Exchange Principal Zone Kansas City MCA-1 Zones Gladstone Independence Parkville Raytown South Kansas City MCA-2 Zones Belton Blue Springs | Exchange Principal Zone St. Louis MCA-1 Zones Ferguson Ladue Mehlville Overland Riverview Sappington Webster Groves MCA-2 Zones Bridgeton Creve Coeur | Metropolitan Exchange <u>Principal Zone</u> Springfield <u>MCA-1 Zones</u> Fair Grove Nixa Republic Rogersville Strafford |
| Metropolitan Exchange Principal Zone Kansas City MCA-1 Zones Gladstone Independence Parkville Raytown South Kansas City MCA-2 Zones Belton Blue Springs East Independence | Exchange Principal Zone St. Louis MCA-1 Zones Ferguson Ladue Mehlville Overland Riverview Sappington Webster Groves MCA-2 Zones Bridgeton Creve Coeur Florissant | Metropolitan Exchange <u>Principal Zone</u> Springfield <u>MCA-1 Zones</u> Fair Grove Nixa Republic Rogersville Strafford |
| Metropolitan Exchange Principal Zone Kansas City MCA-1 Zones Gladstone Independence Parkville Raytown South Kansas City MCA-2 Zones Belton Blue Springs East Independence Lee's Summit | Exchange Principal Zone St. Louis MCA-1 Zones Ferguson Ladue Mehlville Overland Riverview Sappington Webster Groves MCA-2 Zones Bridgeton Creve Coeur Florissant Kirkwood | Metropolitan Exchange <u>Principal Zone</u> Springfield <u>MCA-1 Zones</u> Fair Grove Nixa Republic Rogersville Strafford |
| Metropolitan Exchange Principal Zone Kansas City MCA-1 Zones Gladstone Independence Parkville Raytown South Kansas City MCA-2 Zones Belton Blue Springs East Independence Lee's Summit Liberty | ExchangePrincipal ZoneSt. LouisMCA-1 ZonesFergusonLadueMehlvilleOverlandRiverviewSappingtonWebster GrovesMCA-2 ZonesBridgetonCreve CoeurFlorissantKirkwoodTiffany Springs | Metropolitan Exchange <u>Principal Zone</u> Springfield <u>MCA-1 Zones</u> Fair Grove Nixa Republic Rogersville Strafford |
| Metropolitan Exchange Principal Zone Kansas City MCA-1 Zones Gladstone Independence Parkville Raytown South Kansas City MCA-2 Zones Belton Blue Springs East Independence Lee's Summit | Exchange Principal Zone St. Louis MCA-1 Zones Ferguson Ladue Mehlville Overland Riverview Sappington Webster Groves MCA-2 Zones Bridgeton Creve Coeur Florissant Kirkwood | Metropolitan Exchange <u>Principal Zone</u> Springfield <u>MCA-1 Zones</u> Fair Grove Nixa Republic Rogersville Strafford |

3.1.3.B. Exchanges included in Local Calling Areas:

Sage concurs with the applicable ILEC's exchanges for all customers.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)

Service Areas and Local Calling Scopes (cont'd) 3.1.3.

3.1.3.C. Sage provides the Sage Unlimited Plan to residential customers, as described in this tariff, within the Southwestern Bell Telephone Company (SWBT) exchanges noted below.

| EXCHANGE | EXCHANGE | EXCHANGE |
|---------------------|------------------------|-------------------|
| ANTONIA | GRAIN VALLEY | OVERLAND |
| ARCHIE | GRAY SUMMIT | PACIFIC |
| ASH GROVE | GRAVOIS MILLS | PARKVILLE |
| BELTON | GREENWOOD | PERRYVILLE |
| BILLINGS | HANNIBAL | POND |
| BLUE SPRINGS | HARVESTER | POPLAR BLUFF |
| BONNE TERRE | HERCULANEUM-PEVELY | PORTAGE DES SIOUX |
| BOONVILLE | HILLSBORO | RAYTOWN |
| BRIDGETON | HIGH RIDGE | REPUBLIC |
| CAMDENTON | IMPERIAL | RICHMOND |
| CAPE GIRARDEAU | INDEPENDENCE | RIVERVIEW |
| CARTHAGE | JACKSON | ROGERSVILLE |
| CEDAR HILL | JOPLIN | SAPPINGTON |
| CHESTERFIELD | KANSAS CITY | SEDALIA |
| CHILLICOTHE | KENNETT | SIKESTON |
| CLEVER | KIRKSVILLE | SOUTH KANSAS CITY |
| CREVE COEUR | KIRKWOOD | SMITHVILLE |
| DE SOTO | LADUE | SPANISH LAKE |
| DEXTER | LAKE OZARK-OSAGE BEACH | SPRINGFIELD |
| EAST INDEPENDENCE | LEE'S SUMMIT | ST. CHARLES |
| ELDON | LIBERTY | ST. CLAIR |
| EUREKA | MANCHESTER | ST. GENEVIEVE |
| EXCELSIOR SPRINGS | MARIONVILLE | ST. JOSEPH |
| FAIR GROVE | MARSHALL | ST. LOUIS |
| FARLEY | MAXVILLE | STRAFFORD |
| FARMINGTON | MEHLVILLE | TIFFANY SPRINGS |
| FENTON | MEXICO | UNION |
| FERGUSON | MOBERLY | VALLEY PARK |
| FESTUS-CRYSTAL CITY | MONETT | WALNUT GROVE |
| FLAT RIVER | NASHUA | WARE |
| FLORISSANT | NEOSHO | WASHINGTON |
| FREDERICKTOWN | NEVADA | WEBB CITY |
| FULTON | NIXA | WEBSTER GROVES |
| GLADSTONE | OAKVILLE | WILLARD |

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. <u>Telecommunications Services</u> (cont'd)

3.1.3 Service Areas and Local Calling Scopes (cont'd)

3.1.3.D. Sage provides the Simply Savings, Simply Savings PLUS, and Simply Savings Complete to residential (AT) customers, as described in this tariff, within the Southwestern Bell Telephone Company (SWBT) exchanges noted below.

| Kansas City | St. Louis Metropolitan |
|-----------------------|------------------------|
| Metropolitan Exchange | Exchange |
| Principal Zone | Principal Zone |
| Kansas City | St. Louis |
| MCA-1 Zones | MCA-1 Zones |
| Gladstone | Ferguson |
| Independence | Ladue |
| Parkville | Mehlville |
| Raytown | Overland |
| South Kansas City | Riverview |
| | Sappington |
| <u> </u> | Webster Groves |
| MCA-2 Zones | MCA-2 Zones |
| Belton | Bridgeton |
| Blue Springs | Creve Coeur |
| East Independence | Florissant |
| Lec's Summit | Kirkwood |
| Liberty | Tiffany Springs |
| Nashua | Oakville |
| 1 | Spanish Lake |

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)

3.1.4. Local Service Plans

- 3.1.4.A. <u>Residential</u>
 - 1. Basic Local Exchange Service

Basic Local Exchange Service is a single party, two-way switched service provisioned through the use of local access lines within the local calling scope.

Eligibility: Residential customers in the originating Southwestern Bell Telephone Company (SWBT) exchanges listed in Section 3.1.3.

Local Calling Area: The local calling area for an exchange is identical to the calling area defined in Sections 1.3, 1.4, and/or 1.5 of SWBT's Missouri Local Exchange Tariff.

2. Home Choice Plan

The Home Choice Plan includes the following bundle of services:

- Basic Local Exchange Service
- Caller ID Service-Free
- Free Sage 1+ long distance minutes each month. See Section 3.1.4.C for quantity and rules and regulations.

Eligibility: Residential customers in the originating Southwestern Bell Telephone Company (SWBT) exchanges listed in Section 3.1.3.A. Home Choice Plan is no longer offered to new residential customers in all zones of the Kansas City Metropolitan Exchange and all zones of the St. Louis Metropolitan Exchange, effective March 15, 2004.

Customers must choose Sage as their intraLATA toll and interLATA long distance carrier to receive the one hundred (100) minutes of Sage 1+ long distance minutes each month.

Local Calling Area: The local calling area for an exchange is identical to the calling area defined in Sections 1.3, 1.4, and/or 1.5 of SWBT's Missouri Local Exchange Tariff.

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3.1.

Replacing Original Page No. 29 **SECTION 3 - DESCRIPTION OF SERVICES** Telecommunications Services (cont'd) 3.1.4. Local Service Plans (cont'd) 3.1.4.A. Residential (cont'd) 3. Metropolitan Plan The Metopolitan Plan includes the following bundle of services: **Basic Local Exchange Service** 2-Way Metro Calling with either the Kansas City, St. Louis, or Springfield Metropolitan Exchanges, depending on the customer's originating exchange. Caller ID Service-Free Call Waiting Service - Free (AT) - Free Sage 1+ long distance minutes each month. See Section 3.1.4.C for quantity and rules and regulations. Effective October 18, 2004 new and existing customers with this (AT) service will receive 100 Free Sage 1+ long distance minutes each month. See Section 1 3.1.4.C for rules and regulations. (AT) Eligibility: Residential customers in the following Southwestern Bell Telephone Company (SWBT) exchanges: <u>K</u>1 E2 R Si A G Fa G

| <u>Kansas Cíty Metro Area</u> Excelsior Springs Richmond Smithville Archie | <u>St. Louis Metro Area</u> St. Charles Harvester Manchester Chesterfield |
|--|---|
| Greenwood | Fenton |
| Farley | Maxville |
| Grain Valley | Valley Park |
| | Festus-Crystal City |
| Springfield Metro Area | High Ridge |
| Ash Grove | Pond |
| Marionville | Imperial |
| Billings | De Soto |
| Walnut Grove | Pacific |
| Clever | Cedar Hill |
| | Eureka |
| | Herculaneum-Pevely |
| | Gray Summit |
| | Antonia |
| | Hillsboro |
| | Portage Des Sioux |
| | Ware |

Customers must choose Sage as their intraLATA toll and interLATA long distance carrier to receive the one hundred (100) minutes of Sage (CT) 1+ long distance minutes each month.

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Missouri P.S.C. Tariff No. 1 3rd Revised Page No. 30 Replacing 2nd Revised Page No. 30

SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)

Sage Telecom, Inc.

3.1.4. Local Service Plans (cont'd)

- 3.1.4.A. Residential (cont'd)
 - 3. Metropolitan Plan (cont'd)
 - Local Calling Area: The local calling area for each of the exchanges listed above is identical to the calling area defined in Sections 1.3, 1.4, and/or 1.5, plus the calling area defined in Section 1.6.3 of SWBT's Missouri Local Exchange Tariff.

4. Regional Plan

Eligibility:

Any residential customer who subscribes to Sage's Home Choice Plan or Metropolitan Plan. Regional Plan is no longer available (AT) to residential customers effective March 15, 2004. (AT) Local Calling Area: All local telephone exchanges located within the customer's LATA.

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Material previously located on this page now appears on Page 30.0.1.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. <u>Telecommunications Services</u> (cont'd)

Sage Telecom, Inc.

- 3.1.4. Local Service Plans (cont'd)
 - 3.1.4.A. <u>Residential</u> (cont'd)
 - 5. Sage Unlimited Plan

The Sage Unlimited Plan includes the following bundle of services:

Basic Local Exchange Service, including unlimited local calling

- Caller ID Service Free
- Basic Voicemail Service Free
- The following Custom Calling Features Free: Call Return Call Waiting Call Blocker Speed Calling
 - Call Forwarding Three-Way Calling Auto Redial Call Waiting ID
- Unlimited Sage 1+ long distance minutes each month. Applies to direct dialed, 1+ long distance or 1+ intraLATA toll calls made to point within the continental U.S., Alaska, Hawaii, Puerto Rico and U.S. Virgin Islands.
- Eligibility: Residential customers in exchanges listed in Section 3.1.3.C with the exception of the following exchanges:

| Kansas City Metro Area | St. Louis Metro Area | Springfield Metro Area |
|------------------------|----------------------|------------------------|
| Richmond | Herculaneum-Pevely | Ash Grove |
| Smithville | Gray Summit | Marionville |
| Archie | Antonia | Billings |
| Greenwood | Hillsboro | Walnut Grove |
| Farley | Portage Des Sioux | Clever |
| Grain Valley | Ware | |

Customers must choose Sage as their intraLATA toll and interLATA long distance carrier to receive the unlimited minutes of Sage 1+ long distance minutes each month. Sage Unlimited Plan is no longer offered to new residential customers after March 15, 2004.

The Sage Unlimited Plan cannot be used for long distance access to the Internet, or for business purposes such as telemarketing or autodialing. Unlimited long distance only applies to the telephone line on which this plan is assigned.

Material now appearing on this page was previously located on Page 30.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. <u>Telecommunications Services</u> (cont'd)

- 3.1.4. Local Service Plans (cont'd)
 - 3.1.4.A. <u>Residential</u> (cont'd)
 - 6. Sage Unlimited Plan (with metro calling)

The Sage Unlimited plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local calling
- 2-Way Metro Calling with either the Kansas City, St. Louis or Springfield Metropolitan Exchanges, depending on the customer's originating exchange.
- Caller ID Service Free
- Basic Voicemail Service Free
- The following Custom Calling Features Free:
- Call Return Call Waiting Call Blocker Speed Calling
- Call Forwarding Three-Way Calling Auto Redial Call Waiting ID
 Unlimited Sage 1+ long distance minutes each month. Applies to direct dialed, 1+ long distance or 1+ intraLATA toll calls made to points within the continental U.S., Alaska, Hawaii, Puerto Rico and U.S. Virgin Islands.

Eligibility: Residential customers in the following Southwestern Bell Telephone Company (SWBT) exchanges:

| Kansas City Metro Area | St. Louis Metro Area | | Springfield Metro Area |
|------------------------|----------------------|--------------------|------------------------|
| Excelsior Springs | St. Charles | Pacific | Ash Grove |
| Richmond | Harvester | Cedar Hili | Marionville |
| Smithville | Manchester | Eureka | Billings |
| Archie | Chesterfield | Herculaneum-Pevely | Walnut Grove |
| Greenwood | Fenton | Gray Summit | Clever |
| Farley | Maxville | Antonia | |
| Grain Valley | Valley Park | Hillsboro | |
| - | Festus-Crystal C | | |
| | High Ridge | Portage Des Sioux | |
| | Pond | Ware | |
| | Imperial | De Soto | |

Customers must choose Sage as their intraLATA toll and interLATA long distance carrier to receive the unlimited minutes of Sage 1+ long distance minutes each month. Sage Unlimited Plan (with metro calling) is no longer offered to new residential customers after March 15, 2004.

The Sage Unlimited Plan cannot be used for long distance access to the Internet, or for business purposes such as telemarketing or autodialing. Unlimited long distance only apples to the telephone line on which this plan is assigned.

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SECTION 3 - DESCRIPTION OF SERVICES

- 3.1. <u>Telecommunications Services</u> (cont'd)
 - 3.1.4. Local Service Plans (cont'd)
 - 3.1.4.A. <u>Residential</u> (cont'd)
 - 7. Simply Savings

Simply Savings includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local calling
- Caller ID Service Free
- One hundred (100) minutes of Sage 1+ long distance minutes each month
- Eligibility:Residential customers in the originating Southwestern Bell
Telephone Company (SWBT) exchanges listed in Section 3.1.3.D.
Effective October 18, 2004 this plan will be available in all
exchanges listed in Section 3.1.3.A.(AT)(AT)

Customers must choose Sage as their intraLATA toll and interLATA long distance carrier to receive the one hundred (100) minutes of Sage 1+ long distance minutes each month.

Local Calling Area: The local calling area for an exchange is identical to the calling area defined in Sections 1.3, 1.4, and/or 1.5 of SWBT's Missouri Local Exchange Tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. **Telecommunications Services** (cont'd)

- 3.1.4. Local Service Plans (cont'd)
 - 3.1.4.A. Residential (cont'd)
 - 8. Simply Savings PLUS

Simply Savings includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local calling
- Caller ID Service Free
- Call Waiting Free
- Choice of any one of the following features Free
 - **Call Forwarding**
 - Call Waiting ID
 - Call Waiting ID with Options
 - 3-Way Calling
- 250 Free Sage 1+ long distance minutes each month. .

Residential customers in the originating Southwestern Bell **Eligibility**: Telephone Company (SWBT) exchanges listed in Section 3.1.3.D. Effective October 18, 2004 this plan will be available in all exchanges listed in Section 3.1.3.A.

> Customers must choose Sage as their intraLATA toll and interLATA long distance carrier to receive the two hundred fifty (250) minutes of Sage 1+ long distance minutes each month.

Local Calling Area: The local calling area for an exchange is identical to the calling area defined in Sections 1.3, 1.4, and/or 1.5 of SWBT's Missouri Local Exchange Tariff.

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Effective: October 18, 2004

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|--------|--------------------------------------|------------|---|-----------------------------------|--|-------------------|--|--|--|
| | | | SECTION | 3 - DESCRI | PTION OF SERVICES | 50.4 | | | |
| 3.1. | Telecommunications Services (cont'd) | | | | | | | | |
| | 3.1.4. | Local Serv | vice Plans (cont'd) | | | | | | |
| | | 3.1.4.A. | Residential (cont'd) | | | | | | |
| | | | 9. Simply Savings CC |)MPLETE P | 'lan A | (C 1 | | | |
| | | | | | Plan A includes the following bundle of services: | (C1 | | | |
| | | | - Caller ID - Basic Voi | Service – Fr cemail Servi | | | | | |
| | | | Auto Redi Call Block Call Forw Call Retur Priority C Selective | ker arding m | Call Waiting Speed Calling Three-Way Calling Call Waiting ID Remote Access to Call Forwarding ding | | | | |
| | | | long distance | or 1+ intral | distance minutes each month. Applies to direct dialed, 1+ LATA toll calls made to points within the continental U.S., ico, and U.S. Virgin Islands | | | | |
|) | | | Eligibility: | Telephon Effective been dis | tial customers in the originating Southwestern Bell ne Company (SWBT) exchanges listed in Section 3.1.3.D. e October 18, 2004 Simply Savings COMPLETE Plan A has scontinued for new Sage customers. Residential customers service prior to October 18, 2004 may remain on this plan. | (A) | | | |
| | | | | interLA' | ers must choose Sage as their intraLATA toll and TA long distance carrier to receive the unlimited minutes of long distance minutes each month. | (A' | | | |
| | | | Local Calling Are | defined | l calling area for an exchange is identical to the calling area in Sections 1.3, 1.4, and/or 1.5 of SWBT's Missouri Local ge Tariff. | | | | |
| | | | Internet, or for bu | siness purp | ETE Plan A cannot be used for long distance access to the oses such as telemarketing or autodialing. Unlimited long ephone line on which this plan is assigned. | (C | | | |
| | | | | | | | | | |
| Issued | l: Septen | 16, 2004 | 4 | | Effective: October 18, | 200- | | | |

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Sage Telecom, Inc.

SECTION 3 - DESCRIPTION OF SERVICES

3.1. <u>Telecommunications Services</u> (cont'd)

- 3.1.4. Local Service Plans (cont'd)
 - 3.1.4.A. <u>Residential</u> (cont'd)
 - 10. Simply Savings COMPLETE Plan B

Simply Savings COMPLETE Plan B includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local calling
- Caller ID Service Free
- Basic Voicemail Service -- Free
- The following Custom Calling Features Free:

Auto Redial Call Blocker Call Forwarding Call Return Priority Call Selective Call Forwarding

Call Waiting Speed Calling Three-Way Calling Call Waiting ID Remote Access to Call Forwarding

- 500 Sage 1+ long distance minutes each month. Applies to direct dialed, 1+ long distance or 1+ intraLATA toll calls made to points within the continental U.S., Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands
- Eligibility: Residential customers in the originating Southwestern Bell Telephone Company (SWBT) exchanges listed in Section 3.1.3.A.

Customers must choose Sage as their intraLATA toll and interLATA long distance carrier to receive the five hundred (500) minutes of Sage 1+ long distance minutes each month.

Local Calling Area: The local calling area for an exchange is identical to the calling area defined in Sections 1.3, 1.4, and/or 1.5 of SWBT's Missouri Local Exchange Tariff.

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3.1. <u>Telecommunications Services</u> (cont'd)

- 3.1.4. Local Service Plans (cont'd)
 - 3.1.4.B. Business
 - 1. Basic Local Exchange Service

Basic Local Exchange Service is a single party, two-way switched service provisioned through the use of local access lines within the local calling scope.

Eligibility: Business customers in the originating Southwestern Bell Telephone Company (SWBT) exchanges listed in Section 3.1.3.

Local Calling Area: The local calling area for an exchange is identical to the calling area defined in Sections 1.3, 1.4, and/or 1.5 of SWBT's Missouri Local Exchange Tariff.

2. Business Choice Plan

The Business Choice Plan includes the following bundle of services:

- Basic Local Exchange Service
- Multi-Line Hunting-Free
- Free Sage 1+ long distance minutes each month. See Section 3.1.4.C for quantity and rules and regulations.

Eligibility: Business customers in the originating Southwestern Bell Telephone Company (SWBT) exchanges listed in Section 3.1.3.

> Customers must choose Sage as their intraLATA toll and interLATA long distance carrier to receive the one hundred (100) minutes of Sage 1+ long distance minutes each month.

Local Calling Area: The local calling area for an exchange is identical to the calling area defined in Sections 1.3, 1.4, and/or 1.5 of • SWBT's Missouri Local Exchange Tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)

- 3.1.4. Local Service Plans (cont'd)
 - 3.1.4.B. Business (cont'd)
 - 3. Metropolitan Plan

The Metropolitan Plan includes the following bundle of services:

- **Basic Local Exchange Service**
- 2-Way Metro Calling with either the Kansas City, St. Louis, or Springfield Metropolitan Exchanges, depending on the customer's originating exchange.
- Multi-Line Hunting-Free
- Free Sage 1+ long distance minutes each month. See Section 3.1.4.C for quantity and rules and regulations.

