

FILED

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November 25, 2003

Mr. Dale H. Roberts
Executive Secretary
Missouri Public Service Commission
200 W. Madison Street, Suite 100
Jefferson City, Missouri 65101

Missouri Public
Service Commission

Re: Notification of Tariff Revisions Related to a Corporate Restructuring Undertaken to Consummate Plan of Reorganization Under Chapter 11 of the Federal Bankruptcy Code

Dear Mr. Roberts:

On behalf of WorldCom, Inc. ("the Company"), MCImetro Access Transmission Services, LLC ("MCImetro"), Brooks Fiber Communications of Missouri ("Brooks"), Metropolitan Fiber Systems of Kansas City, Inc. ("MFS-Kansas, City"), Metropolitan Fiber Systems of St. Louis, Inc. ("MFS-St. Louis") and MCI WorldCom Communications, Inc. ("MCIW") and pursuant to the Missouri Public Service Commission's Order issued in Case No. TM-2004-0146 (see Exhibit 1) and WorldCom's approved Plan of Reorganization under Chapter 11 of the Federal Bankruptcy Code¹, the following new tariffs are being submitted for filing:

MCImetro Transmission Services LLC PSC Tariff No. 2
MCImetro Transmission Services LLC PSC Tariff No. 4
MCImetro Transmission Access Services LLC PSC Tariff No. 5
MCImetro Transmission Access Services LLC PSC Tariff No. 6

These tariff revisions are an important part of finalizing the Company's Plan of Reorganization. These revisions are necessitated due to the mergers of Brooks, MFS-Kansas, City and MFS-St. Louis into MCImetro and the merger of MCIW's local operations into MCImetro. The revisions contain no changes to the rates, terms or conditions. They are merely to rename the tariffs and grandfather the service offerings so that all previous local service offerings will now be under the authority of MCImetro.

An original and four (4) copies of the revised tariffs are attached hereto.

Please do not hesitate to contact me with any questions regarding this tariff filing or the reorganization plan.

Sincerely,

Carmen L. Feliciano
Tariff Administrator

Enclosure

¹ On October 31, 2003, Judge Arthur Gonzalez of the United States Bankruptcy Court for the Southern District of New York confirmed WorldCom's Plan of Reorganization under Chapter 11 of the Federal Bankruptcy Code. As a critical part of the reorganization plan, many of the existing operating subsidiaries and holding company subsidiaries will be merged or dissolved. This streamlining is intended to achieve operating efficiencies, cost savings and confusion in dealings with the Missouri Public Service Commission. Attached as Exhibit 2 are pre and post merger charts. These charts provide a diagram of the company's regulated subsidiaries in Missouri today and which subsidiaries will remain after bankruptcy emergence.

This tariff, Missouri PSC Tariff No. 4, filed by MCImetro ACCESS TRANSMISSION SERVICES, LLC, cancels and replaces, in its entirety, the current tariff on file with the Commission, Missouri PSC Tariff No.4, issued by MCI WorldCom Communications, Inc.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO END-USER LOCAL EXCHANGE COMMUNICATIONS SERVICES WITHIN THE STATE OF MISSOURI

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.

Services contained herein are grandfathered and are only available to existing customers.

NOTE: This tariff, when effective, will cancel and supersede all other tariffs listed below that were issued and effective prior to the effective date shown on the individual pages of this tariff. Those tariffs are:

1. WorldCom Technologies, Inc. MO. P.S.C. No. 2
3. MFS Intelenet of Missouri, Inc. MO. P.S.C. No. 2

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EFFECTIVE: January 1, 2004

By: Carmen L. Feliciano
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205 N. Michigan Ave., Suite 1100
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CHECK SHEET

The title page and pages 1-296 inclusive of this Price List are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Price List in effect on the date indicated.

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LIST OF WAIVED STATUTES AND REGULATIONS

The Missouri Public Service Commission in its order in the case of In the Matter of the Application of MCImetro ACCESS TRANSMISSION SERVICES, LLC for a Certificate of Authority to Provide Basic Exchange and Local Exchange Intrastate Telecommunications Services Within the State of Missouri, Case No. TA-97-, waived the following statutes and regulations:

Statutes:	392.210.2	--	uniform system of accounts
	392.270--		valuation of property (ratemaking)
	392.280--		depreciation accounts
	392.290.1	--	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, debt and notes
	392.340--		reorganizations

Commission Rules:

	4 CSR 240-10.020	--	depreciation fund income
	4 CSR 240-30.040	--	uniform system of accounts
	4 CSR 240-35	--	reporting bypass & customer specific arrangements

CONCURRENCES

Exchange Boundaries

MCImetro ACCESS TRANSMISSION SERVICES, LLC concurs in the Exchange Areas Maps on file with the Missouri Public Service Commission.