Eligibility:

Business customers in the following Southwestern Bell Telephone Company (SWBT) exchanges:

| Kansas City Metro Area | St. Louis Metro Area |
|------------------------|----------------------|
| Excelsior Springs | St. Charles |
| Richmond | Harvester |
| Smithville | Manchester |
| Archie | Chesterfield |
| Greenwood | Fenton |
| Farley | Maxville |
| Grain Valley | Valley Park |
| - | Festus-Crystal City |
| Springfield Metro Area | High Ridge |
| Ash Grove | Pond |
| Marionville | Imperial |
| Billings | De Soto |
| Walnut Grove | Pacific |
| Clever | Cedar Hill |
| | Eureka |
| | Herculaneum-Pevely |
| | Gray Summit |
| · | Antonia |
| | Hillsboro |
| | Portage Des Sioux |

Customers must choose Sage as their intraLATA toll and interLATA long distance carrier to receive the sixty (60) minutes of Sage 1+ long distance minutes each month.

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|--------|---------------|-------------|-----------|---------------------------|--|
| | | | | SECTION 3 - DE | SCRIPTION OF SERVICES |
| 3.1. | <u>Teleco</u> | mmunication | s Ser | vices (cont'd) | |
| | 3.1.4. | Local Servi | ice Pl | ans (cont'd) | |
| | | 3.1.4.B. | <u>Bu</u> | <u>siness</u> (cont'd) | (FC) |
| | | | 3. | Metropolitan Plan (cont'o | 1) |
| | | | | Local Calling Area: | The local calling area for each of the exchanges listed above is identical to the calling area defined in Sections 1.3, 1.4, and/or 1.5, plus the calling area defined in Section 1.6.3 of SWBT's Missouri Local Exchange Tariff. |
| | | | 4. | Regional Plan | |
| | | | | Eligibility: | Any business customer who subscribes to Sage's Business Choice Plan or Metropolitan Plan. |
| | | | | Local Calling Area: | All local telephone exchanges located within the customer's LATA. |
| | | | | | |

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. <u>Telecommunications Services</u> (cont'd)

3.1.4. Local Service Plans

3.1.4.C. Free Sage 1+ Long Distance

The following chart denotes the number of free Sage 1+ long distance minutes each month that come with each of the company's Local Service Plans, unless otherwise noted.

| | Res | Bus | | Res | Bus |
|------------------|-------|-------|---------------------|-------|-------|
| Exchange | Plans | Plans | Exchange | Plans | Plans |
| Adrian | 60 | 100 | De Kalb | 60 | 100 |
| Advance | 60 | 100 | De Soto | 60 | 100 |
| Agency | 60 | 100 | Deering | 60 | 100 |
| Altenburg-Frohna | 60 | 100 | Delta | 60 | 100 |
| Antonia | 60 | 100 | Dexter | 60 | 100 |
| Archie | 60 | 100 | Downing | 60 | 100 |
| Argyle | 60 | 100 | East Prairie | 60 | 100 |
| Armstrong | 60 | 100 | Edina | 60 | 100 |
| Ash Grove | 60 | 100 | Eldon | 60 | 100 |
| Beaufort | 60 | 100 | Elsberry | 60 | 100 |
| Bell City | 60 | 100 | Essex | 60 | 100 |
| Benton | 60 | 100 | Eureka | 60 | 100 |
| Billings | 60 | 100 | Excelsior Springs | 60 | 100 |
| Bismarck | 60 | 100 | Farley | 60 | 100 |
| Bloomfield | 60 | 100 | Farmington | 60 | 100 |
| Bloomsdale | 60 | 100 | Fayette | 60 | 100 |
| Bonne Terre | 60 | 100 | Fenton | 60 | 100 |
| Boonville | 60 | 100 | Festus-Crystal City | 60 | 100 |
| Bowling Green | 60 | 100 | Fisk | 60 | 100 |
| Brookfield | 60 | 100 | Flat River | 60 | 100 |
| Camdenton | 60 | 100 | Frankford | 60 | 100 |
| Campbell | 60 | 100 | Fredericktown | 60 | 100 |
| Cape Girardeau | 60 | 100 | Freeburg | 60 | 100 |
| Cardwell | 60 | 100 | Fulton | 60 | 100 |
| Carl Junction | 60 | 100 | Gideon | 60 | 100 |
| Carrollton | 60 | 100 | Glasgow | 60 | 100 |
| Carthage | 60 | 100 | Grain Valley | 60 | 100 |
| Caruthersville | 60 | 100 | Gravois Mills | 60 | 100 |
| Cedar Hill | 60 | 100 | Gray Summit | 60 | 100 |
| Center | 60 | 100 | Greenwood | 60 | 100 |
| Chaffee | 60 | 100 | Hannibal | 60 | 100 |
| Charleston | 60 | 100 | Harvester | 60 | 100 |
| Chesterfield | 60 | 100 | Hayti | 60 | 100 |
| Chillicothe | 60 | 100 | Herculaneum-Pevely | 60 | 100 |
| Clarksville | 60 | 100 | Higbee | 60 | 100 |
| Clever | 60 | 100 | High Ridge | 60 | 100 |
| Climax Springs | 60 | 100 | Hillsboro | 60 | 100 |

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3.1. <u>Telecommunications Services</u> (cont'd)

3.1.4. Local Service Plans

3.1.4.C. Free Sage 1+ Long Distance

| Exchange | Res Plans | Bus Plans | Exchange | Res Plans | Bus Plans |
|------------------------|--------------|--------------|---------------------|--------------|--------------|
| Holcomb | 60 | 100 | | 60 | 100 |
| Homersville | 60 | 100 | Perryville | 60 | 100 |
| Imperial | 60 | 100 | Pierce City | 60 | 100 |
| Jackson | 60 | 100 | | 60 | 100 |
| Jasper | 60 | 100 | Pond | 60 | 100 |
| Joplin | 60 | 100 | Poplar Bluff | 60 | 100 |
| Kennett | 60 | 100 | Portage Des Sioux | 60 | 100 |
| Kirksville | 60 | 100 | Portageville | 60 | 100 |
| Knob Noster | 60 | 100 | Puxico | 60 | 100 |
| La Monte | 60 | 100 | Qulin | 60 | 100 |
| Lake Ozark-Osage Beach | 60 | 100 | Richmond | 60 | 100 |
| Lamar | 60 | 100 | Richwoods | 60 | 100 |
| Lancaster | 60 | 100 | Risco | 60 | 100 |
| Leadwood | 60 | 100 | Rushville | 60 | 100 |
| Lilbourn | 60 | 100 | San Antonio | 60 | 100 |
| Linn | 60 | 100 | Scott City | 60 | 100 |
| Lockwood | 60 | 100 | Sedalia | 60 | 100 |
| Louisiana | 60 | 100 | Senath | 60 | 100 |
| Macks Creek | 60 | 100 | Sikeston | 60 | 100 |
| Malden | 60 | 100 | Slater | 60 | 100 |
| Manchester | 60 | 100 | Smithville | 60 | 100 |
| Marble Hill | 60 | 100 | South Arkansas City | 60 | 100 |
| Marceline | 60 | 100 | St. Charles | 60 | 100 |
| Marionville | 60 | 100 | St. Clair | 60 | 100 |
| Marshall | 60 | 100 | St. Genevieve | 60 | 100 |
| Marston | 60 | 100 | St. Joseph | 60 | 100 |
| Maxville | 60 | 100 | | 60 | 100 |
| Meta | 60 | 100 | Stanberry | 60 | 100 |
| Mexico | 60 | 100 | | 60 | 100 |
| Moberly | 60 | 100 | Tuscumbia | 60 | 100 |
| Monett | 60 | 100 | Union | 60 | 100 |
| Montgomery City | 60 | 100 | | 60 | 100 |
| Morehouse | 60 | 100 | | 60 | 100 |
| Neosho | 60 | 100 | Vienna | 60 | 100 |
| Nevada | 60 | 100 | Walnut Grove | 60 | 100 |
| New Franklin | 60 | 100 | Wardell | 60 | 100 |
| New Madrid | 60 | 100 | | 60 | 100 |
| Oak Ridge | 60 | 100 | | 60 | 100 |
| Old Appleton | 60 | 100 | Webb City | 60 | 100 |
| Oran | 60 | 100 | | 60 | 100 |
| Pacific | 60 | 100 | | 60 | 100 |
| Patton | 60 | 100 | | 60 | 100 |

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3.1. <u>Telecommunications Services</u> (cont'd)

3.1.4. Local Service Plans

3.1.4.C. Free Sage 1+ Long Distance

| Exchange | Res Plans | Bus Plans | Exchange | Res Plans | Bus Plans |
|--------------------------|--------------|--------------|------------------------|--------------|--------------|
| Kansas City Metropolitan | Tiaus | r lans | St. Louis Metropolitan | | rians |
| Exchange | | | Exchange | | |
| Principal Zone | | | Principal Zone | · | |
| Kansas City | 100 | 100 | St. Louis | 100 | 100 |
| MCA-1 Zones | | 100 | MCA-1 Zones | 100 | 100 |
| Gladstone | 100 | 100 | Ferguson | 100 | 100 |
| Independence | 100 | 100 | Ladue | 100 | 100 |
| Parkville | 100 | 100 | Mehlville | 100 | 100 |
| Raytown | 100 | 100 | Overland | 100 | 100 |
| South Kansas City | 100 | 100 | Riverview | 100 | 100 |
| bouth Ransis City | 1.50 | 100 | Sappington | 100 | 100 |
| | | | Webster Groves | 100 | 100 |
| MCA-2 Zones | | | MCA-2 Zones | | |
| Belton | 100 | 100 | Bridgeton | 100 | 100 |
| Blue Springs | 100 | 100 | Creve Coeur | 100 | 100 |
| East Independence | 100 | 100 | Florissant | 100 | 100 |
| Lee's Summit | 100 | 100 | Kirkwood | 100 | 100 |
| Liberty | 100 | 100 | Tiffany Springs | 100 | 100 |
| Nashua | 100 | 100 | Oakville | 100 | 100 |
| | | | Spanish Lake | 100 | 100 |
| Springfield Metropolitan | | | | | |
| Exchange | | | | _ | |
| Principal Zone | | | | | |
| Springfield | 60 | 100 | | | |
| MCA-1 Zones | | | | | |
| Fair Grove | 60 | 100 | | | |
| Nixa | 60 | 100 | Į | | |
| Republic | 60 | 100 | | | ł |
| Rogersville | 60 | 100 | | | Î i |
| Strafford | 60 | 100 | | | |
| Willard | 60 | 100 | <u> </u> | | |

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. <u>Telecommunications Services</u> (cont'd)

3.1.4. Local Service Plans

3.1.4.C. Free Sage 1+ Long Distance

| Exchange | Simply Savings | Simply Savings PLUS | Simply Savings COMPLETE Plan B | Exchange | Simpty Savings | Simply Savings PLUS | Simply Savings COMPLETE Plan B | (A) |
|---|-------------------|---------------------------|---|---------------------------------------|-------------------|---------------------------|---|-----------------------------|
| Kansas City Metropolitan Exchange | | | | St. Louis Metropolitan Exchange | | | | |
| Principal Zone | | | | Principal Zone | | | - | |
| Kansas City | 100 | 250 | 500 | St. Louis | 100 | 250 | 500 | |
| MCA-1 Zones | | | | MCA-1 Zones | | | <u></u> | (NF |
| Gladstone | 100 | 250 | 500 | Ferguson | 100 | 250 | 500 | |
| Independence | 100 | 250 | 500 | Ladue | 100 | 250 | 500 | |
| Parkville | 100 | 250 | 500 | Mehlville | 100 | 250 | 500 | |
| Raytown | 100 | 250 | 500 | Overland | 100 | 250 | 500 | 11 |
| South Kansas | 100 | 250 | 500 | Riverview | 100 | 250 | 500 | 11 |
| City | | | | Sappington | 100 | 250 | 500 | 11 |
| • | 1 | | | Webster Groves | 100 | 250 | 500 | |
| MCA-2 Zones | 1 | | | MCA-2 Zones | | | | |
| Belton | 100 | 250 | 500 | Bridgeton | 100 | 250 | 500 | INF |
| Blue Springs | 100 | 250 | 500 | Creve Coeur | 100 | 250 | 500 | ľ í |
| East | 100 | 250 | 500 | Florissant | 100 | 250 | 500 | Ιi |
| Independence | 100 | 250 | 500 | Kirkwood |] 100 | 250 | 500 | |
| Lee's Summit | 100 | 250 | 500 | Tiffany Springs | 100 | 250 | 500 | Ιi |
| Liberty | 100 | 250 | 500 | Oakville | 100 | 250 | 500 | I i |
| Nashua | <u>i</u> | | | Spanish Lake | 100 | 250 | 500 | (NI |
| Springfield Metropolitan Exchange | | | | | | | | (A' |
| Principal Zone | 1 | | | | | | l |]] |
| Springfield | 100 | 250 | 500 | | | | | _ |
| MCA-1 Zones | | | | | | | |] [|
| Fair Grove | 100 | 250 | 500 | | | | | |
| Nixa | 100 | 250 | 500 | | | 1 | 1 | |
| Republic | 100 | 250 | 500 | | ł | 1 | 1 | |
| Rogersville | 100 | 250 | 500 | | | 1 | | |
| Strafford | 100 | 250 | 500 | Į | ł | | 1 | |
| Willard | 100 | 250 | 500 | l | <u> </u> | L | <u> </u> | |

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Sage Telecom, Inc.

SECTION 3 - DESCRIPTION OF SERVICES

3.1. <u>Telecommunications Services</u> (cont'd)

3.1.4. Local Service Plans

3.1.4.C. Free Sage 1+ Long Distance

| Exchange | Simply Savings | Simply Savings PLUS | Simply Savings COMPLETE Plan B | Exchange | Simply Savings | Simply Savings PLUS | Simply Savings COMPLETE Plan B |
|------------------|-------------------|---------------------------|--------------------------------------|---------------------|-------------------|---------------------------|--------------------------------------|
| Adrian | 100 | 250 | 500 | De Kalb | 100 | 250 | 500 |
| Advance | 100 | 250 | 500 | De Soto | 100 | 250 | 500 |
| Agency | 100 | 250 | 500 | Deering | 100 | 250 | 500 |
| Altenburg-Frohna | 100 | 250 | 500 | Delta | 100 | 250 | 500 |
| Antonia | 100 | 250 | 500 | Dexter | 100 | 250 | 500 |
| Archie | 100 | 250 | 500 | Downing | 100 | 250 | 500 |
| Argyie | 100 | 250 | 500 | East Prairie | 100 | 250 | 500 |
| Armstrong | 100 | 250 | 500 | Edina | 100 | 250 | 500 |
| Ash Grove | 100 | 250 | 500 | Eldon | 100 | 250 | 500 |
| Beaufort | 100 | 250 | 500 | Elsberry | 100 | 250 | 500 |
| Bell City | 100 | 250 | 500 | Essex | 100 | 250 | 500 |
| Benton | 100 | 250 | 500 | Eureka | 100 | 250 | 500 |
| Billings | 100 | 250 | 500 | Excelsior Springs | 100 | 250 | 500 |
| Bismarck | 100 | 250 | 500 | Farley | 100 | 250 | 500 |
| Bloomfield | 100 | 250 | 500 | Farmington | 100 | 250 | 500 |
| Bloomsdale | 100 | 250 | 500 | Fayette | 100 | 250 | 500 |
| Bonne Terre | 100 | 250 | 500 | Fenton | 100 | 250 | 500 |
| Boonville | 100 | 250 | 500 | Festus-Crystal City | 100 | 250 | 500 |
| Bowling Green | 100 | 250 | 500 | Fisk | 100 | 250 | 500 |
| Brookfield | 100 | 250 | 500 | Flat River | 100 | 250 | 500 |
| Camdenton | 100 | 250 | 500 | Frankford | 100 | 250 | 500 |
| Campbell | 100 | 250 | 500 | Fredericktown | 100 | 250 | 500 |
| Cape Girardeau | 100 | 250 | 500 | Freeburg | 100 | 250 | 500 |
| Cardwell | 100 | 250 | 500 | Fulton | 100 | 250 | 500 |
| Carl Junction | 100 | 250 | 500 | Gideon | 100 | 250 | 500 |
| Carrollton | 100 | 250 | 500 | Glasgow | 100 | 250 | 500 |
| Carthage | 100 | 250 | 500 | Grain Valley | 100 | 250 | 500 |
| Caruthersville | 100 | 250 | 500 | Gravois Mills | 100 | 250 | 500 |
| Cedar Hill | 100 | 250 | 500 | Gray Summit | 100 | 250 | 500 |
| Center | 100 | 250 | 500 | Greenwood | 100 | 250 | 500 · |
| Chaffee | 100 | 250 | 500 | Hannibal | 100 | 250 | 500 |
| Charleston | 100 | 250 | 500 | Harvester | 100 | 250 | 500 |
| Chesterfield | 100 | 250 | 500 | Hayti | 100 | 250 | 500 |
| Chillicothe | 100 | 250 | 500 | Herculaneum-Pevely | 100 | 250 | 500 |
| Clarksville | 100 | 250 | 500 | Highee | 100 | 250 | 500 |
| Clever | 100 | 250 | 500 | High Ridge | 100 | 250 | 500 |
| Climax Springs | 100 | 250 | 500 | Hillsboro | 100 | 250 | 500 |

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. <u>Telecommunications Services</u> (cont'd)

3.1.4. Local Service Plans

3.1.4.C. Free Sage 1+ Long Distance

| Exchange | Simply Savings | Simply Savings PLUS | Simply Savings COMPLETE Plan B | Exchange | Simply Savings | Simply Savings PLUS | Simply Savings COMPLETE Plan B |
|------------------------|-------------------|---------------------------|---|---------------------|-------------------|---------------------------|---|
| Holcomb | 100 | 250 | 500 | Paynesville | 100 | 250 | 500 |
| Hornersville | 100 | 250 | 500 | Perryville | 100 | 250 | 500 |
| Imperial | 100 | 250 | 500 | Pierce City | 100 | 250 | 500 |
| Jackson | 100 | 250 | 500 | Pocahontas | 100 | 250 | 500 |
| Jasper | 100 | 250 | 500 | Pond | 100 | 250 | 500 |
| Joplin | 100 | 250 | 500 | Poplar Bluff | 100 | 250 | 500 |
| Kennett | 100 | 250 | 500 | Portage Des Sioux | 100 | 250 | 500 |
| Kirksville | 100 | 250 | 500 | Portageville | 100 | 250 | 500 |
| Knob Noster | 100 | 250 | 500 | Puxico | 100 | 250 | 500 |
| La Monte | 100 | 250 | 500 | Qulin | 100 | 250 | 500 |
| Lake Ozark-Osage Beach | 100 | 250 | 500 | Richmond | 100 | 250 | 500 |
| Lamar | 100 | 250 | 500 | Richwoods | 100 | 250 | 500 |
| Lancaster | 100 | 250 | 500 | Risco | 100 | 250 | 500 |
| Leadwood | 100 | 250 | 500 | Rushville | _100 | 250 | 500 |
| Lilbourn | 100 | 250 | 500 | San Antonio | 100 | 250 | 500 |
| Linn | 100 | 250 | 500 | Scott City | 100 | 250 | 500 |
| Lockwood | 100 | 250 | 500 | Sedalia | 100 | 250 | 500 |
| Louisiana | 100 | 250 | 500 | Senath | 100 | 250 | 500 |
| Macks Creek | 100 | 250 | 500 | Silceston | 100 | 250 | 500 |
| Malden | 100 | 250 | 500 | Slater | 100 | 250 | 500 |
| Manchester | 100 | 250 | 500 | Smithville | 100 | 250 | 500 |
| Marble Hill | 100 | 250 | 500 | South Arkansas City | 100 | 250 | 500 |
| Marceline | 100 | 250 | 500 | St. Charles | 100 | 250 | 500 |
| Marionville | 100 | 250 | 500 | St. Clair | 100 | 250 | 500 |
| Marshall | 100 | 250 | 500 | St. Genevieve | 100 | 250 | 500 |
| Marston | 100 | 250 | 500 | St. Joseph | 100 | 250 | 500 |
| Maxville | 100 | 250 | 500 | St. Marys | 100 | 250 | 500 |
| Meta | 100 | 250 | 500 | Stanberry | 100 | 250 | 500 |
| Mexico | 100 | 250 | 500 | Trenton | 100 | 250 | 500 |
| Moberly | 100 | 250 | 500 | Tuscumbia | 100 | 250 | 500 |
| Monett | 100 | 250 | 500 | Union | _100 | 250 | 500 |
| Montgomery City | 100 | 250 | 500 | Valley Park | 100 | 250 | 500 |
| Morehouse | 100 | 250 | 500 | Versailles | 100 | 250 | 500 |
| Neosho | 100 | 250 | 500 | Vienna | 100 | 250 | 500 |
| Nevada | 100 | 250 | 500 | Walnut Grove | 100 | 250 | 500 |
| New Franklin | 100 | 250 | 500 | Wardell | 100 | 250 | 500 |
| New Madrid | 100 | 250 | 500 | Wate | 100 | 250 | 500 |
| Oak Ridge | 100 | 250 | 500 | Washington | 100 | 250 | 500 |
| Old Appleton | 100 | 250 | 500 | Webb City | 100 | 250 | 500 |
| Oran | 100 | 250 | 500 | Wellsville | 100 | 250 | 500 |
| Pacific | 100 | 250 | 500 | Westphalia | 100 | 250 | 500 |
| Patton | 100 | 250 | 500 | Wyatt | 100 | 250 | 500 |

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. <u>Telecommunications Services</u> (cont'd)

3.1.4. Local Service Plans

3.1.4.C. Free Sage 1+ Long Distance (cont'd)

Sage Local Service Plans that include free Sage 1+ long distance minutes will be governed by the following rules and regulations.

- 1. The per minute rate for all direct dialed, 1+ long distance or 1+ intraLATA toll calls is \$0.05 per minute, and applies to calls made to points within the continental U.S., Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands and outside the customer's local (free) calling area. The duration of each call is rounded to the next full minute.
- 2. Customers earn a monthly credit against their 1+ long distance and 1+ intraLATA toll charges based on the table in Section 3.1.4.C.3. If the total dollar amount of usage is less than the maximum credit allowed, then the customer earns a credit equal only to their actual usage. The credit is offered on a per line basis and is rolled up, along with usage, to the account level for purposes of calculating the monthly allowable credit. There is no carry forward of unused credits.

The credit does not apply to calling card calls, operator assisted calls, and calls made to Directory Assistance.

3. Maximum Allowable Credit

| # of Free Minutes | Maximum Credit |
|-------------------|-----------------|
| 60 | \$ 3.00 |
| 100 | \$ 5.00 |
| 250 | \$ 12.50 |
| 500 | \$ 25.00 |

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. <u>Telecommunications Services</u> (cont'd)

- 3.1.5 <u>Non-Recurring Service Charges</u> Service charges may apply to all residential and business customers who subscribe to any of Sage's local service plans or request a move and/or change of certain types of telecommunications services.
 - 3.1.5.A. The Installation Charge is a per order, nonrecurring charge that applies as follows:
 - 1. Installation of local exchange service to a customer's premises for the first time.
 - Installation of additional local exchange access lines to a customer's premises.
 - 3. A change in location of customer's equipment or service from one premise to another.
 - 4. A temporary suspension of service at the customer's request or to change the telephone number to which suspended service calls are referred.
 - 5. A request to change from one type of hunting arrangement to another, or rearrange central office hunting lines.
 - 6. A restoration of service due to disconnection from nonpayment of bill for telecommunications services.
 - 3.1.5.B. No installation charges will apply to customers converting their existing local phone service, as is, from the incumbent LEC to Sage. This also applies to existing Sage customers who change their local calling plans.
 - 3.1.5.C. An Order Processing Fee applies as follows, on a per order basis:
 - 1. A telephone number change made at the customer's request.
 - 2. A change to/from the company's Regional Service.
 - 3. The addition or deletion of any Custom Calling Feature listed in Section 3.1.8; Caller ID Service listed in Section 3.1.9; Multi-Line Hunting Service listed in Section 3.1.10; or Toll Restriction Service listed in Section 3.1.14.

The Order Processing Fee will not apply to the first customer initiated change to a line made subsequent to original service order placement

- 3.1.5.D. A Reconnect Fee will be appllied on a per line basis for service that is restored due to suspension from nonpayment of bill for telecommunications services.
- 3.1.5.E A Referral Message Fee applies to active Sage customers who request a referral message as a result of (AT) a telephone number change.

3.1.6. Operator Assisted Services

- 3.1.6.A. <u>Operator Handled Calling</u> Operator Handled Calling Service is provided to Customers and Users of Sage's local exchange service. The Company will follow the standards set forth by the Commission, to include:
 - 1. The Company will not bill for incomplete calls where answer supervision is available. The Company will remove any charges for incomplete calls upon customer notification or Company's knowledge.
 - 2. The caller and billed party, if different from the caller, will be advised of the name of the operator service provider at the time of the initial contact.

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SECTION 3 - DESCRIPTION OF SERVICES

- 3.1. <u>Telecommunications Services</u> (cont'd)
 - 3.1.6. Operator Assisted Services (cont'd)
 - 3.1.6.A. Operator Handled Calling (cont'd)
 - 3. Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
 - Only tariffed rates approved by the Commission for the Company shall appear on any local exchange telephone company billings.
 - 5. If local exchange company billing services are used, the name of the operator service provider will be listed on the bill if the local exchange company has multicarrier billing ability.
 - 6. The Company will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.
 - 7. The Company will route al 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
 - 8. Upon request, the Company will transfer calls to, or advise how to reach, other authorized interexchange carriers or the local exchange company, if billing can list the caller's actual origination point.
 - 9. The Company will refuse operator services to traffic aggregators which block access to other companies.
 - The Company will assure that traffic aggregators will post and display information including: (1) that the Company is the operator service provider;
 (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the local exchange carrier operator and other authorized interexchange carriers

In addition to charges that would otherwise apply pursuant to other Sections of this Tariff, each operator call will be assessed a charge(s) as set forth within.

- <u>Person-to-Person</u> Calls completed with the assistance of a Sage operator to a particular person, station, department or PBX extension specified by the calling party.
- <u>Station-to-Station</u> Operator assisted calls other than Person-to-Person, including intraLATA collect and third party billed calls. Collect calls to coin telephones and transfers of charges to third telephones that are coin telephones will not be accepted.

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3.1. <u>Telecommunications Services</u> (cont'd)

- 3.1.6. Operator Assisted Services (cont'd)
 - 3.1.6.B. <u>Directory Assistance</u> A service provided to Customers and Users of Sage's local exchange service that allows them to obtain directory assistance by calling the Directory Assistance operator.
 - 1. Directory Assistance charges apply for all requests for which Sage's facilities are used. A maximum of two requested telephone numbers is permitted per Directory Assistance call. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.
 - 2. Non-published telephone numbers are not available from Directory Assistance Service.
 - 3. No credit will be given for requested numbers that are non-published, or for requested telephone numbers that are not found in the directory.
 - 4. A credit will be given for calls to Directory Assistance when the Customer experiences poor transmission or is cut-off during the call;
 - 5. To receive a credit, the Customer must notify the Sage operator or Business Office of the problem experienced.

3.1.6.C. <u>Directory Assistance Call Completion</u> - Provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator. The three types of Directory Assistance Call Completion (DACC) offered are as follows:

- 1. Semi-Automated The customer receives the requested directory number and then requests the operator to provide call completion to the requested number.
- 2. Fully-Automated The customer receives the requested directory number from an automated voice system. The customer accepts DACC by depressing "1" from a touch-tone telephone when prompted by the DACC announcement.
- 3. Person-to-Person The customer receives the requested directory number and then requests the operator to complete the call to a specified person.

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3.1. <u>Telecommunications Services</u> (cont'd)

- 3.1.6. Operator Assisted Services (cont'd)
 - 3.1.6.D. <u>Busy Line Verification and Line Interrupt Service</u> Upon request of a calling party, the Company will verify a busy condition on a called line.
 - 1. The operator will determine if the line is clear or in use and report to the calling party.
 - 2. The operator will interrupt the call on the called line only if the calling party indicates an emergency.
 - 3. A charge will apply when:
 - (a) The operator verifies that the line is busy.
 - (b) The operator verifies that the line is available for incoming calls.
 - (c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption
 - 4. No charge will apply:
 - (a) When the calling party advises that the call is to or from an official public emergency agency.
 - (b) Under conditions other than those specified within, preceding.
 - 5. Busy verification and interrupt service is furnished where and to the extent that facilities permit. The Customer shall identify and save Sage harmless against all claims that may arise from either party to the interrupted call or any person.
- 3.1.7. <u>Telephone Directory Service</u> Sage, through its interconnection agreement SWBT, will provide telephone directory services to its Customers. This includes listings in SWBT's White Pages directory and directory assistance database. The following telephone directory services are offered:
 - 3.1.7.A. <u>Primary Listing</u> Primary directory listing in both SWBT White Pages and Directory Assistance database. The listing is the actual name of the customer to whom the service is rendered, with the following exceptions:
 - For residential customers, the listing may be in the name of a member of the customer's family or household. A dual name listing may be provided for two (2) persons who share the same surname and reside at the same address (*i.e.*, John and Jane Doe), or for a person known by two first names.
 - 2. For business customers, the listing may be in the name of the business or of a member, officer, employee, or representative of the business. The listing may also include the name of a division, branch or department.
 - 3. In the case of a business line operating at a residence, a dual name listing may be provided as described in #1 above.

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3.1. <u>Telecommunications Services</u> (cont'd)

- 3.1.7. <u>Telephone Directory Service</u> (cont'd)
 - 3.1.7.B. White Pages Directory(s) This service provides for the annual delivery of the White Pages directory. One (1) directory per residential household and one (1) directory per business line will be provided at no charge. Additional directories can be purchased at the request of the customer.
 - 3.1.7.C. <u>Non-Listed Service</u> For customers who desire their telephone numbers to be omitted from SWBT's White Pages directory, but NOT the directory assistance database.
 - 3.1.7.D. <u>Non-Published Service</u> For customers who desire their telephone number to be omitted from SWBT's White Pages directory, as well as the directory assistance database.
 - 3.1.7.E. <u>Regular Extra Listing</u> An additional listing tied to the same number and address as the primary listing. For residential customers, the listing may be the names of members of the customer's family or of other persons residing in the customer's household. For business customers, additional listings may be requested for such things as names of partners or members of the firm, officers of a corporation, or the names of employees of the customer.
 - 3.1.7.F. <u>Extra Line Listing</u> Extra line material may be provided in the alphabetical directory when, in the opinion of Sage Telecom, it facilitates the use of telephone service. Ordinarily, an extra line will be provided only when a customer has more than one listed telephone. An extra line consists of five words or any fraction thereof. When a customer needs more than five words to properly direct calls, he may arrange for two or more extra lines. If the customer requests separate lines consisting of less than five words, the extra listing charge applies to each line. If two items of supplemental address information appear on the same line, two extra listing charges apply.
 - 3.1.7.G. <u>Alternate Listing</u> Listing of an alternate telephone number to be called in case no answer is received at the primary call number or indicating an alternate telephone number to be called during certain periods or under certain circumstances in preference to the primary call number is permitted for customers to all classes of service. A phrase necessary to direct the method of calling and giving the number to call may be provided as an alternate listing.
 - 3.1.7.H. <u>Secretarial Listing</u> A customer engaged in furnishing service of a secretarial nature may contract for telephone secretarial listings for the benefit of patrons under the following conditions: (A) No physical facilities shall be provided for the use of such patrons or tenants, other than public telephone service; (B) The customer subscribing for the secretarial listings is not to permit the use of his telephone service by such patrons; (C) Secretarial listings will be accepted only upon written authorization to Sage Telecom from the patron to be listed.

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- 3.1. <u>Telecommunications Services</u> (cont'd)
 - 3.1.7. <u>Telephone Directory Service</u> (cont'd)
 - 3.1.7.1. <u>Additional Listing for Rotary Number Group</u> Where a customer is served by two or more main lines in a series completion group arranged for a hunting operation, additional listings may be provided on any of the lines other than the first number in the group.
 - 3.1.7.J. <u>Foreign Listing</u> Used when a customer desires a listing in a directory published in an exchange other than the exchange serving the customer.
 - 3.1.7.K. <u>Residence Signature Listing</u> Distinctive directory listings available to residential customers.
 - 3.1.7.L. <u>Residence Family Space Listings</u> Allows a residential customer to list the name or nickname of the household members in the directory. The listing is set apart from the preceding and following directory listings by white space and a border forming a box around the listing. Listings may be the names of nicknames of members of the customer's family or other persons residing in the customer's household. The number of names allowed is limited to the number of letters available on two lines.
 - 3.1.7.M. <u>Residence Personality Logo</u> Allows a residential customer to add a logo to a primary or an extra listing and enclose that listing in a box frame. The customer will choose from a list of logos prepared by SWBT.

3.1.8. Custom Calling Features

- 3.1.8.A. Service Offerings available to Customer's and End Users of Sage's local exchange service on local access lines only, subject to availability from the central office serving the customer:
 - 1. <u>Auto Redial</u> Enables the customer to redial automatically the last outgoing telephone number. If the telephone number is busy, Auto Redial will keep trying to call the number for a maximum of thirty (30) minutes, beginning with the customer's activation of Auto Redial, in an attempt to establish the call. The customer will be signaled with a distinctive ring when the call can be completed. Auto Redial is available as a monthly plan or on a per use basis. Per use functionality is automatically provisioned on all lines. The customer may request to have Auto Redial taken off its lines.
 - 2. <u>Call Blocker</u> Enables the customer to block calls from pre-selected telephone numbers and/or the last incoming call (without knowing the number). To block specified telephone numbers, the customer builds a screening list of up to 31 telephone numbers. To block an unknown number after receiving a call, the customer enters a code to add the number to their screening list. If facilities are unavailable to provide incoming call screening via the customer's list, standard call completion will occur. Customers whose telephone numbers are blocked are directed to a recorded announcement.

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3.1. <u>Telecommunications Services</u> (cont'd)

- 3.1.8. Custom Calling Features (cont'd)
 - 3.1.8.A. Service Offerings (cont'd)
 - 3. <u>Call Forwarding</u> Enables the customer to transfer all incoming calls to another telephone number within the exchange or on the Long Distance Telecommunications Network. The Call Forwarding customer is responsible for the payment of charges (e.g., toll charges) for each call between his Call Forwarding-equipped telephone and the telephone to which the call is being forwarded.

Includes Busy Line and Don't Answer features, as defined below. Customer may decline these additional features.

<u>Call Forwarding - Busy Line</u> allows incoming calls that encounter a busy condition to be forwarded to a pre-designated telephone number within the exchange or on the Long Distance Telecommunications Network.

<u>Call Forwarding - Don't Answer</u> allows incoming calls which are not answered after a pre-determined number of rings to be automatically forwarded to a pre-designated telephone number within the exchange or on the Long Distance Telecommunications Network.

- 4. <u>Call Return</u> Enables the customer to redial automatically the last incoming telephone number. If that telephone number is busy, Call Return will keep trying to call the number for a maximum of thirty (30) minutes beginning with the customer's activation of Call Return in an attempt to establish the call. The customer will be signaled with a distinctive ring when the call can be completed. This service will not function if the calling party's telephone number has been Call Forwarded. Also, this service will not function from a line that does not have an associated telephone number, e.g., multi-line hunting groups. Call Return is available as a monthly plan or on a per use basis. Per use functionality is automatically provisioned on all lines. The customer may request to have the per use functionality taken off its lines.
- 5. <u>Call Trace</u> Enables the customer to initiate a trace of the last completed incoming call by dialing an activation code before receiving another call. If a trace is successful, Call Trace will record the incoming call detail (not the conversation). A successful trace cannot be made if the incoming call originates in a central office not equipped for Call Trace service. The customer will not be provided the results of the trace (*i.e.*, the telephone number traced). Such call detail may be provided only to law enforcement authorities upon proper request.

For further action to be taken, the customer is required to contact Sage Telecom via the telephone number provided in the Call Trace announcement.

At its opinion or upon receipt of proper request from a law enforcement agency, Sage will set up a temporary tracing arrangement using Call Trace or manual trap and trace where Call trace is not available at no charge to the customer

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3.1. <u>Telecommunications Services</u> (cont'd)

- 3.1.8. <u>Custom Calling Features</u> (cont'd)
 - 3.1.8.A. Service Offerings (cont'd)
 - 5. <u>Call Trace</u> (cont'd)

when in the judgment of Sage or law enforcement agency, the unwanted call(s) present a serious threat of bodily harm or destruction of property.

- 6. <u>Call Waiting</u> Alerts a customer who is using his telephone that another caller is trying to reach him. Where facilities permit, Call Waiting subscribers may deactivate Call Waiting for the duration of one call. Call Waiting is automatically reactivated for the next originating or terminating call.
- 7. <u>Call Waiting ID Options</u> Allows customers to identify the name and/or number of an incoming caller when they are already speaking on the telephone and receive another phone call. Where facilities permit, Call Waiting ID Options service will display the name and/or number of the person calling on the customer's Customer Premises Equipment (CPE). Using this information, the customer may then decide how they want to handle the second caller from a menu choice known as Disposition Codes. The Disposition Codes appear on the customer's CPE as menu options. The available options for the disposition of the second caller include:
 - Talk to the second caller.
 - Provide the caller with a busy announcement.
 - Forward the call to a "wait a minute" or "call me back" message.
 - Route the new call to a voice mail box.
 - Allow the caller to join the conversation in progress.

Call Waiting ID Options is offered subject to the following limitations:

- a. Customers must also subscribe to Call Waiting, Caller ID Name and Number, and Call Waiting ID.
- b. Customer wishing to route new calls to a voice mailbox must also subscribe to voice mail and the appropriate call forwarding service.
- c. Customers are responsible for furnishing their own compatible CPE, which should include the functionality necessary to execute the features of Call Waiting ID options.
- d. Available only where central office facilities permit.

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3.1. <u>Telecommunications Services</u> (cont'd)

- 3.1.8. Custom Calling Features (cont'd)
 - 3.1.8.A. Service Offerings (cont'd)
 - 8. <u>Call Waiting ID</u> Allows customers to subscribe to a part of the Call Waiting ID Options service. When a person is already speaking on the telephone and receives another phone call, Call Waiting ID service will allow for the display of the name and/or number of the new caller on the customer's CPE. This service allows the customer to decide if he wants to answer the new incoming call.

Call Waiting ID is offered subject to the following limitations:

- a. Customers must also subscribe to Call Waiting and Caller ID Name and Number.
- b. Customers are responsible for furnishing their own compatible CPE, which should include the Caller ID capability necessary to display the calling party's name and/or number.
- c. Available only where central office facilities permit.
- 9. <u>Personalized Ring</u> Personalized Ring service permits a customer to establish up to three telephone numbers on the same access line and to distinguish calls to each number by distinctive incoming ring patterns. The billing telephone number is the "master" number and the other telephone numbers are "dependent" numbers. The standard ringing pattern is provided for the master number while distinctive ringing patterns are provided for a maximum of two dependent numbers.

When a Personalized Ring customer subscribes to any Call Forwarding feature, dependent numbers can either be forwarded to the same number as the master number or receive no forwarding treatment at all.

When a Personalized Ring customer subscribes to Call Waiting, incoming calls to the master number will activate the standard Call Waiting tone. Incoming calls to the dependent numbers will activate a distinctive Call Waiting tone per dependent number.

A directory listing is furnished per telephone number. When a customer requests the dependent numbers to be nonpublished or nonlisted, Sage Telecom will provide without charge. However, if the master number and all dependent numbers are nonpublished and/or nonlisted, the appropriate monthly rate is applicable to the master number.

10. <u>Priority Call</u> - Provides the customer with a distinctive ring or distinctive Call Waiting tone (if the customer has subscribed to Call Waiting and Priority Call), when the customer is called from pre-selected telephone numbers. The customer can construct or modify a telephone number screening list. Priority Call will screen incoming calls against the customer's list and provide the distinctive ring for telephone numbers on the list.

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Stoia - Schedule 11

- 3.1. <u>Telecommunications Services</u> (cont'd)
 - 3.1.8. <u>Custom Calling Features</u> (cont'd)
 - 3.1.8.A. Service Offerings (cont'd)
 - 11. <u>Remote Access to Call Forwarding</u> Permits the customer who also subscribes to Call Forwarding with the ability to activate, deactivate or change Call Forwarding from a remote location. Remote Access to Call Forwarding can only be accessed from a Dual Tone Multi-Frequency (DTMF) telephone which has a full set of characters, including "*" and "#". All charges incurred to access the remote number will be billed appropriately.
 - 12. <u>Selective Call Forwarding</u> Provides the customer with the ability to forward incoming calls from pre-selected telephone numbers to another telephone number. The customer may construct or modify a telephone number screening list. Selective Call Forwarding will screen incoming calls against the customer's list and forward only those calls from telephone numbers on the list. The maximum amount of telephone numbers available for each customer's list may vary depending on switch type. The Selective Call Forwarding customer is responsible for the payment of charges (e.g., toll charges) for each call between the Selective Call Forwarding equipped telephone line and the line to which the call is being forwarded. Calls from numbers not on the list will receive standard call completion.
 - Speed Calling 8 Enables a customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than the complete telephone number. Customer may store up to eight (8) telephone numbers.
 - 14. <u>Speed Calling 30</u> Enables a customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than the complete telephone number. Customer may store up to 30 telephone numbers.

For residence customers, Speed Calling 30 is obsolete except for existing Speed Calling customers at existing locations. Speed Calling 30 is available to business customers.

- <u>Three-Way Calling</u> Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation.
- 3.1.8.B. Calling features are subject to availability of facilities and compatibility with central office equipment, access lines, and customer premises equipment.
- 3.1.8.C. Auto Redial, Call Blocker, Call Return, Call Trace, Priority Call, Selective Call Forwarding and Caller ID are functional when both the call originating customer and the call terminating customer are served from central offices capable of sending and receiving the Calling Party Number (CPN) and are linked by appropriate facilities.
- 3.1.8.D. Services with call forwarding capabilities (including Call Forwarding, Call Forwarding-Busy Line, Call Forwarding-Don't Answer) cannot be used on a continual basis to expand the local calling scope beyond that available to a customer's premise.

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3.1. <u>Telecommunications Services</u> (cont'd)

- 3.1.9. <u>Caller ID Service</u> Display of Calling Number and/or Name on customer provided equipment. Available to Customers and End Users of Sage's local exchange service on local access lines only. Service includes:
 - 3.1.9.A. <u>Calling Number Delivery</u> Allows the transmission of Calling Party Number (CPN) to the subscriber's access lines. When a Calling Number Delivery equipped line is on-hook, CPN is transmitted across the line during the silent interval between the first and second ring.
 - 3.1.9.B. <u>Calling Name Delivery</u> Enables the Caller ID subscriber to identify the calling party by a displayed name before the call is answered. The displayed name is the name associated with the CPN. When a Calling Name Delivery equipped line is onhook, the Calling Party Name is transmitted across the line during the silent interval between the first and second ring.
 - 3.1.9.C. <u>Anonymous Call Rejection</u> Allows customer to automatically reject all calls that have been marked anonymous by the calling party. When ACR is active, the called party receives no alerting (ringing) for a call that has been rejected. The call is routed to a denial announcement and subsequently terminated.
 - 3.1.9.D. <u>Calling Name and Number Blocking</u> Any Sage Telecom calling party may prevent the delivery of CPN and of Calling Party Name to the called party by dialing an access code (*67 on their touch-tone pad or 1167 from a rotary telephone) immediately prior to placing a call. The access code activated per call blocking is available at no charge. If a calling party activates blocking, the CPN and Calling Party Name will not be transmitted across the line. Instead, the Caller ID subscriber will receive an anonymous indicator. This anonymous indicator notifies the Caller ID subscriber that the calling party chose to block name and number delivery.

Per line blocking for the blocking of CPN will be available upon request, at no charge, to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Sage: a) private, nonprofit, tax exempt, domestic violence intervention agencies and b) federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call. Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.

Caller ID subscribers must provide and connect their own compatible customer premises equipment (CPE) to process the Calling Number and/or Calling Name transmission. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. Sage assumes no liability and will be held harmless for an incompatibility of this equipment to perform satisfactorily with the network features described herein.