Rules and Regulations pertaining to Resold Services

With respect to resold services available under this tariff, MCImetro ACCESS TRANSMISSION SERVICES, LLC (hereinafter sometimes referred to as the "Company" or the "Telephone Company") concurs in the rules and regulations applying to and governing all such resold services as set forth in the applicable Southwestern Bell Telephone Company Local Exchange tariff on file and approved by the Public Service Commission of the State of Missouri, and in any amendments thereto as authorized by the Missouri Public Service Commission or applicable law, subject however to the additional obligations and regulations if any found in this tariff.

The Company reserves the right to cancel and void the above concurrence statement, subject to requirements as may be ordered by the Missouri Public Service Commission, at any and such time as it appears that such cancellation is in the best interest of the Company and/or its customers.

EXPLANATION OF SYMBOLS

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

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by MCImetro ACCESS TRANSMISSION SERVICES, LLC to customers within the State of Missouri. The Company will offer service under the name of MCImetro ACCESS TRANSMISSION SERVICES, LLC. All names are service marks of the Company.

The Company's services are available to Business customers on a facilities-based and resale basis.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS1.1 Definitions

Certain terms used generally throughout this tariff are defined below.

Access Services - The Company's interstate telephone services offered pursuant to this tariff.

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

Advance Payment - Part or all of a payment required before the start of service.

Automatic Number Identification (ANI) - Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit - The smallest unit of information in the binary system of notation.

Busy Hour Minutes of Capacity (BHMC) - The term "Busy Hour Minutes of Capacity (BHMC)" denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Caller ID with Name and Number: Allows the subscriber to view the name and phone number of the calling party before the phone is answered.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS1.1 Definitions (Continued)

Caller ID – Number - This feature enables the customer to view on a display unit the calling party directory name and/or number (CPN) on incoming telephone calls. When a 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.

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 that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. MCI WorldCom assumes no liability and will be held 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 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.

Caller ID Blocking/Calling Number Delivery Blocking - 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 MCI WorldCom 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.

A customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activated blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer 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 Caller ID customer also 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.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions (Continued)

Carrier or Common Carrier - See Interexchange Carrier.

Common Channel Signaling - The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Communications Services - The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company – MCImetro ACCESS TRANSMISSION SERVICES, LLC, the issuer of this tariff.

Company Calling Card - A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

Credit Card - A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS1.1 Definitions (Continued)

Customer or Subscriber - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Access Lines ("DAL") - A group of leased lines that are automatically routed to the Company's stations which interconnect the facilities a dedicated subscriber.

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

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

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

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

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

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions (Continued)

Dual Tone Multi-Frequency (or "DTMF") - The pulse type employed by tone dial station sets.

Duplex Service - Service that provides for simultaneous transmission in both directions.

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

End User or User - Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Exchange Telephone Company - Denotes any individual, partnership, association, joint- stock company, trust, or corporation engaged in providing switched communication within an exchange.

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Full Service - The Supply of services to an end user encompassing not only access lines, using company-owned facilities or resold facilities, for completing or receiving voice or data transmissions, but also enabling local calls, toll calls, (intraLATA, interLATA or international) and operator assisted services.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions (Continued)

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Interexchange Carrier (IC) or Interexchange Common Carrier - The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

Intrastate Access Service - Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and a end user's premises for originating and terminating calls within the state.

Joint User - A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by MCImetro ACCESS TRANSMISSION SERVICES, LLC and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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

Key Telephone System - A system in which the telephones have multiple buttons permitting the user to select outgoing or incoming central office phone lines directly. With a key system you do not have to dial "9" to obtain an outside line.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS1.1 Definitions (Continued)

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment, entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192, or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Mbps - Megabits, denotes millions of bits per second.

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

Network - Refers to the Company's facilities, equipment, and services provided under this Tariff.

Public Safety Agency - The State or any city, county, municipal corporation, public district, public authority, or functional division located in whole or part within the State which provides or has the authority to provide fire fighting, law enforcement, ambulances, medical, or emergency services. Referred to as the customer for Universal Emergency Telephone Number Service.