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3.1. <u>Telecommunications Services</u> (cont'd)

3.1.9. <u>Caller ID Service</u> (cont'd)

Subscribers will automatically be provided with both Calling Number and Calling Name delivery, subject to availability in the central office that is servicing the subscriber. If the combination of the two is not available, the subscriber will receive whatever is available, either Calling Number OR Calling Name.

Caller ID features are subject to availability of facilities and compatibility with central office equipment (for both the calling and the called parties), access lines, and customer premises equipment.

Caller ID information will not be displayed under the following conditions: (a) if the called party is off-hook; or (b) if the called party answers during the first ring interval.

Telephone CPN information transmitted via Caller ID is inteded solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff.

- 3.1.10. <u>Multi-Line Hunting Service</u> This service is used to establish hunting arrangements between two or more of a customer's local exchange service access lines, and is available to Business and Residential Customers. Customers may choose from one of the following hunt group arrangements:
 - 3.1.10.A. <u>Series Hunting</u> The hunt for an idle access line starts with the called access line in a prearranged hunt group and ends with the last access line in the hunt group, completing the call to the first idle access line encountered. Unless the first access line in the hunt group is called, only a portion of the access line group is hunted.
 - 3.1.10.B. <u>Circle Hunting</u> Permits a complete hunt over all the access lines in a prearranged access line hunt group. If no idle access line is encountered, the hunting will continue until it reaches the access line that was originally called.
 - 3.1.10.C. <u>Preferential Hunting</u> Individual access lines in an access line hunt group may have an associated preferential hunt list. This hunt list specifies a hunting sequence over a predetermined subset or preferential arrangement of up to 18 access lines before proceeding to hunt through the remaining access line hunt group.

Each hunt group arrangement is subject to availability in the customer's serving central office switch. All of the lines in a hunt group arrangement must be of the same class of service (*i.e.*, same local calling plan).

- 3.1.11. <u>Maintenance of Service</u> The Customer shall be responsible for the payment of all related charges for each service call by a Sage employee or contractor to the customer's premises where the service difficulty or trouble results from the use of terminal equipment, communications systems or premises cable and wire on the customer's side of the demarcation point.
 - 3.1.11.A <u>Standard Service Call Charge</u> Applies for each dispatch during a normally scheduled work day where a technician is on duty. A normally scheduled work day is defined as 8AM to 5PM, Monday through Friday. If more than one technician is dispatched in conjunction with the same trouble report, the charge applies to each

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- 3.1. <u>Telecommunications Services</u> (cont'd)
 - 3.1.11. Maintenance of Service (cont'd)
 - 3.1.11.A <u>Standard Service Call Charge</u> (cont'd)

technician. This charge also applies to dispatches during a normally scheduled work day where the technician(s) could not access the premises.

- 3.1.11.B <u>Emergency Service Call Charge</u> Applies for each dispatch outside a normally scheduled work day where an off duty technician is called in to perform the work. If more than one technician is dispatched in conjunction with the same trouble report, the charge applies to each technician.
- 3.1.11.C <u>NID Move Charge</u> Applies for each dispatch related to relocating the customer's Network Interface Device (NID). This charge is in addition to either the Standard or Emergency Repair Charge, which will be determined based on the time of the dispatch.

3.1.12. Reserved for Future Use

3.1.13. <u>9-1-1 Telecommunication Service</u> - All terms and conditions set forth in this Section are applicable to the services as defined in this Tariff.

3.1.13.A. Service Overview

- 1. Sage is obligated to supply the E-911 service provider in Sage's service area with accurate information necessary to update the E-911 database at the time Sage submits customer orders to the local exchange telecommunications company whose service is being resold pursuant to these tariffs.
- 2. At the time Sage provides basic local service to a customer by means of Sage's own cable pair, or over any other exclusively owned facility, Sage will be obligated to make the necessary equipment or facility additions in the E-911 service provider's equipment in order to accurately and properly update the database for E-911.
- Sage will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. Sage recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by Sage.
- 4. Sage will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310.

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3.1. <u>Telecommunications Services</u> (cont'd)

- 3.1.13. <u>9-1-1 Telecommunication Service</u> (cont'd)
 - 3.1.13.B. <u>Regulations</u>
 - 1. This offering is limited to the provision and use of the digits 9-1-1 as the Universal Emergency Telephone Number (Code).
 - 1. 9-1-1 Service is one-way service only.
 - 2. Sage shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits 9-1-1 or to any other person who may be affected by the dialing of the digits 9-1-1. Sage's entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this Section and in the Rules.
- 3.1.14. **Toll Restriction Service** An optional, central office activated, service which prohibits anyone from originating a direct dialed (1+) or an operator assisted (0 or 0+) outgoing long distance call from a designated local exchange access line. Any such calls, when attempted, will be routed to a central office announcement which will inform the user that long distance calls are restricted from that line.

Toll Restriction Service will be provided as follows:

- 3.1.14.A. Toll Restriction Service can be placed on any Sage local access line where the customer has subscribed to one of Sage Telecom's local service plans.
- 3.1.14.B. Any local access lines with Toll Restriction Service *ARE* eligible for any free 1+ minutes allowable under Sage's Toll/Long Distance Promotion.
- 3.1.14.C. For business multi-line hunt groups, each local access line in the hunting group must be equipped with Toll Restriction Service.
- 3.1.14.D. Toll Restriction Service will *not* be provided on PBX trunks, at such time as Sage offers PBX-type service.
- 3.1.14.E. Toll Restriction Service is subject to availability in the central office serving the Sage customer.
- 3.1.14.F. The types of outbound long distance calls that are restricted are as follows:
 - 1. Any direct dialed 1+ long distance call. Examples include (1+Area Code+xxxxxxx), (1+xxx-xxxx), (five-digit carrier access code + 1+xxx-xxxx), or (fivedigit carrier access code + 1+Area Code+xxx-xxxx).
 - 2. Any local or long distance 0+ or 0 cali, even in the event of an emergency. Examples include (0+Area Code+xxx-xxxx), (0+xxx-xxxx), (five-digit carrier access code + 0+xxx-xxxx), or (five-digit carrier access code + 0+Area Code+xxx-xxxx).

Issued: January 10, 2002

Effective: February 9, 2002

Issued By: James E. Kennedy Vice President, Business Development Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789

3.1. <u>Telecommunications Services</u> (cont'd)

- 3.1.14. <u>Toll Restriction Service</u> (cont'd)
 - 3. Any Directory Assistance call for local or long distance numbers. Examples include (1+411) and (1+555-1212).
 - 4. Any call placed to a local DIAL 976 telephone number. Example (976-xxxx).
 - 3.1.14.F. The types of outbound long distance calls that are restricted are as follows: (cont'd)
 - 5. Any call to an emergency telephone number if it is a long distance call.
 - 3.1.14.G. The customer indemnifies and saves harmless Sage Telecom from any and all claims, losses and damages that may be caused by Toll Restriction Service.

3.1.15. Dual Service

Dual Service, as part of an outside/physical move of telephone service, provides Sage business customers the ability to have service at both the old and the new location at the same time.

- 1. At the time a service order is placed to physically move telephone service, the customer may specify a period of time, not to exceed 30 days, that they want to receive Dual Service.
- 2. Dual Service can be provided as long as the customer's new location is served by the same Central Office, which is normally the case when the customer is able to keep their existing phone number(s).
- 3. Dual service begins on the Service Order Completion (SOC) date of the new service, and extends for the number of days specified by the customer at the time of the order.
- 4. The number of days specified by the customer at the time of the order CANNOT be changed.
- 5. When Dual Service is disconnected after the specified period of time, there may be a slight outage. The outage, if there is one, should not be significant.
- 6. The per line rate of \$25 is the same whether the service period is one day or 30 days. This is a non-recurring charge.
- 7. This service replaces coordinated moves. Coordinated (i.e. after hours) move are no longer an option.

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3.1. Telecommunications Services (cont'd)

3.1.16. Feature Packaging

3.1.16.A. <u>Feature Package No. 2</u> - Consists of a select number of custom calling features. The customer pays a flat monthly fee for the ability to access each of the features. Feature Package No. 2 is available to residential and business customers who subscribe to one of the company's local service plans.

The following customer calling features are included in Feature Package No. 2:

Auto Redial Call Blocker Call Forwarding Call Return Call Trace Call Waiting Caller ID Priority Call Selective Call Forward Speed Calling 8 Three-Way Calling

At the customer's request, Call Waiting may be eliminated from the package. However, no credit will be given.

Feature Package No. 2 is subject to the availability and limitations specified in the tariffs for the individual services.

3.1.16.B. <u>Feature Package No. 3</u> - Consists of a select number of custom calling features. The customer pays a flat monthly fee for the ability to access each of the features. Feature Package No. 3 is available to residential and business customers who subscribe to one of the company's local service plans.

The following customer calling features are included in Feature Package No. 3:

Call Forwarding Call Waiting Three-Way Calling

Feature Package No. 3 is subject to the availability and limitations specified in the tariffs for the individual services.

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Issued By: James E. Kennedy Vice President, Business Development Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789

3.1. Telecommunications Services (cont'd)

3.1.17. <u>Tell-A-Friend Program</u> - This program provides a one-time credit to local exchange service customers of Sage for referring a local exchange service customer to Sage and who choose Sage as their long distance carrier.

The credit is in addition to any other allowable promotional credits.

Referring customers can earn a credit for each customer referred, provided they meet all terms and conditions of the program.

Referred customer must remain a Sage local exchange service customer for a minimum of thirty (30) days. Credit to the referring customer will not be given if the referred customer disconnects their local exchange service prior to thirty (30) days from their service date.

The issuance of any allowable credit will occur once the referred customer has been a Sage local exchange service customer for at least thirty (30) days, and will appear on the customer's bill after the 30-day period.

3.1.18. Number Intercept Treatment

Upon changing a customer's telephone number, Sage will make known to the customer that Sage will intercept all calls to a customer's former telephone number and give out the new number, at no charge to the customer, provided the customer desires this service. The service will be provided for a minimum of 30 days.

3.1.19. Number Portability

Sage does not provide Number Portability Service.

Issued: January 10, 2002

Issued By: James E. Kennedy Vice President, Business Development Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789

Stoia - Schedule 11

Effective: February 9, 2002

SECTION 4 - RATES AND CHARGES

4.1. Local Exchange Service - The following rates and charges are applicable to Residential and Business Customers.

4.1.1. Non-Recurring Service Charges - All rates are per service order, except as noted.

4.1.1.A. Effective October 24, 2003, the following rates apply to all Sage customers.

| Service Charge Type | Residence | Business |
|-------------------------------|-----------|----------|
| Installation Charge, per line | \$ 38.00 | \$ 57.00 |
| Order Processing Fee: | | |
| Telephone Number Change | \$ 25.00 | \$ 25.00 |
| All Others | \$ 5.00 | \$ 5.00 |
| Referral Message Fee | \$ 10.00 | \$ 10.00 |

4.1.1.B. Effective October 24, 2003, the following rates no longer apply to Sage customers.

| Service Charge Type | Residence | Business |
|-------------------------------|-----------|----------|
| Installation Charge, per line | \$ 45.00 | \$ 57.00 |
| Order Processing Fee: | | |
| Telephone Number Change | \$ 25.00 | \$ 25.00 |
| All Others | \$ 5.00 | \$ 5.00 |
| Referral Message Fee | \$ 10.00 | \$ 10.00 |

4.1.1.C. Reconnect Fee:

| Residence | \$ 38.00 per line |
|-----------|-------------------|
| Business | \$ 57.00 per line |

4.1.2. Monthly Local Service Plan Charges - All rates are per line.

4.1.2.A. Residential

| <u>Acouchina</u> | Monthly Rate |
|--|----------------|
| Basic Local Service | \$25.00 |
| Home Choice Plan | |
| St. Louis & Kansas City Metropolitan Exchanges | \$24.90 |
| All Other Exchanges | \$29.00 |
| Home Choice with Regional Coverage | \$39.00 |
| Metropolitan Plan | \$34.00 |
| Metro Service with Regional Coverage | \$44.00 |
| Sage Unlimited Plan | |
| St. Louis & Kansas City Metropolitan Exchanges | \$44.90 |
| All Other Exchanges | \$49.00 |
| Sage Unlimited Plan with metro calling | \$54.00 |
| Simply Savings | \$24.90 |
| Simply Savings PLUS | \$29.90 |
| Simply Savings COMPLETE Plan A | \$49.90 |
| Simply Savings COMPLETE Plan B | \$44.90 |
| | |

Issued: September 16, 2004

Issued By: Robert W. McCausland Vice President, Regulatory Affairs Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789 Effective: October 18, 2004

MO10404

Stoia - Schedule 11

(CT) (NR)

SECTION 4 - RATES AND CHARGES

4.1. Local Exchange Service (cont'd)

4.1.2. Monthly Local Service Plan Charges - All rates are per line. (cont'd)

4.1.2.B. Business

| Business | | (MT) |
|---|--------------|------|
| | Monthly Rate | |
| Basic Local Service | \$29.00 | j |
| Business Choice Plan | \$34.00 | i |
| Business Choice with Regional Coverage | \$54.00 | ļ |
| Metropolitan Plan | \$44.00 | |
| Metro Service with Regional Coverage | \$64.00 | |

Issued: June 5, 2003

Issued By: Robert W. McCausland Vice President, Regulatory Affairs Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789

Stoia - Schedule 11

Effective: July 7, 2003

SECTION 4 - RATES AND CHARGES

4.1. Local Exchange Service (Cont'd)

4.1.3. **Operator Assisted Service Rates**

4.1.3.A. **Operator Handled Calling**

In addition to applicable usage charges, the following operator-assisted charges will apply:

| Person-to-Person | |
|------------------|--|
| Local | |

\$ 2.75 per call

Stat

| tion-to-Station | |
|------------------------------|------------------|
| Local - Fully/Semi Automated | \$ 1.00 per call |
| Local - Non Automated | \$ 1.25 per call |

The term "Local" is meant to mean a call placed to a point within the customer's local calling area as defined by the applicable local service plan.

4.1.3.B. Directory Assistance Service

| Directory Assistance | |
|--------------------------------|-----------------------|
| Direct Dialed | \$ 0.75 per call |
| Via Operator | \$ 0.75 per call |
| Fully-Automated | |
| Sent-Paid | \$ 0.00 per call |
| Collect | \$ 1.00 per call |
| Bill to 3 rd Number | \$ 1.00 per call |
| Semi-Automated | |
| Sent-Paid | \$ 1.00 per call |
| Collect | \$ 1.25 per call (CR) |
| Bill to 3 rd Number | \$ 1.25 per call (CR) |
| Person-to-Person | \$ 2.75 per call |

Busy Line Verification and Line Interrupt Service 4.1.3.C.

| Busy Line Verification | \$ 1.50 per request |
|------------------------|---------------------|
| Line Interrupt | \$ 2.00 per request |

Issued: August 24, 2004

Issued By: Robert W. McCausland Vice President, Regulatory Affairs Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789

Effective: September 23, 2004

MO10403 68

SECTION 4 - RATES AND CHARGES

4.1. Local Exchange Service (Cont'd)

4.1.4. Telephone Directory Service Rates

| Service Type | Set-up Charge | Monthly Rate |
|-----------------------------------|---------------|----------------|
| Non-Listed Service | | |
| Primary Line | + | \$ 1.40 |
| Additional Line | * | \$ 1.40 |
| Non-Published Service | * | \$ 1.85 |
| Regular Extra Listing | | |
| Residential | * | \$ 1.65 |
| Business | * | \$ 3.00 |
| Extra Line Listings | | |
| Residential | * | \$ 1.65 |
| Business | * | \$ 3.00 |
| Alternate Listings | | |
| Residential | * | \$ 1.65 |
| Business | + | \$ 3.00 |
| Secretarial Listings | * | \$ 4.00 |
| Add'l Listings - Rotary No. Group | * | \$ 4.00 |
| Foreign Listings | | |
| Residential | * | \$ 1.65 |
| Business | * | \$ 3.00 |
| Residence Signature Listing | * | \$ 3.00 |
| Residence Family Space Listings | * | \$ 5.00 |
| Residence Personality Logo | | \$ 5.00 |

* Set-up Charges for newly created listings apply as follows:

| | Rate |
|-------------|---------|
| Residential | \$ 6.00 |
| Business | \$ 9.50 |

Issued: January 10, 2002

Issued By: James E. Kennedy Vice President, Business Development Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789 Effective: February 9, 2002

SECTION 4 - RATES AND CHARGES

4.1. Local Exchange Service (Cont'd)

4.1.5. <u>Custom Calling Features Rates</u> (Monthly rates unless otherwise noted.)

| Feature | Res | Bus |
|------------------------------------|----------------|---------|
| Anonymous Call Rejection | \$ 2.00 | \$ 3.00 |
| Auto Redial | \$ 2.00 | \$ 3.00 |
| Auto Redial (per occurrence) | \$ 0.75 | \$ 0.75 |
| Call Blocker | \$ 2.00 | \$ 3.00 |
| Call Forwarding | \$ 2.00 | \$ 4.00 |
| Call Return | \$ 2.00 | \$ 3.00 |
| Call Return (per occurrence) | \$ 0.75 | \$ 0.75 |
| Call Trace (per occurrence) | \$ 6.00 | \$ 6.00 |
| Call Waiting | \$ 4.00 | \$ 5.00 |
| Call Waiting ID Options | \$ 2.00 | \$ 3.00 |
| Call Waiting ID | \$ 2.00 | \$ 3.00 |
| Personalized Ring | \$ 2.00 | \$ 4.00 |
| Priority Call | \$ 2.00 | \$ 3.00 |
| Remote Access to Call Forwarding | \$ 2.00 | \$ 3.00 |
| Selective Call Forward | \$ 2.00 | \$ 3.00 |
| Speed Calling 8 | \$ 2.00 | \$ 3.00 |
| Speed Calling 30 | \$ 2,00 | \$ 3.00 |
| Three-Way Calling | \$ 2.00 | \$ 3.00 |
| Three-Way Calling (per occurrence) | \$ 0.75 | \$ 0.75 |

4.1.6. Caller ID Service

| | Monthly Rate |
|-------------|--------------|
| Residential | \$ 5.00 |
| Business | \$ 8.00 |

4.1.7. Multi-Line Hunting Service Rate

| | Monthly Rate |
|-----------------------|--------------|
| Residential, per line | \$ 1.00 |
| Business, per line | \$ 2.00 |

Issued: January 10, 2002

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Effective: February 9, 2002

Issued By: James E. Kennedy Vice President, Business Development Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789

SECTION 4 - RATES AND CHARGES

Monthly Rate

\$50.00 \$300.00

\$100.00 plus Standard

or Emergency charge

Monthly Rate

\$15.00

Monthly Rate

\$ 25.00

Monthly Rate \$ 20.00

\$ 20.00

Monthly Rate \$ 5.00

\$ 8.00

4.1. Local Exchange Service (Cont'd)

4.1.8. Maintenance Visit Charge

<u>Charge Type</u> Standard Service Call Charge Emergency Service Call Charge

NID Move

4.1.9. Reserved for Future Use

4.1.10. Toll Restriction Service

Per local access line

4.1.11 Dual Service

Per local access line

4.1.12. Feature Packaging

4.1.12.A. Feature Package No. 2

Residential Business

4.1.12.B. Feature Package No. 3

Residential Business

4.1.13. Tell-A-Friend Program

Amount of credit

Per customer \$10.00

Issued: January 10, 2002

Effective: February 9, 2002

Issued By: James E. Kennedy Vice President, Business Development Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789

SECTION 5 - PROMOTIONS AND DISCOUNTS

5.0. <u>General</u> – From time to time, Sage Telecom may elect to offer special promotions to its customers. These promotions will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service.

Any promotional waiver or discounted rate will apply only one time per customer for each service in any given wire center prefix during the course of the promotional period, subject to prior notification and approval by the Missouri Public Service Commission.

Sage Telecom will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered. If facilities permit, all residence and/or business customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions in which to subscribe to residence or business services.

Issued: January 10, 2002

Issued By: James E. Kennedy Vice President, Business Development Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789
Sage Telecom, Inc.

Missouri P.S.C. Tariff No. 1 Original Page No. 61

5.1 Promotional Offer

The monthly rate for Sage's Home Choice Plan will be reduced to \$24.90 for customers in all zones of the St. Louis Metropolitan Exchange who sign up for Sage's Home Choice Plan between June 10, 2002 and July 31, 2002.

Missouri Public

REC'D MAY 24 2002

Service Commission

Issued: May 24, 2002

Issued by: James E. Kennedy Vice President, Business Development Sage Telecom, Inc. 805 Central Expressway South, Suite 100 Allen, Texas 75013-2789

Stoia - Schedule 11

Effective: June 10, 2002

Miccouri Publie FILED JUN 1 0 2002

Service Commission

4th Revised Title Page Replaces 3rd Revised Title Page

Charter Fiberlink - Missouri, LLC

Local Exchange Tariff

P.S.C. Mo. - No. 1

Tariff for the provision of residential local exchange service in the following Southwestern Bell and CenturyTel incumbent exchanges of:

- St. Charles (Southwestern Bell)
- Harvester (Southwestern Bell) .
- Chesterfield (Southwestern Bell)
- Pond (Southwestern Bell)
- Manchester (Southwestern Bell) •
- Eureka (Southwestern Bell)
- Valley Park (Southwestern Bell)
- Fenton (Southwestern Bell)
- Pacific (Southwestern Bell)
- High Ridge (Southwestern Bell)
- Sappington (Southwestern Bell) ٠
- Webster Groves (Southwestern Bell)
- Kirkwood (Southwestern Bell)
- Mehlville (Southwestern Bell) •

- **(D)**
- (D) St. Louis (Southwestern Bell) (N)
- Ladue (Southwestern Bell) (N)
- Creve Coeur (Southwestern Bell) (N)
- St. Peters (CenturyTel) (M)
- Dardenne (CenturyTel) (M) (M)
- O'Fallon (CenturyTel)
- Wentzville (CenturyTel) (M)

Issued By: Carrie L. Cox, Director Legal and Regulatory Affairs 12405 Powerscourt Drive, St. Louis, MO 63131 Charter Fiberlink - Missouri, LLC

Issue Date: May 19, 2004

Effective Date: June 21, 2004

Charter Fiberlink – Missouri, LLC Local Exchange Tariff

3rd Revised Page 1 Replaces 2nd Revised Page 1

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Effective Date: January 19, 2004

Charter Fiberlink – Missouri, LLC Local Exchange Tariff

4th Revised Page 2 Replaces 3rd Revised Page 2

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Issue Date: December 16, 2003

Effective Date: January 1, 2004

LOCAL EXCHANGE TARIFF

1.1. Application of Tariff

Service Commission This Local Exchange Tariff contains regulations, rates and charges applicable to the provision of

residential Local Exchange Service ("Service(s)"), provided by Charter Fiberlink - Missouri, a competitive facilities-based provider of residential telephony services ("Telephone Company"), to residential Customers in the rate centers of St. Charles, St. Peters, Dardenne, Harvester and O'Fallon,

End users may purchase Services from the Local Exchange Tariff only to the extent explicitly set forth herein. The Services will not be provided to an end user's location in such a manner that avoids this end user restriction. Local Exchange Services may not be resold.

The regulations, rates and charges contained herein are in addition to the applicable regulations, rates and charges specified in other Tariffs of the Telephone Company as referenced herein.

Missouri Public

Missouri Pupic Page 3

REC'D NOV 2 0 2001

FILED JAN 01 2002 02-391 Service Commission

Issued By: Jerold C. Lambert, Vice President and Sr. Counsel Charter Fiberlink - Missouri, LLC

Issue Date: November 20, 2001

Effective Date: January 1, 2002



P.S.C. MO - No. 1 Missouri Public

Charter Fiberlink – Missouri, LLC Local Exchange Tariff

Original Page 4

1.2. Listing of Waivers

RECD NOV 2 0 2001

During the Certification process, Charter Fiberlink – Missouri (LEV) Requested and received waivers of certain MO PSC statutes and Commission rules for the provision of local basic telecommunications services:

Statutes

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| 392.210.2 | Uniform system of accounts |
|-----------|--|
| 392.240.1 | Rates - rentals - service & physical connections |
| 392.270 | Valuation of property (ratemaking) |
| 392.280 | Depreciation accounts |
| 392.290 | Issuance of securities |
| 392.300.2 | Acquisition of stock |
| 392.310 | Stock and debt issuance |
| 392.320 | Stock dividend payment |
| 392.330 | Issuance of securities, debts and notes |
| 393-340 | Reorganization (s) |

Commission Rules

| 4 CSR 240.10.020 | Depreciation fund income |
|-------------------------|--|
| 4 CSR 240-30.010(2) (C) | Posting of Tariffs |
| 4 CSR 240-30.040 | Uniform system of accounts |
| 4 CSR 240-32.030(4) (C) | Exchange boundary maps |
| 4 CSR 240-33.030 | Minimum charges |
| 4 CSR 240.35 | Reporting of bypass and customer specific arrangements |
| | |

Missouri Public

FILED JAN 01 2002 02-391 Service Commission

Issued By: Jerold C. Lambert, Vice President and Sr. Counsel Charter Fiberlink – Missouri, LLC

Issue Date: November 20, 2001

Effective Date: January 1, 2002

Stoia - Schedule 12

-5

Charter Fiberlink – Missouri, LLC Local Exchange Tariff

1st Revised Page 5 Replaces Original Page 5

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1.3. Explanation of Symbols/Tariff Format

The following symbols are used herein to identify schedule and text changes:

- (D) Discontinued Rate, Treatment or Regulation
- (I) Increased Rate, New Treatment (Increase)
- (M) Move of Text No Rate Change
- (N) New Rate, Treatment or Regulation
- (R) Reduced Rate, Treatment or Regulation
- (T) Change in Text No Rate Change
- (Z) Correction of Text No Rate Change

The initial issuance of the Local Exchange Tariff will be designated as "Original Page XX" in the header of each page. Thereafter, any revisions filed to the Local Exchange Tariff will be designated using the above symbols to indicate the area of text being changed and the page will be revised to reflect "Xth Revised Page XX".

Issued By: Trudi McCollum Foushee, Vice President and Sr. Counsel, Law and Regulatory Affairs Charter Fiberlink – Missouri, LLC

Charter Fiberlink – Missouri, LLC Local Exchange Tariff

original Page 6 RECD NOV 2 0 2001

Missouri Public

1.4. Definitions and Terms

Glossary of Definitions and Terms:

Service Commission

Additional Listing - Any listing of a name or other authorized information in connection with a customer's telephone number in addition to the complimentary listing as identified in the Local Exchange Tariff.

Application - A request made orally or in writing for telephone service.

Authorized Account User – The person or persons authorized to make changes to a customer account including changes to toll carriers as designated by the account holder. Authorized Account Users shall be limited to two persons for any single postal address.

Automated Message Accounting (AMA) - the data recorded at the switch and used to calculate the amount billed to the end user for MCA, local exchange, intraLATA toll and InterLATA toll charges and used to calculate the amount billed to the Interexchange Carrier to bill the access carrier for access charges due to the Telephone Company for use of its network.

Central Office - A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

Central Office Line - A circuit directly connecting an individual with a central office.

Connecting Company - A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

Connector - See "Switch".

Connection Charge - See "Service Charge".

Construction Charge - A separate nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the Local Exchange Tariffs.

Continuous Property - The plot of ground, together with any building thereon, occupied by the customer, which is not divided by public highways or separated by property occupied by others.

Contract - The agreement between a customer and the Telephone Company under which service and facilities are furnished in accordance with the applicable provisions of the Local Exchange Tariffs.

Cost - The cost of labor and materials, which includes appropriate amounts to cover the Telephone Company's general operating and administrative expenses.

Customer - The individual, partnership, association or corporation which contract for telephone service and are responsible for the payment of charges and compliance with the general regulations of the Telephone Company.

CPE - Customer Provided Equipment - Devices, apparatus, and/or associated wiring provided by a customer.

Customer Provision - Customer purchase or lease of customer-provided equipment from the Telephone Company or from any other supplier.



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Data Access Arrangement - A protective connecting arrangement for use with the network control signaling unit, or in lieu of the connecting arrangement, an arrangement to identify a central office line and protective facilities and procedures to assure proper operation and protection of the telecommunications network.

Demarcation Point - That point (referred to as Demarc Point or Network Interface) of interconnection between the Telephone Company's facilities and the wiring at the subscriber's premises. The Demarc Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's Rules and Regulations. The Demarc Point will generally be within twelve inches of the protector or, absent a protector, within twelve inches of the entry point to the customer's premises. If conforming to the twelve inches is unrealistic or technically impossible, the Demarc Point will be the most practicable minimum point of entry to the customer's premises. The network interface may be located at a point other than the normal demarcation point where the network interface has been previously established by the presence of network equipment. With regard to premises for any structure that is built to be mobile (e.g., mobile homes, recreational vehicles), the Telephone Company may place the Demarc Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks, marinas and similar premises may be treated by the Telephone Company as a single unit premises, with the Demarc Point being placed on the shore or other location as deemed appropriate by the Telephone Company.

Exchange Station - A station connected with a central office of the Telephone Company over its own lines.

Extra Listing - See "Additional Listing".

Harm - Harm consists of hazards to personnel, damage to Telephone Company equipment, and impairment of service to persons other than the user of the customer-provided equipment. Types of harm include, but shall not be limited to, voltages dangerous to personnel, destruction of or damage to equipment, induced noise or cross talk, incorrect dial pulsing, failure of supervision, faise answer, incorrect billing, absence of voice band transmission path for call progress signals, and loss of capability to answer an incoming call.

Individual Line - An exchange line designed for the connection of a telephone set.

Initial Service Period - The minimum length of time for which a customer is obligated to pay for service, facilities and equipment whether or not retained by the customer for such minimum length of time.

Installation Charge - A nonrecurring charge made at the time of installation of communications service or equipment, which applies in addition to service charges and other applicable charges for service or equipment unless specifically excepted.

Intercommunicating System - An arrangement involving two or more stations that enables a user to signal and connect with other stations in the system.

Interconnection - The method by which telecommunications facilities of the Telephone Company are arranged to transmit to, or receive information from, customer-provided equipment.

Local Calling Scope (LCS) - A combined Area in which interexchange telephone service is furnished at a flat rate between two or more exchange areas. See MCA.

Local Exchange Service - Telephone communications within a local service area in accordance with the provisions of the Telephone Company's Local Exchange Tariffs.

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Local Message - A completed communication between customers' stations located within the same exchange area or local service area.

Local Calling Service Area - The area throughout which communication service is rendered to a customer or users without the application of toll charges.

Main Terminal - The termination of a central office line on a customer's premises, usually at a protector.

Message - A completed customer call.

MCA – Metropolitan Calling Area, an extended local calling area plan that allows free local calling outside of the exchange area as defined by the Missouri PSC. MCA subscribers include all customers of incumbent local exchange carriers and competitive local exchange carriers being served by dedicated NXX codes, identified as MCA NXX codes, pursuant to the Missouri Public Service Commission's Report and Order in Case No. TO-99-483.

Premises - The buildings, portion or portions of a building on continuous property used and/or occupied at one time by the customer as a residence. Where floor space in adjoining buildings is made continuous at one or more floor levels, all floor space in both buildings is considered as the same premises insofar as the customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.

Registered Terminal Equipment - Equipment registered in accordance with FCC regulations that may be connected to access services of the Telephone Company.

Residence Service - Telephone service furnished to customers when the actual or obvious use is for domestic purposes.

Service Charge - The nonrecurring charge a customer is required to pay for establishing telephone service or subsequent modification of that service.

Slamming - is the unauthorized change of a subscriber's local exchange, intraLATA or InterLATA telecommunications carrier.

Station - Specific identifying number associated with a location on a communications system.

Supplemental Facilities or Services - Services or facilities other than primary service.

Switch - A unit of dial switching equipment that provides interconnection between station lines or trunks.

Tariff - The schedule of Local Exchange rates and charges, rules and regulations adopted and filed by the Telephone Company and approved by the Missouri Public Service Commission.

Telecommunications Service Priority (TSP) System - The TSP System is a service that provides for the priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. NSEP telecommunications services are defined by the Federal Communications Commission (FCC) as those services which are used to maintain a state of readiness or to respond to and manage any event or crisis (local, national or international), which causes or could cause injury or harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States. The TSP System applies only to NSEP services and provides the Telephone Company with a guide to the sequence in which services are to be provisioned and/or



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restored. Regulations, rates and charges for TSP System Service are set forth in the Telephone Company's Tariff Facilities for Intrastate Access.

Telephone Company - Charter Fiberlink - Missouri, LLC.

Telephone Set - A telephone instrument consisting of a transmitter, receiver, and associated apparatus connected to permit transmission and receipt of telephone messages.

Terminal Equipment - Equipment at the terminal of a communication circuit.

Terminal Equipment Accessories - Devices, apparatus and their associated wiring, provided by a customer, which do not constitute a communications system and which when connected to the telecommunications system of the Telephone Company, are connected electrically, acoustically or inductively.

Termination Charge - A charge applied under certain conditions when service is terminated by the customer before the expiration of the minimum commitment period.

Underground Service Connection - A customer's "drop" wire that is run underground from a pole line or an underground distributing cable.

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1.5.

1st Revised Page 10 **Replaces Original Page 10 Obligation and Liability of the Telephone Company**

1.5.1 Availability of Facilities and Equipment

The Telephone Company's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary pole lines, circuits, and equipment

The installation and restoration of Services shall be subject to the regulations set forth in this Local Exchange Tanff

1.5.2 Interruptions of Service

in the event of an interruption to the service not due to the negligence or wiliful act of the customer or customer premises equipment, an allowance will be made if the interruption continues for more than twenty-four (24) hours from the time it is reported to or detected by the Telephone Company

The allowance will be limited to the prorated portion of the monthly rate or guarantee for the service or portion thereof made inoperative. No other liability shall in any case attach to the Telephone Company in consideration of such interruptions

1.5.3 Liability

In view of the possibility of errors and difficulties occurring in the transmission of messages by telephone, and the impossibility of fixing the cause thereof, the customer assumes all risks connected with the service except as follows

If the initial installation is defective or if service is interrupted for more than twenty-four (24) hours otherwise than by the negligence or willful act of the customer or due to customer premises equipment, an allowance limited to the prorated portion of the monthly rate or guarantee for the service or portion thereof interrupted, shall be made after notice and demand to the Telephone Company No allowance shall be made for interruptions due to the inside wiring or customer provided equipment

The advertised speeds of the customer's modem may not be attainable with this service and are not guaranteed by the Telephone Company The Telephone Company will assure, however, that it's local exchange access lines meet the standards outlined in 4 CSR 240-32 060, Engineering and Maintenance

1.5.4 Directory Errors and Omissions

The Telephone Company's liability for damages due to errors or omissions in directory listings will be limited to a credit of the Customer's basic monthly service charge for the period from the date of notice of the error to the Telephone Company to the date of issuance of a new directory containing the proper listing

In the case of extra listings in the alphabetical section of the directory for which a charge is made, (M) the Telephone Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues

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The customer indemnifies and holds the Telephone Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Telephone Company's liability shall be limited to a refund of any monthly charges assessed by the Telephone Company for the basic monthly service charge for the affected service.

1.5.5 Transmitting Messages

The Telephone Company does not transmit messages but offers the use of its facilities for communications between patrons. If because of transmission difficulties the operator, in order to accommodate the customer, repeats messages, the operator is deemed to be acting as the agent of the persons involved and no liability shall attach to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between customers because of such errors.

1.5.6 Use of Connecting Telephone Company Lines

When suitable arrangements can be made, lines of other telephone companies may be used in establishing wire connections to points not reached by this Telephone Company's lines. In establishing connections with the lines of other companies, the Telephone Company is not responsible or liable for any action of the Connecting Company. Connection of the Telephone Company's lines to the lines of another telephone company shall be at the sole discretion of the Telephone Company.

1.5.7 Defacement of Premises

The Telephone Company shall exercise due care in connection with all work done on customer's premises. No liability shall attach to the Telephone Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Telephone Company's facilities and associated wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the direct result of the sole negligence of the Telephone Company. Customers sole remedy for such damage shall be repair of such damage.

1.5.8 Call Features

The Telephone Company shall not be liable for any loss or damages arising out of error, interruptions, defects, failure or malfunctions of Call Features associated with Telephone Company's Services. Damages arising out of such interruptions, defects, failures, or malfunctions of the services after the Telephone Company has been notified, and has had a reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from the customer until service is restored.

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Caller ID

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This feature enables the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls by means of a caller identification display unit. When Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle.

Per line blocking for blocking of CPN will be available upon request, at no charge, <u>ONLY</u> to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Applicant

- a) Private, nonprofit, tax exempt, domestic violence intervention agencies,
- b) Federal, state, and local law enforcement agencies

The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. A Customer utilizing Per line blocking can unblock their CPN information on a per call basis, at no charge, by dialing an access code (*82 on their touch tone pad) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number on a per call basis to the called party by dialing an access code (*67 on their touch tone pad) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates per call blocking, the CPN will not be transmitted to a called party. Instead, the called party will receive an anonymous indicator. This anonymous indicator notifies the called party that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the called party subscribes to Anonymous Call Rejection, the calling party will be routed to a Telephone Company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of Caller ID equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Telephone Company assumes no liability and Customer agrees to hold Telephone Company harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber Resale of this information is prohibited by this Local Exchange Tariff CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

Call Trace

This feature allows the Customer to dial a special code initializing a Call Trace (identifying callers making calls) If a Call Trace is successful, the Telephone Company's equipment will record the incoming call detail (not the conversation) as follows

- · The originating telephone number,
- The date and time of the call, and
- The date and time call trace was activated

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The results of the trace will not be provided to the customer directly

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When Call Trace successfully identifies a calling number, a recording instructs the Customer to call a toll free number, which will activate a Voice Response Script and assist the customer in establishing an open file. Should the Customer decided to prosecute the call originating party, the customer should contact Telephone Company for further instructions. Activation of Call Trace never authorizes Telephone Company to provide the called party with the name or telephone number of the calling party.

In the event that Call Trace is not available or is unsuccessful, it may be necessary to place a manual trap on the customer's telephone line

Other call features, not having specific regulatory requirements, are described in <u>Section 1.8.4</u> of this Local Exchange Tariff

900/976 Call Block

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Telephone Company blocks all 900 and 976 calls At this time, 900/976 unblocking is not available

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1.6. Exchanges to Provide Service

| Exchange | Local Exchange | Expanded Area Service | Zone |
|--------------|----------------|--|-------|
| SWB Area | | | |
| St. Charles | St. Charles | Harvester | MCA-3 |
| Harvester | Harvester | Chesterfield, Pond, St. Charles, St. Peters | MCA-4 |
| Chesterfield | Chesterfield | Manchester, Harvester, Pond plus the Creve Cœur zone of the St. Louis Metropolitan Exchange | MCA-3 |
| Pond | Pond | Chesterfield, Eureka, Harvester, Manchester, Pacific | MCA-4 |
| Manchester | Manchester | Chesterfield, Eureka, Pond, Valley Park plus the Creve Coeur and Kirkwood zones of the St. Louis Metropolitan Exchange | MCA-3 |
| Eureka | Eureka | High Ridge, Manchester, Pacific, Pond, Valley Park | MCA-4 |
| Valley Park | Valley Park | Fenton, Eureka, High Ridge, Manchester plus the Kirkwood zone of the St. Louis Metropolitan Exchange | MCA-3 |
| Fenton | Fenton | Maxville, Valley Park, High Ridge plus the Kirkwood and Sappington zones of the St. Louis Metropolitan Exchange | MCA-3 |
| Pacific | Pacific | Gray Summit, Eureka, Pond | MCA-5 |
| High Ridge | High Ridge | High Ridge-Local Only, Antonia, Cedar Hill, Eureka, Fenton, Maxville and Valley Park | MCA-3 |

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| | . . | Replaces Origi | - |
|----------------|----------------|---|-------|
| Sappington | Sappington | All subscribers in the St. Louis Metropolitan Exchange, Fenton and Maxville; plus Optional Metropolitan Calling Area service subscribers in the Southwestern Bell's exchanges of Portage Des Sioux, St. Charles, Chesterfield, Manchester, Valley Park, Imperial, Harvester, Pond, Eureka, High Ridge, Antonia, Herculaneum-Pevely, Gray Summit, Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City and DeSoto; CenturyTel's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance and Augusta; and Orchard Farm Telephony Company's exchanges of Orchard Farm. | MCA-1 |
| Webster Groves | Webster Groves | All subscribers in the St. Louis Metropolitan Exchange; plus Optional Metropolitan Calling Area service subscribers in the Southwestern Bell's exchanges of Portage Des Sioux, St. Charles, Chesterfield, Manchester, Valley Park, Fenton, Maxville, Imperial, Harvester, Pond, Eureka, High Ridge, Antonia, Herculaneum-Pevely, Gray Summit, Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City and DeSoto; CenturyTel's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance and Augusta; and Orchard Farm Telephony Company's exchanges of Orchard Farm. | MCA-1 |
| Kirkwood | Kirkwood | All subscribers in the St. Louis Metropolitan Exchange, Manchester, Fenton and Valley Park; plus Optional Metropolitan Calling Area service subscribers in Southwestern Bell's exchanges of Portage Des Sioux, St. Charles, Chesterfield, Maxville, Impe | MCA-2 |

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| | | Harvester, Pond, Eureka, High Ridge, Antonia, Herculaneum Pevely, Gray Summit, Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City and DeSoto; CenturyTel's Exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance and Augusta; And Orchard Farm Telephony Company's exchanges of Orchard Farm. | |
|-----------|-----------|--|-------|
| Mehlville | Mehlville | All subscribers in the St. Louis Metropolitan Exchange And Maxville; plus Optional Metropolitan Calling Area service subscribers In Southwestern Bell's exchanges of Portage Des Sioux, St. Charles, Chesterfield, Manchester, Valley Park, Fenton, Imperial, Harvester, Pond, Eureka, High Ridge, Antonia, Herculaneum-Pevely, Gray Summit, Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City and DeSoto; CenturyTel's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Forists New Melle, Defiance and Augusta; and Orchard Farm Telephony Company's Exchanges of Orchard Farm. | MCA-I |

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| St. Louis | St.Louis | All subscribers in the St. Louis Metropolitan Exchange Plus Optional Metropolitan Calling Area service subscribers in Southwestern Bell's exchanges of Portage Des Sioux, St. Charles, Chesterfield, Manchester, Valley Park, Fenton, Maxville, Imperial, Harvester, Pond, Eureka, High Ridge, Antonia, HerculaneumPevely, Gray Summit, Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City and DeSoto; CenturyTel's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance and Augusta; and Orchard Farm Telephony Company's exchanges in East St. Louis and Granite City, Illinois who subscribe to Extended Local Area Service. | Principal Zone | 222222222222222222222 |
|-----------|---|--|----------------|-----------------------------|
| Ladue | Ladue, Overland, Ferguson, River- View, Webster Groves | All subscribers in the St. Louis Metropolitan Exchange; plus Optional Metropolitan Calling Area service subscribers in Southwestern Bell's exchanges Of Portage Des Sioux, St. Charles Chesterfield, Manchester, Valley Park, Fenton, Maxville, Imperial, Pond, Eureka, High Ridge, Antonia, Herculaneum Pevely, Gray Summit, Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City and DeSoto; Verizon Midwest's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance and Augusta; and Orchard Farm Telephone Company's exchange of Orchard Farm. | MCA-1 | 223333333333333333333333333 |

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| Ladue | Bridgeton, Florissant, Hazelwood, Spanish Lake | All subscribers in the St. Louis Metropolitan Exchange, plus Optional Metropolitan Calling Area service subscribers in Southwestern Bell's exchanges Of Portage Des Sioux, St. Charles Chesterfield, Manchester, Valley Park, Fenton, Maxville, Imperial, Pond, Eureka, High Ridge, Antonia, Herculaneum-Pevely, Gray Summit, Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City and DeSoto, Verizon Midwest's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance and Augusta; and Orchard Farm Telephone Company's exchange of Orchard Farm. | MCA-2 | N N N N N N N N N N N N N N N N N N N |
|-------------|---|---|--------------|---------------------------------------|
| Creve Coeur | Creve Coeur | All subscribers in the St. Louis Metropolitan exchange, Chesterfield and Manchester, Plus Optional Metropolitan Calling Area service subscribers in Southwestern Bell's exchanges of Portage Des Sioux, St. Charles Valley Park, Fenton, Maxville, Imper Harvester, Pond, Eureka, High Ridge Antonia, Herculaneum-Pevely, Gray Pacific, Cedar Hill, Ware, Hillsboro Festus-Crystal City and DeSoto, Verizon Midwest's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe Moscow Mills, Wentzville, Foristell, New Melle, Defiance and Augusta; And Orchard Farm Telephone Company's exchange of Orchard Far | , Summit, | 3333333333333333333333333 |