Public Safety Answering Point (PSAP) - A location operated and maintained by a Public Safety Agency at which requests for fire fighting, law enforcement, ambulance, medical, or other emergency services are answered.

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

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS1.1 Definitions (Continued)

Remote Call Forwarding (RCF): RCF allows all calls dialed to a telephone number equipped for RCF service to be automatically forwarded to another dialable telephone number. This service enables a customer to list a local directory number that is forwarded to a different city or exchange. Each RCF service allows for the forwarding of one call at a given time. The RCF customer is responsible for any applicable usage rates/charges between the RCF number and the terminating number.

Conditions:

1. RCF service is not offered when the answering location for a forwarded call is a coin/coinless, Semi-public/public telephone service.
2. The Company cannot guarantee the grade of transmission on remotely forwarded calls. Normal grade end-to-end transmission is not guaranteed because transmission characteristics may vary depending on distance and routing required to complete the forwarded portion of the call.
3. RCF service will only be provided when, in the judgement of the Company, the customer subscribes to sufficient RCF facilities at the terminating (answering) location to adequately handle calls without impairing, disrupting or deteriorating any services offered by the Company. In the event that the use of RCF service causes impairment, disruption or deterioration, the Company shall have the right to discontinue the RCF service.

RCF service is required for each directory number being forwarded. A customer can request additional RCF service (call paths) provided the customer has a receiving group of lines equal to the number of RCF services requested, (i.e., directory number is forwarded to a remote group of 5 lines – the customer can have up to 5 RCF services.).

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

Service Order - The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Service Switching Point (SSP) - A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center - The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS1.1 Definitions (Continued)

Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

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

Shared Outbound Calls - Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's network.

Signaling Point (SP) - The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point of Interface (SPOI) - The term "Signaling Point of Interface (SPOI)" denotes the Customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the Customer.

Signaling System 7 (SS7) - The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

Signal Transfer Point (STP) - The term "Signal Transfer Point (STP)" denotes a packet switch that provides access to the Telephone Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port - The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

Expedite: A Service Order that is processed at the request of the customer in a time period shorter than the Company standard service interval.

Due Date Change: A customer-initiated request to delay the service commencement date after an order for service has been placed.

Overflow Routing: Where technical capabilities exist, overflow routing allows the redirection of incoming calls based on customer conditions of either "all trunks busy" or disaster-based service outages. The redirection (Overflow) will route to an alternate number designation determined by the customer. Standard simultaneous call "path" allocations are usually (1) per number. However, a customer may opt to increase their "path" quantities per number based on their ability to process simultaneous call volumes during overflow conditions. A monthly recurring charge will apply based on a "per path/per number" scenario". In addition, toll charges may be assessed if the alternate number designated by the customer is not toll free and is outside of their service address rate center.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS1.1 Definitions (Continued)

Station - Point at which PBX (Private Branch Exchange) or Key System is run from to connect the line to the telephone central office.

Subscriber Line Charge - A Federal end-user charge that allows local carriers to bill their customer for costs not covered in service charges. This charge is applied on a per line, per trunk basis and is set by the carrier.

System - An organized assembly of equipment, personnel, procedures, and other facilities that allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Touchtone - This service allows for the origination of calls by means of telephone instruments equipped for tone-type address signaling and special central office facilities.

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

Universal Emergency Telephone Number (911) Service - If currently provided by the existing LEC, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

User or End User - Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Wire Center - A building in which one or more central offices, used for the provision of Exchange Services, are located.

SECTION 2 – RULES AND REGULATIONS2.1 Undertaking of the Company2.1.1 Scope

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

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

2.1.2 Shortage of Equipment or Facilities

A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.3 Terms and Conditions (Continued)

- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in this Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. This tariff shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Limitations on Liability (Continued)

D. The Company shall not be liable for any claims for loss or damages involving:

- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
- (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotion; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (3) Any unlawful or unauthorized use of the Company's facilities and services;
- (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Limitations on Liability (Continued)

D. (Continued)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Limitations on Liability (Continued)

D. (Continued)

- (9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- (10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
- (11) Any act or omission in connection with the provision of 911, E911, or similar services;
- (12) Any noncompletion of calls due to network busy conditions;
- (13) Any calls not actually attempted to be completed during any period that service is unavailable.