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| CenturyTel Area | | | | |
|---------------------------------------|--------------------|--|------------------------|------------|
| St. Peters | St. Peters | Harvester, Augusta | MCA-4 | (M) |
| | | New Melle, Foristell Defiance, O'Fallon | | (M) |
| | | Dardenne, Wentzville | | (M) (M) |
| | | Bardenne, Wentzvine | | (144) |
| Dardenne | Dardenne | St. Peters, O'Fallon | MCA-4 | (M) |
| | | Augusta, New Melle | | (M) |
| | | Foristell, Defiance | | (M) |
| | | Wentzville | | (M) |
| O'Fallon | O'Fallon | St. Peters, Dardenne | MCA-4 | (M) |
| • • • | | Augusta, New Melle | | (M) |
| | | Foristell, Defiance | | ÌM) |
| | | Wentzville | | (M) |
| Wentzville | Wentzville | Augusta, Dardenne | MCA-5 | (M) |
| " Chilly Mile | | Defiance, Foristell | 11071-5 | (M) |
| | | O'Fallon, New Melle, | | (M) |
| | | St. Peters | | (M) |
| Calling rules, per line M follows: | 40 PSC, apply to C | ustomers requesting MCA service in | the above exchanges as | (M) (M) |
| Principal Zone subscr | ibers can call##• | | | |
| | | MCA-1 and MCA-2 Customers, and | all MCA-3, MCA-4 and | (M) |
| | ubscribers. | , | | (M) |
| | | | | |
| MCA-1 subscribers car | | A 1 and MCA 2 Customers and all | MCA 2 MCA And | A A |
| | ubscribers. | CA-1, and MCA-2 Customers, and al | I MCA-3, MCA-4 and | (M) (M) |
| 11011-5-5 | 00301100131 | | | () |
| MCA-2 subscribers car | n catl##: | | | |
| | | A-1, and MCA-2 Customers, and all | MCA-3, MCA4 and | (M) |
| MCA-5 s | ubscribers. | | | (M) |
| MCA-3 subscribers car | n call##: | | | (M) |
| | | CA-1, MCFA-2 and MCA-3 Custome | ers, and all MCA-4 and | (M) |
| MCA-5 s | subscribers. | | | |
| | | | | |

See Figure 1 - MO PSC Local Exchange Map for exchange areas in each MCA Zone

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| MCA-4 and MCA-5 subscribers can call##: -all MCA Principal Zone, MCA-1, MCA-2, MCA-3 and MCA-4 Customers, and all MCA-5 subscribers. | (M) |
|--|------------|
| MCA-1, MCA-2, MCA-3, MCA-4 and MCA-5 <u>non-subscribing</u> Customers can call: -all Customers in their own local exchange and EAS points, if any. | (M) (M) |
| NOTE: MCA numbering is not applicable in Principal Zone, MCA-1 and MCA-2. Customers in these areas May call all MCA customers for all zones on a non-toll basis. Customers in Principal Zone, MCA-1 | (M) (M) |

And MCA-2 will incur toll charges when calling non-MCA customers in MCA-3, MCA-4 and MCA-5. (M)

<u>Subscribers</u> include all customers of incumbent local exchange carriers and, pursuant to the Missouri (M) Public Service Commission Report and order in Case No. T0.99-483, all customers of competitive local (M) Exchange carriers.

| Optional Metropolitan Calling Area service subscribers include all customers of incumbent local exchange | (M) |
|--|-----|
| Carriers and competitive local exchange carriers being served by dedicated NXX codes identified as MCA | (M) |
| NXX codes pursuant to the Missouri Public Service Commissions' report and order in Case No. T0-00-483. | (M) |

See Figure 1 - MO PSC Local Exchange Map for exchange areas in each MCA Zone.

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Charter Fiberlink – Missouri, LLC Local Exchange Tariff

al Exchange Tariff 1st Revised Page 16 Replaces Original Page 16 1.7. Practices and Procedures – Residential Service

1.7.1 Rights of the Telephone Company in Furnishing Service

1. Ownership and Use of Services

- a. Facilities furnished by the Telephone Company to provide transmission Service on the premises of a Customer (except for inside wiring and inside jacks) are the property of the Telephone Company. This includes the Telephone Companyassigned Telephone Number(s) to Customer. The agents and employees of the Telephone Company shall have the right to enter said premises at any reasonable hours for the purpose of installing, inspecting, maintaining or repairing the equipment, instruments and lines, or upon termination of the Service, for the purpose of removing such equipment, instruments and lines.
- b. If the installation and maintenance of Service are requested at locations which are or may become hazardous or dangerous to the Telephone Company's employees or the public or property, the Telephone Company may refuse to install and maintain such Service, and, if such Service is furnished may require the Customer to install and maintain such Services and may also require the Customer to indemnify and hold the Telephone Company harmless from any claims, loss or damage by reason of the installation and maintenance of such Service.
- 2. Service Use by Customer

The Service is furnished only for use by the Customer, the Customer's family, or persons residing in the Customer's household, except as the use of the Service may be extended to persons temporarily subleasing a Customer's residential premises. Use of the Services and all charges incurred therein shall be the sole responsibility of the Authorized Account User.

3. Use of Party Line Service

Applications for party line Service are not accepted by the Telephone Company.

- 4. Connection of Automatic Dialing-Announcing Devices
 - a. The Telephone Company will not knowingly permit connection to or operation over the telephone network of an automated dialing-announcing device used for solicitation purposes where calls initiated by the device cannot be terminated at will by the called party and dial tone restored to the called party promptly upon termination of the call by the called party.
 - b. Any prerecorded message issued by an automated dialing-announcing device shall be preceded by an announcement that states the name and address of the calling party, the purpose of the message, and that the message is coming from automated equipment.

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1.7.2 Establishment and Provision of Service

Application for Service

- 1 Applications for initial or additional Services may be made to Telephone Company verbally or in writing During the application process, the Telephone Company may check commercial credit services or past telephone account information in order to establish a credit risk assessment and/or for use in establishing any deposit amount that may be required
- 2 Any change in rates or regulations prescribed by public authority having applicable jurisdiction, modifies all terms and regulations of the Services to the extent of such changes
- 3 The Telephone Company reserves the right to refuse service to any applicant who is found to be indebted to the Telephone Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Telephone Company may also refuse to furnish service to any applicant desiring to establish service for former Customers of the Telephone Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
- 4 The Telephone Company may also decline to provide service to a minor whose principal place of abode is the home of the minor's parent, guardian, or other person legally charged with the minor's care and custody

1.7.3 Directories

- 1 Telephone Directory Distribution The Telephone Company will contract with the incumbent Company that currently distributes directories in the applicable exchange areas for purposes of providing direction to its Customers Directories will be distributed without charge to the Telephone Company's Customers Additional directories or information requested by a Customer will be furnished where, in the opinion of the Telephone Company, such provision will result in a more efficient use of the Service by that Customer Additional directories will be furnished at the discretion of the Telephone Company at a reasonable rate
- 2 Telephone Directory Ownership Directories regularly furnished to Customers are the property of the incumbent distributing telephone company, are loaned to Customers only as an aid to the use of the telephone service, and are to be returned to the Telephone Company or the incumbent distributing company upon request. The Telephone Company shall have the right to make a charge for directories issued in replacement of directories destroyed, defaced or mutilated while in possession of Customers.
- 3 The rates and regulations for directory listings in this Section, 1 7 3, apply only to the alphabetical directory containing the regular alphabetical list of names of Customers
- 4 The alphabetical list of names of Customers is for the purpose of informing calling parties of the telephone numbers of Customers and those entitled to use Customers' Service, and special position or arrangement of names is not contemplated
- 5 (4)The Telephone Company limits the length of any listing in the directory by the use of abbreviations when, in the opinion of the Telephone Company, the clearness of the listing or the identification of the Customer is not impaired thereby

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- 6 Listings must conform to the incumbent Telephone Company's practices with respect to its (M) directories
- 7 Listings are regularly provided in connection with all classes of Exchange Service, unless the Customer subscribes to Non-published or Non-listed Service Ordinarily, listings are automatically included in the directory A listing, however, may be omitted upon request of a Customer when, in the judgment of the Telephone Company, the omission of the listing is warranted by the circumstances of the particular case
- 8 Except as provided in <u>Section 1.7.10</u> of this Local Exchange Tariff, the applicable period for directory listings, including extra listings, where the listing actually appears in the directory, is the current directory period
- 9 The Telephone Company will furnish upon request the name and address of the Customer when used to provide recorded announcements under the provisions of this Local Exchange Tariff
- 10 One listing without charge, termed the Primary Listing, is provided as follows
 - a One listing will be provided at one alphabetical location. This listing must be the actual name of the Customer to whom service is rendered, or it may be the name of a member of the Customer's family or household, or a dual name Primary Listing may be provided for two persons who reside at the same address or for a person known by two first names. This listing is comprised of a surname, no more than four additional names, one address, and one telephone number.
 - b The four (4) additional names referred to preceding can be any combination in accordance with the Customer's preference of the following first name, middle name, initial(s), nickname, maiden name and second surname
 - c When a Customer has Telecommunications for the Deaf (TDD) Service, they may request their listing identified as TDD Only or TDD & Voice next to their number
 - d No name or phrase will be listed which, in the opinion of the Telephone Company, is likely to mislead or deceive the public
 - e When service is contracted for by one party for the use of a second party, the listing may be in the name of the second party provided the preceding requirements are met insofar as the listed name is concerned
 - f At the request of the Customer, the primary listing may be omitted from the directory (Non-listed Service) or from both the directory and the Directory Assistance Service records (Non-published Service) Non-listed and Non-published Services are furnished subject to the regulations and rates specified in <u>Section 1 8 4</u> of this Local Exchange Tariff. The omission of the primary listing in the directory at the Customer's request does not entitle the Customer to an additional listing without charge in connection with other Services for which the Customer may be subscribing

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1.7.4 Priority of Service

In case a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of network transmission service takes precedence in the furnishing of any service or facility

1.7.5 Customer Premise Equipment (CPE)

Customer Premises Equipment ("CPE") is all terminal equipment normally used on the Customer's premises and owned by the Customer, or owned by the Telephone Company or some other supplier and leased to the Customer, including the terminal equipment located or held in inventory on the Customer's premises

The Telephone Company shall allow Customers to secure the provision, repair, and maintenance of CPE from any supplier, provided that such equipment shall be in compliance with applicable registration standards promulgated by the Federal Communications Commission

The Telephone Company will endeavor to answer any questions concerning the installation, repair, and maintenance of CPE by telephone contact, personal contact, or printed material, upon request

1.7.6 Fees and Taxes Billed to Customer

When any municipality, other political subdivision or local agency of government, imposes upon the Telephone Company any license, occupation, or other similar charge or tax applicable to service by the Telephone Company to the Customer, or imposes a charge or tax based upon a percentage of gross receipts, net receipts, or revenues from sale of telephone service by the Telephone Company, the charges for local service to Customers within such municipality, other political subdivision or local agency of government, shall be increased by an amount equal to each such Customer's proportionate part of any such charge or tax, and such amount shall be shown separately on the Customer's bill

All regulated charges, other than taxes and franchise fees, will be submitted to the Missouri Public Service Commission for prior approval

1.7.7 Application of Residential Rates

Residential rates apply at the following locations

- 1 in private residences where business listings are not provided
- 2 In private apartments of hotels, rooming houses, or boarding houses where service is confined to the Customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished
- 3 In the place of residence of a clergyman or nurse, and in the place of residence of a physician, dentist, veterinary, surgeon or other medical practitioner, provided the Customer does not maintain an office in the residence

Telephone Company does not offer business class Service

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1 Establishment of Credit

The Telephone Company is not obligated to provide service to any individual or firm that owes the Telephone Company an undisputed amount for services previously rendered at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Telephone Company

2 Discontinuance of Service for Failure to Establish Credit

1.7.8 Establishment and Maintenance of Credit

During normal business hours, Service may be discontinued for failure to establish credit, as authorized in this Local Exchange Tariff, after written notice by first class mail has been sent or delivered to the Customer, at least ten (10) days prior to the date of the proposed discontinuance

3 Service Restoral Charge

Where Service has been discontinued for failure to establish credit as authorized above, the regular restoral of service charge will be made and collected by the Telephone Company

4 Retention of Uncollectable Records

The Telephone Company retains uncollectable records for a period of two (2) years

1.7.9 Deposits

Telephone Company may require a deposit from Customer based upon findings as stated in <u>Section 1.7.2</u>

Interest will be calculated and paid on residential deposits pursuant to the Missouri PSC rules. A deposit shall be subject to the following terms

- 1 Required deposits shall not exceed the estimated charges for two (2) months' service based on the average bill during the preceding twelve (12) months, or, in the case of new applicants for service, the average monthly bill for new subscribers within a Customer class,
- 2 Upon discontinuance or termination, the deposit shall be credited, with accrued interest, to any charges stated on the final bill and the balance, if any, shall be returned to the Customer within twenty-one (21) days of the rendition of such final bill,
- 3 Upon satisfactory payment of all undisputed charges during the last twelve (12) billing penods, Telephone Company shall, with accrued interest, promptly refund or credit the deposit against charges stated on subsequent bills Telephone Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by such deposit,

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- 4 Telephone Company shall maintain records that show the name of each Customer who has (M) posted a deposit, the current address of such Customer, the date and amount of deposit, the date and amount of interest paid and the earliest possible refund date (M)
- 5 Telephone Company shall upon request provide within ten (10) days a receipt that contains the following information
 - a Name of Customer,
 - b Address of the service location for which the deposit is required,
 - c Place where deposit was received or a designated code that identifies the location,
 - d Date when the deposit was received
 - e Amount of the deposit, and
 - f The terms that govern retention and refund of the deposit
- 6 Telephone Company shall maintain a record of the deposit refunded and interest paid on such deposit for a period of at least two (2) years after the refund is made,
- 7 Telephone Company shall permit a Customer to post a deposit required as a condition of continued service in two (2) equal monthly installments or as otherwise agreed upon Telephone Company may bill these installments as a line item on Customer bills

1.7.10 Initial Contract Periods

- 1 Unless otherwise specified herein or elsewhere in the Telephone Company's Local Exchange Tariffs, the initial (or minimum) period for service is one (1) month from the date service is established and the minimum charge is the established rate for one (1) month
- 2 The length of period for directory listings where the listings have been published is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.
- 3 The Telephone Company may require a Service period longer than one (1) month at the same location in connection with special (nonstandard) types or arrangements of facilities, or for unusual construction, necessary to meet special demands, and involving extra costs

1.7.11 Suspension or Termination of Service by the Customer

Suspension

Service may be suspended at the Customer's request to accommodate vacation or other extended absence needs A request for the suspension of service may not exceed three (3) consecutive months and can only be applied to the Customer account one (1) time per calendar year. A suspension charge will be applied to each line associated with the account as outlined in <u>Section 1.8.5</u>, <u>Application of Rates</u>

Termination

Service may be terminated upon notice being given to the Telephone Company, and upon payment of any applicable termination charges, in addition to all charges due for service which has been furnished

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1.7.12 Involuntary Suspension or Termination of Service

A Customer's service may be suspended for unauthorized use of or nonpayment of, all undisputed, delinquent charges for services furnished the Customer, authorized users, and any other charges for which the Customer has agreed to be responsible, including but not limited to, charges for services originated or charges accepted at the Customer's telephone for exchange service, intrastate or interstate long distance service charges billed by the Telephone Company, any FCC-approved end user charge, any charges transferred to the Customer's account from terminated accounts billed to the same Customer, after a written notice has been furnished to the Customer Basic local telecommunications service may not be disconnected for Customer non-payment of a delinquent charge for other than basic local telecommunications service. The Customer's written notice shall be sent or delivered to the Customer at least ten (10)days prior to the date of the proposed discontinuance Basic telecommunications service shall not be suspended on a day when the offices of the Telephone Company are not available to facilitate reconnection of service or on a day immediately preceding such day. A Customer shall have at least twenty-one (21) days from the rendition of a bill to pay the charges stated

Basic Services are defined as "two-way switched voice service within a local calling scope as determined by the Commission comprised of any of the following services and their recurring and nonrecurring charges

- a Multiparty, single line, including installation, touchtone dialing, and any applicable mileage or zone charges,
- b Assistance programs for installation of, or access to, basic local telecommunications services for qualifying economically disadvantaged or disabled Customers or both, including, but not limited to, lifeline services and link-up Missouri services for lowincome Customers or dual- party relay service for the hearing impaired and speech impaired,
- Access to local emergency services including, but not limited to, 911 service established by local authorities,
- d Access to basic local operator services,
- e Access to basic local directory assistance,
- f Standard intercept service,
- g Equal access to interexchange carriers consistent with rules and regulations of the Federal Communications Commission,
- h One standard white pages directory listing

Basic local telecommunications service does not include optional toll free calling outside a local calling scope but within a community of interest, available for an additional monthly fee or the offering or provision of basic local telecommunications service at private shared-tenant service locations²

- 2 At least twenty-four (24) hours preceding a suspension, the Telephone Company shall make reasonable efforts to contact the Customer to advise him of the proposed discontinuance and what steps must be taken to avoid it
- 3 The Telephone Company may place global toll blocking and eliminate any optional, non-basic calling features and functions for Customer nonpayment of delinquent charges for other than basic local telecommunications service

² Missouri PSC Statute 386-020

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- 4. When telephone service is necessary to obtain emergency medical assistance for a person (M) who is a member of the household where the service is provided and where such person is under the care of a physician, the Customer may request a delay of termination of service for up to twenty-one (21) days. Any person who alleges such emergency shall, if requested, provide the Telephone Company with reasonable evidence of such necessity.
- 5. The Telephone Company may refuse to furnish Service to any person, on whose premises is located any telephone equipment owned by the Telephone Company which shows any evidence of tampering, manipulation, or operation, or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges applicable to the service rendered.
- 6. The Telephone Company may disconnect, without advance notice:
 - a. Any Service used in such a manner as to interfere unreasonably with other services or service of another user, constitute abuse, fraud, theft, or tend to injuriously affect the efficiency of the Telephone Company's plant, property or service.
 - b. Any Service or call which is used with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user.
 - c. Any Service used to disseminate without authorization confidential, proprietary information of the Telephone Company or information that would enable other persons to gain unauthorized access to the Telephone Company's network or facilities.
- 7. The Telephone Company may refuse to furnish or may deny Service to any Customer who, over the facilities furnished by the Telephone Company, uses or permits to be used foul, abusive, obscene or profane language; or impersonates or permits others to impersonate any other individual.
- 8. The Telephone Company may refuse to furnish Service and may also disconnect existing Service for a Customer who demonstrates fraudulent means of obtaining, or attempting to obtain, or assisting another to obtain, service by any trick, scheme, false representation, false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge for such service.
- The Telephone Company may refuse to furnish or may discontinue Service to any Customer upon objection to the furnishing of such service made by or on behalf of any governmental authority on the grounds that such service is or is to be used for illegal purposes.
- 10. Subject to Missouri regulations, the Telephone Company may disconnect, on 24 hours notice, any service when the Customer has made payment of past due amounts with insufficient funds via check draft or credit card. Customer may prevent disconnection by making payment of all amounts owed in guaranteed funds prior to the expiration of the 24 hour insufficient funds notice.

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- All bills for Services are due when rendered and are payable at the office of the Telephone Company, or an authorized collection agency (The Telephone Company will provide a copy of the original/official bill, upon the request of the Customer, in Braille or no less than twenty-four point bold-faced type print or both.) Customers shall have twenty-one (21) days from the date of the bill to pay the charges stated before charges are considered delinquent except when the Customer has had service discontinued for nonpayment in the last twelve (12) months or where the Customer incurs other charges at any time during the billing period which are equal to at least four hundred percent (400%) of the amount of the deposit or guarantee previously required from the Customer
- 3 Service to Customers having undisputed delinquent accounts may be discontinued after written notice by first class mail is sent or delivered to the Customer at least ten (10) days prior to the proposed disconnection date. Service will be discontinued during normal business hours and will not take place on a day when the offices of the Telephone Company are not available to facilitate reconnection of service, or on a day immediately preceding such day. The Telephone Company will postpone a discontinuance of service for a time not in excess of twenty-one (21) days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under the care of a physician. Any person who alleges such emergency shall, if requested, provide the Telephone Company with reasonable evidence of such necessity.
- 4 A Late Payment Charge of 1 5% per month on all outstanding unpaid balances will be charged to Customer accounts with an unpaid balance thirty-one (31) or more days past due to compensate the Telephone Company for the additional administrative expense associated with these accounts
- 5 When the service of a Customer has been denied or suspended in accordance with rules for Service in this Local Exchange Tariff, but the service has not been terminated or the order to remove the service has not been completed, if such service is restored, a restoral of service charge as quoted in this Local Exchange Tariff, will be made. In addition to the restoral of service charge, the Customer will be required to pay, or make satisfactory arrangements to pay all service charges up to the time of restoral of service.
- 6 Subsequent to the completion of an order to terminate the service it may be reestablished only on the basis of a new service application

1.7.14 Construction, Installation and Maintenance Charges

Construction performed under this Section 1 7 14 shall be at the sole discretion of the Telephone Company

- Special charges in the form of installation charges, monthly charges, or both, are applied in addition to the usual service charges and monthly rates, when, because of the sporadic or occasional nature of the service or an unusual investment or expense, the revenue does not reasonably compensate the Telephone Company, for example
 - a The facilities are not presently available, and there is no other requirement for the facilities so constructed
 - b The facilities are provided in remote or undeveloped sections outside the Base Rate Area, or if the facilities are provided on a temporary basis

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1.7.13 Payment for Facilities and Services

 The Customer is held responsible for all charges for Services rendered and furnished to the Customer including any FCC - approved end user charge, billed monthly in advance. The Customer shall also pay for state or interstate long distance service charges that may billed by the Telephone Company, including charges for toll messages in which charges have been reversed and also nonrecurring service charges when billed. The Customer is also responsible for any charges transferred to the Customer's account from terminated accounts billed to the same Customer.

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- c The facilities are of a type other than that which the Telephone Company would normally utilize in the furnishing of its services
- d The facilities would be deployed over a route other than that which the Telephone Company would normally utilize in the furnishing of its services
- e The facilities would be in a quantity greater than that which the Telephone Company would normally construct
- f The facilities would be constructed on an expedited basis
- g The facilities would be constructed on a temporary basis until permanent facilities are available
- h The facilities would be constructed in advance of Telephone Company's normal construction
- I The conditions require the provision of special facilities or unusual methods of plant construction, installation, or maintenance
- j The Customer's location requires the use of costly private right-of-way
- 2 Trtle to all construction, provided wholly or partly at a Customer's expense, is vested in the Telephone Company
- 3 Construction charges will include materials, contract services, and loaded labor. The Customer is required to bear unusual maintenance costs for special construction.
- 4 Overhead loading of labor is calculated with a composite allocation factor that is based on plant, construction, and engineering personnel salaries and expenses, supervision, pension expense, insurance, unemployment and social security taxes. This factor is developed annually by determining the relationship of the above expenses to the total payroll base. It is applied to expenses for construction, removals, plant and central office maintenance.
- 5 The Telephone Company will provide an estimate of actual charges to the Customer prior to the start of construction
- 6 When attachments are made to poles of other companies, in lieu of providing construction for which the Customer would be charged under the provisions hereof, the cost to the Telephone Company for such attachments are borne by the Customer
- 7 The Customer is required to pay construction charges as made by another company providing facilities connecting with the facilities of the Telephone Company
- 8 Construction charges will not apply to the Customer's station installation that includes the aerial drop that extends from the last pole to the demarcation point
- 9 Refer to Glossary of Definitions and Terms for explanation and examples of the term "demarcation point"
- 10 Installation of facilities within subdivisions shall be underground where underground treatment is the usual form of installation
- 11 The following definitions are used with regard to facilities constructed and owned by the Telephone Company
 - a Applicant The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency, or other

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- b legal entity recognized by law, applying for the construction of a telephone distribution (M) system in a subdivision
- Building A single structure roofed and enclosed with exterior walls, built for permanent use, erected, frames of component structural parts and unified in its entirety both physically and in operation for single-family residential occupancy in a subdivision (Definition excludes mobile homes)
- d Subdivision A lot, tract, or parcel of land divided into two or more lots, plots, sites or other divisions for use for new residential buildings or the land on which is constructed new multiple-occupancy buildings per a recorded plot thereof if such recordation is required by law
- 12 The Telephone Company upon receipt of the applicant's proper application will install underground facilities with suitable materials to assure that the applicant will receive reasonably safe and adequate telephone service. The provision of the underground facilities will be at no charge, except where a charge is permitted in this Section of the Local Exchange Tariff
- 13 Rights-of-Way and Easements
 - a Within the applicant's subdivision, the Telephone Company will construct, own, operate, and maintain underground facilities only along public streets, roads, and highways which the Telephone Company has the legal right to occupy, and on public land and private property across which rights-of-way and easements satisfactory to the Telephone Company may be obtained without cost or need for condemnation by the Telephone Company
 - b Rights-of-way and easements, within the subdivision, satisfactory to the Telephone Company, must be provided by the applicant within reasonable time to meet construction and service requirements before the Telephone Company shall be required to commence its installation. Such rights-of-way and easements must be provided by the applicant at no charge to the Telephone Company, be cleared of trees, tree stumps, and other obstructions and be graded to within six (6) inches of final grade. Such clearance and grading must be maintained by the applicant during construction by the Telephone Company.

14 Advances by the Applicant

- a Where, due to the manner in which a subdivision is developed, the Telephone Company is required to construct an underground distribution system through a section or sections of the subdivision where service will not be connected for at least two (2) years, then the Telephone Company may require a reasonable advancement for the construction from the applicant before construction is commenced, to guarantee performance
- b Where the subdivision is developed in a uniform manner so that the Telephone Company may restrict the construction of its underground telephone distribution system to a section or sections in which buildings or multiple-occupancy buildings are being constructed, the Telephone Company may not require an advance

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- c If an advance is required under these rules, then the advance, without interest, shall be returned to the applicant on a pro rata basis as the permanent service connection is made to each building or multiple-occupancy building
- d Any portion of an advance remaining unrefunded ten (10) years from the date the Telephone Company is first ready to render service with the extension will be retained by the Telephone Company and credited to the appropriate construction account
- 15 Temporary Facilities
 - a Temporary facilities may be installed to provide service, when necessary, for a maximum period of one (1) year
 - b When it is necessary to place temporary facilities in advance of the permanent underground telephone system in order to provide telephone service, the Telephone Company may require the applicant to pay the estimated nonrecoverable costs of the temporary facilities if the required costs under the above-described conditions apply, the Telephone Company has the right to refuse installation of the temporary facilities until the required costs are paid to the Telephone Company
- 16 Special Conditions

In circumstances, where the application of these rules appears impracticable or unjust to the applicant or the Telephone Company, or discriminatory to other Customers, e.g., difficult rock conditions, the Telephone Company or applicant shall refer the matter to the Missouri Public Service Commission for special ruling or for the approval of special conditions which may be mutually agreed upon prior to commencing construction

17 Special Type of Construction

When underground service connections are desired by Customers as initial installation in places where aerial drop wires would ordinarily be used to reach the Customers' premises, or when aerial facilities are used to provide service to a customer and subsequently the Customer desires that such facilities be placed underground, the following regulations apply

- a Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the Customer and in addition, the Customer shall pay the cost of the underground cable, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or are) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Telephone Company.
- b The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use
- c Where conductors are laid in a trench, the trench shall be constructed and backfilled by or at the expense of the Customer. In addition, the Customer shall pay the cost of the conductors, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or is) required to furnish the same service.

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- d Cable or wire installed in conduit will be maintained and replaced at the expense of the Telephone Company where the conduit has been inspected in place by the Telephone Company and approved, but repairs or replacements of cable or wire in conduit not so inspected and approved, or repairs or replacements of cable or wire in conduit or trench made necessary by damages caused by the Customer or his representative will be made only at the Customer's expense
- e Where facilities are changed from aerial to underground, in addition to the above, the Customer is charged the cost of dismantling and removing the aerial facilities

1.7.15 Slamming

Slamming is the unauthorized change of a subscriber's preferred local, intraLATA toll or interLATA toll telecommunications carner

Per FCC 00-135, CC Docket 94-129, a telecommunications carrier who acquires a Customer by an unauthorized change of that Customer's local service may be billed the applicable nonrecurring charges to establish that Customer's service as a new account back with the Customer's authorized telecommunications carrier

Telephone Company will only execute a change on the behalf of a subscriber in the subscriber's selection of a provider of telecommunications service in accordance with the procedures prescribed in **4 CSR 240-33 150**

1.7.16 911 Emergency Services

- 1 Telephone Company will supply the 911/E-911 service provider in Telephone Company's service area with accurate information necessary to update the 911/ E-911 database at the time Telephone Company accepts Customer orders
- 2 At the time Telephone Company provides basic local service to a Customer by means of Telephone Company's own cable pair, or over any other exclusively owned facility, Telephone Company will make the necessary equipment or facility additions in order to accurately and properly update the database for 911/E-911
- 3 Telephone Company is obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point Telephone Company recognizes the authority of the 911/E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by Telephone Company
- 4 Telephone Company will collect 911/E911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to **RSMo 190 310** Telephone Company will observe and adhere to the Commission's emergency telephone service rules in **4 CSR 240-34**

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1.7.17 Rights of the Telephone Company's Customer

Customer Notification

The Telephone Company will prepare a statement which, in layman's terms, describing the rights and responsibilities of both the Telephone Company and its Customers according to **4 CSR 240 33** rules. This statement shall appear in the front part of the telephone directory or the Telephone Company will mail or otherwise deliver such statement to its existing and new Customers.

Upon request the statement shall be submitted to the Commission, its staff, or Office of the Public Counsel

The statement will include descriptions of

- 1 Billing procedures,
- 2 Customer payment requirements and procedures,
- 3 Deposit and guarantee requirements,
- 4 Conditions of termination, discontinuance and reconnection of service,
- 5 Procedures for handling inquiries,
- 6 A procedure whereby a Customer may avoid discontinuance of service during a period of absence,
- 7 Complaint procedures under 4 CSR 240-2.070
- 8 The telephone number and address of all offices of the Missouri Public Service Commission and the statement that this Telephone Company is regulated by the Missouri Public Service Commission, and
- 9 The address and telephone number of the Office of the Public Counsel and a statement of the function of that office

Telephone Company will provide a toll-free telephone number for Customer inquiries

Minimum Charge Rule

Upon a request for service and at the time a contract for service is entered into, Telephone Company will provide a prepared statement (which may be oral) to inform a prospective Customer of the lowest cost service available, including services as measured party service and toll limitation services, if offered, and the lowest cost one party service available to such prospective Customer and the lowest equipment cost for such grades of service

A copy of all prepared statements shall be provided to the Commission, its counsel and the public counsel upon request

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Customer Disputes

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- 1 A Customer shall advise the Telephone Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to the Telephone Company during normal business hours. A dispute must be registered with the Telephone Company prior to the delinquent date of the charge for a Customer to avoid discontinuance of service as provided by these rules.
- 2 When a Customer advises a Telephone Company that all or part of a charge is in dispute, the Telephone Company shall record the date, time and place the inquiry is made, investigate the inquiry promptly and thoroughly, and attempt to resolve the dispute in a manner satisfactory to both parties
- 3 Failure of a Customer to cooperate with the Telephone Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the Customer's right to continuance of service under this Chapter
- 4 If a Customer disputes a charge, the Customer shall pay an amount to the Telephone Company equal to that part of the total bill not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the Customer's prior usage, the nature of the dispute and any other pertinent factors in determining the amount not in dispute. The Telephone Company shall not discontinue service to a Customer for nonpayment of charges in dispute while that dispute is pending.
- 5 If the parties are unable to mutually determine the amount not in dispute, the Customer shall pay to the Telephone Company, at the Telephone Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute. The Telephone Company shall not discontinue service to a Customer for nonpayment of charges in dispute while that dispute is pending.
- 6 Failure of the Customer to pay to the Telephone Company the amount not in dispute within four (4) working days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the Customer's right to continuance of service and the Telephone Company may then proceed to discontinue service as provided in this rule
- 7 If the dispute is ultimately resolved in the favor of the Customer in whole or in part, any excess moneys paid by the Customer shall be refunded promptly
- 8 If the Telephone Company does not resolve the dispute to the satisfaction of the Customer, the Telephone Company representative shall notify the Customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the Customer may file an informal complaint with the Commission. If a Customer files an informal complaint with the Commission prior to advising the Telephone Company that all or a portion of a bill is in dispute, the Commission shall notify the Customer of the payment required by sections (4) and (5)
- 9 After resolution of the Customer complaint, a Telephone Company may treat a customer complaint or dispute involving the same question or issue based upon the same facts as already determined and is not required to comply with these rules more than once prior to discontinuance of service

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Customer Complaint Escalation Procedures

- 1 Any customer of Telephone Company who feels aggreeved by a violation of any of the application of rules in this Local Exchange Tariff or of the Public Service Commission laws of Missouri relating to telecommunications companies, may file an informal or formal complaint under 4 CSR 240-2 070
- 2 If the Telephone Company and its customer fail to resolve a matter in dispute, the Telephone Company shall advise the customer of his/her right to file an informal or formal complaint with the Commission under 4 CSR 240-2.070
- 3 Pending the resolution of a complaint filed with the Commission, the subject matter of such complaint shall not constitute a basis for discontinuance of service

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Charter Fiberlink – Missouri, LLC Local Exchange Tariff

3rd Revised Page 32 Replaces 2nd Revised Page 32

1.8 Local Exchange Service – Description and Rates

This Local Exchange Tariff applies to the Services furnished or made available by the Telephone Company in the state of Missouri and is governed by this Local Exchange Tariff. The charges quoted are for periods of one (1) month unless other wise noted and are payable monthly in advance.

1.8.1 Application of Promotions

Telephone Company may offer promotions for thirty (30) days or longer in Telephone Company's exchanges subject to the availability of facilities. Promotions shall be offered to all similarly situated residence Customers who subscribe to additional lines.

Telephone Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the exchanges, LATAs, or Numbering Plan Areas (NPA) in which the promotions will be offered, the beginning and ending date of the promotion, and the specific type of waiver or credit. The written notice will be filed in an appendix in P.S.C. Mo. No.1, Local Exchange Tariff of Telephone Company.

Telephone Company will not offer a promotion where the projected revenues are not expected to cover long run incremental costs.

Telephone Company will offer all promotions in a non-discriminatory manner.

1.8.2 Promotions

See Appendix A.

1.8.3 Local Exchange Service

Basic Service

1. Description

Telephone Company will provide basic local exchange service via Telephone Company's facilities to residential Customers only. Basic local exchange service includes the following:

- a. Basic Local Touchtone Service
- b. E911 Emergency Service
- c. One Directory Listing
- d. Access to Operator Services
- e. Access to Directory Assistance
- f. Access to Customer Service and Repair Services
- g. Access to Line Intercept Services
- h. Access to services for the physically impaired
- i. Access to Interexchange Carriers for Intrastate and Interstate Intra and InterLATA toll calling
- j. Free standard intercept service for 30 days
- k. Free unlimited local calling within the local exchange area of the end-user
- I. Access to MCA overlay ³

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³ All Charter customers who receive their telephone number from Charter will be provided MCA calling at a charge of \$12.35.per (N) account (MCA 3 & 4); \$19.95 per account (MCA 5) as a non-basic service. See Section 1.8,12 of this tariff.

Charter Fiberlink – Missouri, LLC6thLocal Exchange TariffReplaces 5th

6th Revised Page 33 Replaces 5th Revised Page 33

2. Rates - Monthly Recurring Charge (MRC)

| Basic Service | \$9.00 for one line – no calling features included | (R) |
|--------------------------------------|--|-----|
| Additional lines may be added at: | \$8.95/line | |
| Metropolitan Calling | \$10.95/month (MCA 3) | (R) |
| Area (MCA) | \$12.35/month (MCA 4) | (T) |
| | \$19.95/month (MCA 5) | |
| | . , | |

Feature Package Service

1. Description

Telephone Company will package additional calling features into the basic local exchange service provided to residential Customers via Telephone Company's facilities

2. Rates - Monthly Recurring Charge (MRC)

Feature Package Rates are as follows:

The 2-Feature Pack, 3-Feature Flexible Pack and 12-Feature Pack have been "Grandfathered" (only available to customers currently subscribed to this service). See section 1.8.5 "Grandfathering" of Certain Plans.

5-Feature Pack without MCA - \$17.95 (includes basic service)

| Features Included: | Call Waiting, Caller ID, Caller ID with Call Waiting, Anonymous Call Rejection, Speed Dial 8. This package is available for all Principal Zone, MCA 1, 2, 3, 4 and 5 service areas. First line includes 5 features and additional lines feature basic service only. additional features, long distance or features on additional lines may be purchased at a la carte rates. Customers will not be able to purchase the 300 minute long distance packages with this offer. This package is only available with ported non-MCA numbers. No substitutions will be granted for this feature package. | |
|--------------------|---|------------|
| 5-Feature Pack - | <pre>\$24.95/line (includes basic service & MCA 3) \$29.95/line (includes basic service & MCA 4 & 5)</pre> | (R) (T) |
| Features Included: | Call Waiting, Caller ID, Caller ID with Call Waiting, Anonymous Call Rejection, Speed Dial 8. First line Includes 5 features and additional lines feature basic service only. Additional packages can be purchased for additional lines. Additional features, long distance or features on additional lines may be purchased at a la carte rates. No substitutions will be granted for this feature package. | |

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1.8.4 Calling Features - a la carte

1 Descriptions and Rates - Monthly Recurring Charge (MRC) - unless specified as "per use"

a la carte pricing of Custom Calling Features and other services are provided below

| Name | Description of Service | Monthly Recurring Charge (MRC) |
|-------------------------------|---|--|
| Non-listed Number | Numbers not in the telephone directory but which are provided to Directory Assistance | \$1 00 |
| Non-published Number | Numbers not available in the telephone directory and are not provided to Directory Assistance | \$1 50 |
| Directory Assistance Listings | Placing phone numbers in Directory | \$0.00 |
| Additional Directory Listings | Extra phone numbers placed in Directory | \$0.00 |
| Foreign Listings | Placing phone numbers in Directory Assistance in a different calling area | \$1.00 |
| Three way calling | Three way calling permits the customer to add a third party to an existing connection, thereby establishing a three way conference call | \$2 75 |
| Speed dialing 8 | Speed draing 8 allows a subscriber to establish a connection to certain directory numbers by draing one digit instead of seven to ten digits | \$2 75 |
| Speed dualing 30 | Speed dialing 30 atlows a subscriber to establish a connection to certain directory numbers by dialing two digits instead of seven to ten digits | \$6 00 |
| Call Screening | This feature provides the customer with the ability to prevent calls from an unwanted caller | \$4 00 |
| Privacy Control | Stops unidentified calls before phone ever rings (unavailable, out of area, or private calls) – also known as Anonymous Call Rejection | \$3 25 |
| PIC Freeze | Providing a PIC freeze on customer's account upon request | No Charge |
| Call Return | Call Return advises the customer of the last number that called into their line. Provides auto callback option | \$0 50 per use \$3 25 MRC \$4 00 max per month |
| Call Waiting | Permits the customer, upon receipt of a tone signal indicating that a call is waiting to place the existing call on hold and answer second waiting call | \$7 25 |
| LD Alert | This feature allows the current Call Waiting and ringing operations to provide a distinctive call waiting 3-beep tone or a distinctive 3-ninging patter for Long Distance Calls | \$1 00 |
| Caller ID | Caller ID with name works along with Caller ID and provides an incoming telephone number AND a listed name on a customer-provided display device attached to the customer's (called party's) line or set | \$6 75 |
| Caller ID with Call Waiting | Call waiting works with Caller ID Must subscribe to both Call Waiting and caller ID | No Charge |
| Anonymous Call Rejection | Allows subscribers to reject calls from numbers that have blocked identification of their line on Caller ID display devices | \$1.5 |

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| Caller ID Blocking - Per Line | Allows subscribers to block the display of their telephone number/ name to all Caller ID display devices. See Caller ID requirements for additional information. | No Charge |
|--|--|---|
| Caller ID Blocking – Per Call | Allows subscriber to block the display of their name/number to the person they are calling | No Charge |
| Custom Ring Service 1 | This service enables the customer to have as many as two telephone numbers associated with a single line. Customers can receive an optional Custom ring service directory listing. | \$3.50 |
| Add/Change Feature | Adding, dropping, substitution of features | \$5.00 |
| Distinctive Ring Service | Distinctive ringing service provides the customer with the ability to build and maintain a list of up to twelve telephone numbers in order to differentiate these callers from all other callers | \$3.50 |
| Call Forwarding (4 different types): | Provides forwarding capabilities: | |
| Selective Variable Busy | Forwards only list of 12 selective numbers Forwards all calls upon activation Forwards if busy | \$2.75 \$2.75 \$2.75 |
| Busy/No Answer | 4) Forwards if busy or unanswered | \$2.75 |
| Call Forwarding Remote Access | Allows a customer to activate and deactivate transfer of their incoming calls to another telephone number. Used in conjunction with Variable and Selective Call Forwarding only. | \$1.00 |
| Call Trace | Allows the subscriber to dial a special code to evoke trace to handle annoving or harassing calls by dialing an activation code. See Call Trace Requirements for additional information. | \$20.00 per use |
| Repeat Dialing | Allows the subscriber to have calls automatically redialed when the first attempt reaches a busy number. | \$0.50 Per use \$1.75 MRC \$2.00 Max. Per month |
| Prohibit Bill to 3" | Provides an end user with a method of denying all third number billed calls to specific telephone number provided the transmitting operator checks their validation database. | No Charge |
| Prohibit to Collect | This service provides the customer the ability to prohibit all collect calls | No Charge |
| Block Collect and 3 rd | This feature has the combination of Third number restriction and Collect restriction. | No Charge |
| Additional Line | Adding a second line of service. | \$8.95 |
| Toll Restriction | This service provides customers the ability to block the following outbound long distance calls: 1+, 0+, 10-10XXX; international, 900, 976. | No Charge |



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1.8.5 Application of Rates

Application for Ported Telephone Numbers

Telephone Company Customers who request to port-in an existing telephone number will be offered the packages described in above section 183 If the Customer's ported-in telephone number is non-MCA. they may subscribe to either the basic local exchange service plan with no change in their telephone number, or if the Customer requests the MCA calling plan, they will be advised that a new telephone number will need to be assigned to them to allow for it to be designated as an MCA NXX They will then be offered the basic local exchange service plan with MCA Overlay

Telephone Company Customers who request to port-in an existing telephone number that is already designated as MCA, will be able to subscribe to the basic local exchange package with the MCA overlay as a non-optional add-in Customer will not be eligible for the basic service only package

Application for Non-Ported Telephone Numbers

Telephone Company Customers who request Telephone Company's Service and are not porting-in an existing telephone number, will be assigned a new Telephone Company telephone number This telephone number will be designated as an MCA NNX Such Customers will be offered the basic local exchange service plan with MCA Overlay

Customer will not be eligible for the basic service only package since this is only available for non-MCA telephone numbers that have been ported-in to Telephone Company

Customer Initiated Temporary Suspension of Service

A Customer may request a temporary suspension of Service to accommodate extended absence needs for vacation, etc. Requests for suspension cannot exceed three (3) consecutive months, and can only be applied to the telephone company customer's account one (1) time per calendar year. The charge applied for a suspension of service is \$5.00/month per line and there is no service during the suspension period If the customer does not provide a restore service date, Telephone Company will restore service and resume biling three months after the suspend date The restored service will be the same and will reflect the same features as the service prior to the suspension Use of the Temporary Suspension of Service option allows the customer to not be charged a disconnect service order charge and a new connect service order charge, while maintaining their telephone number All other monthly recurring charges are waived for the suspended period. If promotional pricing is in effect at the start of the suspension period, the promotional period will not be extended for the period of the seasonal disconnect For example, in January, a customer requests a promotional three-feature package that is priced at fifty percent (50%) of the regularly Local Exchange Tariffed rate for six (6) months The customer then requests a seasonal disconnect for two (2) month beginning in May When the service is restored in July, the original promotional time frame has been exhausted and the customer will no longer receive the promotional rate Additionally, if rates for any of the services that the customer subscribes to have been increased or decreased during the suspension period, the customer's service will be billed at the rate in place at the time of termination of seasonal disconnect

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"Grandfathering" of Certain Plans

--2-Feature Pack, 3-Feature Flexible Pack and 12-Feature Pack

The Telephone Company is discontinuing the 2-Feature, 3-Feature Flexible and 12-Feature packs as of January 19, 2004. The Telephone Company will "grandfather" (allow the Customer to retain such service for a specific period of time) these packages at the current rate for Customers who are currently subscribed to these packages until either:

- a. Customer submits a request to the Telephone Company to change his existing service, or
- b. Customer is notified by the Telephone Company that the "grandfathered" calling plan is discontinued.

The "grandfathering" of the Customer's existing plan will allow the Telephone Company's Customers to continue to receive the same services that they have received with the Telephone Company's previous package and rate.

--2-Feature Pack

Monthly Recurring Charge of \$12.00/line. Features Included: Call Waiting, Caller ID

Monthly Recurring Charge of \$22.00/line (includes basic service). Features Included: Call Waiting, Caller ID, Three-Way Calling.

-12-Feature Pack

Monthly Recurring Charge of \$24.95/line (includes basic service). Features Included: Call Waiting, Caller ID, Three-Way Calling, Call Forwarding-Variable, Call Forwarding-Remote Access, Call Forwarding-Selective, Call Return, Call Screening, Speed Dial 30, Distinctive Ring, Repeat Dialing, Anonymous Call Rejection.





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1.8.6 Lifeline Service

Lifeline Service is a unique class of telephone service provided to an applicant who is designed to meet basic residential communications needs for emergency calls and for the maintenance of necessary social contacts

Description

Lifeline service includes single party service, voice grade access to the public switched telephone network, access to emergency services, access to operator services, access to interexchange service, and access to directory assistance. Toll limitation services may also be provided as a part of Lifeline Service. Toll limitation services are limited to toll blocking, which prevents the placement of all long distance calls for which the subscriber will be charged.

Lifeline Service applicants are those certified by the department of social services as economically disadvantaged by participation in Medicaid, Food Stamps, Supplementary Security Income (SSI), federal public housing assistance or Section 8, or Low Income Home Energy Assistance Program (LIHEAP), or income qualified as found in Missouri State Statute 660 105. The department of social services shall inform such persons how to apply with Telephone Company for Lifeline Service. Pursuant to the FCC's Final Report and Order in Case No. CC 96-45. The customer requesting LifeLine Service must provide to the Telephone Company a signed document, certifying under penalty of perjury, that he or she is receiving benefits from one of the programs specified, identifying the program or programs from which he or she is receiving benefits, and agreeing to notify the Telephone Company when they no longer participate in the program or programs.

Lifeline Service benefits are applicable only to the primary line at the Customer's principal residence. An applicant for Lifeline Service may report only one address in the state as the principal place of residence.

When Lifeline Service is requested, no Service and Equipment Charge will apply to install the main service access line

A customer may change to Lifeline Service from any other type of residential service at no charge. If a Lifeline customer no longer qualifies for Lifeline Service, that customer must change back to another type of residential service, in which case there will be no charge.

All charges either recurring or non-recurring for any service other than Lifeline Service, as described herein, shall be billed at the Local Exchange Tariffed rate

Lifeline Service customers shall be exempt from state sales tax applicable to their basic residential access line

2 Application

To gualify for Lifeline Telephone Service, a customer must meet all the following requirements

- a Customer must be head of household or spouse of head of household, and not a dependent for federal income tax purpose, unless over the age of 60
- b Certified as economically disadvantaged by the Missoun Dept of Social Services by participation in Medicaid, food stamps, Supplemental Security Income, Federal public housing assistance for Section 8 or Low Income Home Energy Assistance Program (LIHEAP) or Certified as disabled which shall mean totally or permanently disabled or blind and receiving federal social security disability benefits, federal supplemental security income benefits, veterans administration benefits, state blind pension pursuant to Section 209 010 or 209 160, RMSo, state aid to blind persons

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- c. The Customer requesting Lifeline Service must provide to the Telephone Company a signed document, certifying under penalty of perjury, that he or she is receiving benefits from one of the programs specified, identifying the program or programs for which he or she is receiving benefits and agreeing to notify the Telephone Company when they are no longer participating in the program or programs.
- d. Have only one telephone line in their home.

Lifeline is not applicable to Customers who are full time students living in university or college controlled housing.

The Customer, who is requesting Lifeline Assistance Service, must provide to the Telephone Company a signed document, certifying under penalty of perjury, that he or she is receiving benefits from one of the programs specified above, identifying the program or programs from which he or she is receiving benefits, and agreeing to notify the Telephone Company when they no longer participate in the program or programs. The same document can be used for Link-Up Missouri eligibility.

Lifeline Assistance Service can only be associated with the primary residential connection.

Lifeline Toll Restriction Service is available on a voluntary basis where technically feasible to Lifeline Assistance Service Customers at no charge. Lifeline Toll Restriction Service prevents 0+, 00-, 1+NPA-NXX-XXXX, 1010XXXX, International (01+), Directory Assistance (411, 1+411, 0+411, 555-1212, 1+/0+ 555-1212, 1+/0+ NPA-555-1212), 1+900 calls, 1+700 calls, 976 calls and IntraLATA toll while allowing access to local, 611, 911, 0-, 1+800/888 etc., 950-XXXX and 1+950-XXXX calls and EAS calls.

Access to Directory Assistance is available to Lifeline customers by dialing 0-. Access to Service Activation Codes "*##" (e.g. *66, *69) is also allowed. Upon Customer request, some Service Activation Codes may be blocked at no charge, where conditions and facilities permit.

Deposit requirements do not apply to a Lifeline Assistance Service customer if the customer voluntarily elects Lifeline Toll Restriction Service.

Lifetine Assistance Service may not be disconnected for non-payment of toll charges.

Funding for Lifeline service is obtained from a universal service support mechanism to which all telecommunications carriers that provide interstate telecommunications services contribute on an equitable and nondiscriminatory basis.

3. Rate - Monthly Recurring Charge (MRC)

Service Includes:

Lifeline Rate⁵

- 1 Line Only
- No Features included

Note: Lifeline customers will have a net charge of \$0.00 as shown below after the application of various credits

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\$8.95





⁵ The rates for main service do not include a telephone instrument.

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| Lifeline Price | \$8.95 |
|------------------------------------|---------|
| Lifeline Credits Applied – Federal | -\$8.95 |
| Lifeline net price | \$0.00 |

1.8.5 Link-Up Missouri

1. Description

The Link-Up Missouri Service Connection Program is a Federal Lifeline assistance program applicable to eligible residential subscribers as defined below, and designed to promote subscribership to the telephone network among low-income residential households.

2. Application

Subscribers eligible for Lifeline Service as described above, may also be eligible to qualify for the Link-Up Missouri Service Connection Program.

- 3. Rates Monthly Recurring Charge (MRC)
 - a. Service Connection Charges, as set forth in this Local Exchange Tariff, for initial installation of the main residential service access line, will be discount at a rate of fifty percent (50%), not to exceed \$30.00. These reduced charges shall be assessed only for a single residential telephone line per eligible household at the principal place of residence. These charges do not include other charges that may be required at the initiation of service such as deposits, etc.
 - b. An interest free, four-month deferred payment schedule will be established for the charge of initiating local telephone service at the subscriber's option. The Telephone Company shall inform each eligible subscriber of the availability of this deferred payment schedule.

1.8.6 Service and Equipment Charges

Service and Equipment (S&E) charges are one-time charges associated with the connection, change or termination of residential local exchange service. The charges associated with S&E are as detailed below:

| 1. Service Connection: | | |
|--|---------|------------|
| Residential Service Connection (initial installation of new | | |
| facilities or relocation of existing facilities) | \$30.00 | |
| Primary Line Activation (initial activation without installation | | |
| or relocation) | \$30.00 | |
| Line Activation Charge (initial activation of additional lines without installation or relocation) | \$30.00 | |
| • Service Dispatch Charge (subsequent to initial installation) | \$45.00 | |
| • Line Deactivation Charge, per additional line | \$20.00 | |
| Line Restoration Charge after disconnection for nonpayment/line | \$60.00 | |
| Non-Sufficient Funds Charge (NSF) | \$20.00 | (T) |

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| I Exchange Tariff Repair/Maintenance Truck Roll Repair/Maintenance during Basic Time⁷ Repair/Maintenance during Overtime⁸ Repair/Maintenance during Premium⁹ Service Changes Telephone Number Change Feature Change Charge Record Order Charge PIC Change Fee (outPICs only for Intra/InterLATA) | 1 st Revised Page Replaces Original Page \$115 00 per visit \$175 00 per visit \$230 00 per visit \$ 20 00 \$ 500 | |
|--|--|--|
| Repair/Maintenance during Basic Time⁷ Repair/Maintenance during Overtime⁸ Repair/Maintenance during Premium⁹ Service Changes Telephone Number Change Feature Change Charge Record Order Charge | \$115 00 per visit \$175 00 per visit \$230 00 per visit \$ 20 00 | |
| Repair/Maintenance during Overtime⁸ Repair/Maintenance during Premium⁹ Service Changes Telephone Number Change Feature Change Charge Record Order Charge | \$175 00 per visit \$230 00 per visit \$ 20 00 | |
| Repair/Maintenance during Premium ⁹ Service Changes Telephone Number Change Feature Change Charge Record Order Charge | \$230 00 per visit \$ 20 00 | |
| Service Changes Telephone Number Change Feature Change Charge Record Order Charge | \$230 00 per visit \$ 20 00 | |
| Telephone Number Change Feature Change Charge Record Order Charge | | |
| Feature Change Charge Record Order Charge | | |
| Record Order Charge | \$ 500 | |
| | | |
| PIC Change Fee (outPICs only for Intra/InterLATA) | \$ 0 00 | |
| | \$ 500 | |
| PLOC Change Charge | \$ 0.00 | |
| Change to Universal Lifeline Telephone Service | \$ 7 5010 | |
| Directory Listing Change Charge | \$ 500 | |
| ve rates are one-time charges and are not billed for on a "mo | nthly recurring charge" (MRC) basis | |
| Number Intercept Treatment | | |
| cription | | |
| ber is provided to the Telephone Company An additional th equested by the customer at the below rate e - Monthly Recurring Charge (MCA) charge for first thirty (30) days requested | , (, - -,,-,-,-,-,-,-,-,-,-,-,-,-,-,-,-,- | |
| o thirty (30) additional days available - Rate | \$2 00/line | |
| ••• | | |
| nber intercept treatment will not be provided beyond sixty (60) |) uays | |
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| | ider intercept treatment will not be provided beyond sixty (do | |

10 Waived once during a 12-month period

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1.8.10 Local Operator Services

Operator- Assisted Calls

1 Description

The Telephone Company furnishes operator assistance via a third-part provider. This service provides Customers with assistance using operators or the automated Interactive Voice System (IVS) whereby Customers may request assistance in dialing a local number, requesting a local person-to-person call, billing a local call to a calling card, a third number or as a collect call

2 Regulation

- a Telephone Company will not bill for incomplete calls where answer supervision is available Telephone Company will not bill for incomplete calls and will remove any charges for incomplete calls upon (i) subscriber notification or (ii) Telephone Company's knowledge
- b The caller and billed party, if different from the caller, will be advised that the Telephone Company is the operator service provider at the initial contact
- c Rate quotes will be given upon request, at no charge, including all rate components and any additional charges
- d Only Local Exchange Tariffed rates approved by this Commission for Telephone Company shall appear on any local exchange Telephone Company (LEC) billings
- e Telephone Company shall be listed on the LEC billing
- f Telephone Company will employ reasonable calling card verification procedures, acceptable to the Telephone Company issuing the calling card ¹¹
- g Telephone Company will route all 0 or 00 emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge
- h Upon request, Telephone Company will transfer calls to another authorized interexchange Telephone Company or to the LEC, if billing can list the caller's actual origination point
- Telephone Company will refuse operator services to traffic aggregators that block access to other Companies
- Telephone Company will assure that traffic aggregators post and display information reflecting
 - (1) that Telephone Company is the operator service provider,
 - (2) detailed complaint procedures, and
 - (3) instructions informing the caller on procedures to reach the operator and other authorized interexchange companies

3 Rates

Operator-Assisted calls will be billed on a "per-use" basis -

\$1 10/per call

The above rates are in addition to applicable local or toll message usage charges when originating at and billed to that telephone number

¹¹ Telephone Company does not provision their own calling cards at this time

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- a. Those Customers whose physical, visual, mental or reading disabilities prevent them from completing local calls without operator assistance are to be exempted from any charges.
- b. Local calls originating from manual mobile and marine stations are to be exempted from the charges specified in 3. above.
- c. Local calls established by an operator due to trouble in the network.

Line Status Verification and Busy Line Interrupt

1. Description

4. Exemptions

The Telephone Company furnishes Line Status Verification and Busy Line Interrupt Service to customers upon request to provide line status or busy interrupt of a requested access line.

The provision of Line Status Verification involves a Telephone Company-provided operator determining the condition of an access line that a customer requests be checked. The status of the access line is verified to the requesting customer.

The provision of Busy Line Interrupt involved a Telephone Company-provided operator interrupting a conversation in progress to ascertain willingness to establish conversation with an alternate party.

- 2. Regulation
 - a. This Service is provided where facilities exist for line status and busy interrupt through a Telephone Company-provided operator.
 - b. No request will be processed on a collect or reversal-of-charge or person-to-person basis. However, in the case of an Emergency Busy Line Interrupt, the caller may bill collect, if necessary.
 - c. The rates set forth for Line Status Verification and Busy Line Interrupt are in addition to the rates associated with Local or Long Distance Services.
 - d. The charge for Busy Line Interrupt applies whenever the operator interrupts the conversation even though one or the other parties interrupted refuses to terminate the conversation in progress.
- 3. Rate Per Use

The rates set forth below apply to calls from customers who request local or intraLATA intrastate assistance in determining line status or attempted interruption of a conversation in progress.

a. Line Status Verification, per request\$20.00(i)b. Busy Line Interrupt, per request\$20.00(i)

If the line verified is not in use or as the result of interrupt the line is cleared, and at the calling party's request the operator completes the call, the applicable Operator Assistance Service Charges apply in addition to the Line Status Verification or Busy Line Interrupt Charge.

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3rd Revised Page 45 Replaces 2nd Revised Page 45

4. Exemptions

Charges for Line Status Verification and Busy Line Interrupt are not applicable to calls placed from authorized emergency agencies. Police, Fire, Ambulance and 911/911-Like agencies are those agencies that qualify for this exemption.

1.8.11 Directory Assistance

1. Description

Telephone Company will provide end user with access to Directory Assistance for obtaining telephone numbers. Charges associated with obtaining Directory Assistance information are detailed below:

2. Rate - \$.50/per call

3. Exemptions

Those Customers whose physical, visual, mental or reading disabilities prevent them from using the telephone directory are to be exempted from the charge for direct-dialed calls to Directory Assistance and from the charge for placing a call to Directory Assistance via an Operator. The method of exempting those physically, visually, and mentally or reading disabled Customers shall be via the completion of an exemption form supplied by the Telephone Company and the Telephone Company's acceptance of that form.

1.8.12 Metropolitan Calling Area (MCA) Service

1. General

Metropolitan Calling Area (MCA) service is provided to customers in the Telephone Company's exchange areas, namely, St. Charles, Harvester, Chesterfield, Pond, Manchester, Eureka, Valley Park, Fenton, High Ridge, Sappington, Webster Groves, Kirkwood, Mehlville, Melrose, Flanders, Pacific, St. Peters, Dardenne, O'Fallon and Wentzville. Non-Ported Telephone Company Customers must have the MCA overlay subscription in addition to their basic service. Only one charge is applied to the customer's account regardless of the number of lines the Customer has requested. All lines ordered by Telephone Company's customer will provide an MCA overlay.

The basic local calling scope for each of these exchanges is the MCA-wide calling scope as detailed in this Local Exchange Tariff.

The charges for MCA apply to the main billed telephone number. MCA will be furnished on all additional lines at no additional charge.

2. Regulations

Unless otherwise specified in these regulations, MCA is offered to all classes and grades of residence customers located in the Telephone Company's MCA exchanges.

MCA is designed and intended for the exclusive use of the end user Customers of the Telephone Company. MCA is not to be shared, resold or used in any configuration of customer-provided equipment with the intent of reselling the service.

Customers include all customers of incumbent local exchange carriers and, pursuant to the Missouri Public Service Commission Report and Order in Case No. TO-99-483, all Customers of competitive local exchange carriers.

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MCA subscribers include all Customers of incumbent local exchange carriers and competitive Local exchange carriers being served by dedicated NXX codes identified as MCA NXX codes Pursuant to the Missouri Public Service Commission's Report and order in Case no. TO-99-483.

In situations where multiple access lines share the same working telephone number, if one such line subscribes to MCA service, then all lines must subscribe to MCA service.

The minimum service period for subscription is the same as for Basic Service.

For hosted numbers in MCA-3, the Customer must subscribe to MCA to receive the basic telephone service.

3. Rate – monthly Recurring Charge (MRC)

An extended metropolitan calling area is added to all Telephone Company packages at the rate of \$10.95 a month/per account (MCA 3), \$12.35 a month/per account (MCA 4), (R) \$19.95 a month/per account (MCA 5). (M)

The MCA monthly rates are billed one month in advance. MCA rates and charges apply in addition to all other rates and charges paid by the customer for other services of the Telephone Company.

Only one MCA charge is applied to customer's bill regardless of the number of lines he may have in service.

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Appendix A

1. General

1.1 The telephone company will offer one month free service (including the cost of the basic line and MCA) and free installation for the period beginning on October 1, 2002 and ending on February 28, 2003. This promotion will be available to customers who have not had service with the Telephone Company in the previous six months. This promotion will be available in all exchange areas where the Telephone Company provides service under this P.S.C. Mo-No. 1 tariff and pursuant to the general terms listed in section of 1.8.

Issued By: Jerold C. Lambert, Vice President and Sr. Counsel Charter Fiberlink – Missouri, LLC

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Appendix A

2. Non-MCA Port Promotion

2.1 The telephone company will offer free installation for non-MCA ported telephone number service for the period beginning on November 2, 2002 and ending on February 23, 2003. This promotion will be available to customers who have not had service with the Telephone Company in the previous six months. This promotion will be available in all exchange areas where the Telephone Company provides service under this P.S.C. MO-No. 1 tariff and pursuant to the general items listed in Section 1.8.

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3. Free Installation

3.1 The Telephone Company will offer free installation (up to one jack, excluding any special construction charges) for all telephone customers for the period beginning October 18, 2004 through December 31, 2005. This promotion will (T) be available to customers who have not had service with the Telephone Company in the previous thirty (30) days or longer. This promotion will be available in all exchange areas where the Telephone Company provides service under the P.S.C. MO-No.1 tariff pursuant to the general terms of P.S.C. MO-No.1. This promotion may be combined with the existing First Month Basic Local Service for Free offer (see Appendix A, Page 6, Section 6.1).

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4. First Month Service for \$1.00

4.1 The Telephone Company will offer the first month local telephone service and MCA for \$1.00 (basic line plus MCA only, excludes all feature packs and *ala cart* services) for all telephone customers for the period beginning on July 2, 2003 and ending on September 30, 2003. This offer applies only to a single primary line and excludes all additional lines. This promotion applies to all hosted and ported telephone numbers. This offer may be combined with the existing Free Installation promotion valid from March 13, 2003 through March 12, 2004 (see Appendix A, Original Page 3, Section 3.1). This promotion will be available to customers who have not had service with the Telephone Company in the previous six months. This promotion will be available in all exchange areas where the Telephone Company provides service under this P.S.C. MO-No. 1 tariff and pursuant to the general terms of P.S.C. MO-No. 1.

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5. First Month Service for \$1.00

5.1 The Telephone Company will offer the first month local telephone service and MCA for \$1.00 (basic line plus MCA only, excludes all feature packs and *ala cart* services) for all telephone customers for the period beginning on November 26, 2003 and ending on December 31, 2003. This offer applies only to a single primary line and excludes all additional lines. This promotion applies to all hosted and ported telephone numbers. This offer may be combined with the existing Free Installation promotion valid from March 13, 2003 through March 12, 2004 (see Appendix A, Original Page 3, Section 3.1). This promotion will be available to customers who have not had service with the Telephone Company in the previous six months. This promotion will be available in all exchange areas where the Telephone Company provides service under this P.S.C. MO-No. 1 tariff and pursuant to the general terms of P.S.C. MO-No. 1.

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6 First Month Basic Local Service for Free

The Telephone Company will offer the first month basic local telephone 6.1 Service and MCA at no charge (basic line plus MCA where applicable, excluding all features which will be sold *ala carte* at the current rates) for the period beginning **(T)** on January 1, 2004 and ending on December 31, 2004. This offer applies only to a single **(T)** primary line and excludes all additional lines. This promotion applies to all hosted and ported telephone numbers. This offer may be combined with the current feature packages offered and with the Free Installation promotion valid from March 13, 2003 through December 31, 2004 (see appendix A, 2nd Revised Page 3, Section 3.1). This promotion **(T)** Will be available to customers who have not had service with the Telephone Company In the previous six months. This promotion will be available in all exchanges areas where The Telephone Company provides service under this P.S.C. MO-No. 1 tariff and pursuant to The general terms of P.S.C. MO-No.1.

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Charter Fiberlink – Missouri, LLC Local Exchange Tariff

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