SECTION 2 – RULES AND REGULATIONS2.1 Undertaking of the Company (Continued)2.1.4 Limitations on Liability (Continued)

- E. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Limitations on Liability (Continued)

H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.5 Notification of Service-Affecting Activities

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

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.6 Provision of Equipment and Facilities

- A. Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

SECTION 2 – RULES AND REGULATIONS2.1 Undertaking of the Company (Continued)2.1.7 Non-routine Installation

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

2.1.8 Special Construction

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

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.8 Special Construction (Continued)

- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

SECTION 2 – RULES AND REGULATIONS2.1 Undertaking of the Company (Continued)2.1.10 Universal Emergency Telephone Number Service

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

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SECTION 2 – RULES AND REGULATIONS2.1 Undertaking of the Company (Continued)2.1.10 Universal Emergency Telephone Number Service (Continued)

- E. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.10 Universal Emergency Telephone Number Service (Continued)

- F. The Telephone Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911 database at the time the Telephone Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.
- G. At the time the Telephone Company provides local basic service to a customer by means of the Telephone Company's own cable pair, or over any other exclusively owned facility, the Telephone Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911. The Telephone Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. The Telephone Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Telephone Company.
- H. The telephone company will collect 911 surcharges and remit surcharge revenue to the appropriate government entity on a monthly basis.

SECTION 2 – RULES AND REGULATIONS2.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- C. Customer may not use service furnished under this local exchange tariff, directly or indirectly, to provide a service that constitutes exchange access and/or is subject to the application of access charges under applicable law. The Company reserves the right to:
 - (1) request that Customer provide written certification that it is using service in compliance with this requirement; and/or
 - (2) conduct a site survey of Customer premises or an audit of Customer books and records upon reasonable notice or take other reasonable measures to satisfy itself that Customer is using service in compliance with this tariff.

In the event the Customer is found to be using service in violation of this requirement, the Company may discontinue the provision of service without notice, any other provision of this tariff to the contrary notwithstanding. Customer shall indemnify the Company for any liability, losses penalties or payments (including without limitation access charges and the Company's attorneys' fees) incurred due to Customer's misuse of the Company's services obtained under this tariff.

SECTION 2 – RULES AND REGULATIONS2.3 Obligations of the Customer2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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SECTION 2 – RULES AND REGULATIONS2.3 Obligations of the Customer (Continued)2.3.1 General (Continued)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2 – RULES AND REGULATIONS

2.3 Obligations of the Customer

2.3.2 Liability of the Customer

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

SECTION 2 – RULES AND REGULATIONS

2.3 Obligations of the Customer

2.3.2 Liability of the Customer (Continued)

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

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SECTION 2 – RULES AND REGULATIONS2.4 Customer Equipment and Channels2.4.1 General

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

2.4.2 Station Equipment

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

SECTION 2 – RULES AND REGULATIONS

2.4 Customer Equipment and Channels (Continued)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

SECTION 2 – RULES AND REGULATIONS2.4 Customer Equipment and Channels (Continued)2.4.3 Interconnection of Facilities (Continued)

- C. Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for intrastate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

2.4.4 Inspections

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

SECTION 2 – RULES AND REGULATIONS2.5 Deposits and Guarantees of Payment2.5.1 Customer Deposits

- A. Pursuant to 4 CSR 240-33.050 of the applicable rules and regulations of the Missouri Public Service Commission, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- (1) estimated charges for two (2) months' service based on the average bill during the preceding twelve (12) months; or
 - (2) in the case of new applicants for service, the average monthly bill for new subscribers within the customer class.
- B. Deposits held shall bear interest at a rate of nine percent, as approved by the Missouri Public Service Commission, which shall be credited annually upon the account of the customer or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return such deposit to the customer.
- C. When a service or facility is discontinued or terminated, the amount of the deposit shall be credited, with accrued interest, to the charge 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.
- D. Upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods, the amount of the deposit shall, with accrued interest, be promptly refunded or credited against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. The Company may withhold refund of a deposit pending resolution of a dispute with respect to charges secured by such deposit.

SECTION 2 – RULES AND REGULATIONS

2.6 Payment Arrangements

2.6.1 Payments for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges (including Missouri Relay surcharge) and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services, excluding taxes on the Company's net income. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

SECTION 2 – RULES AND REGULATIONS

2.6 Payment Arrangements (Continued)

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

SECTION 2 – RULES AND REGULATIONS2.6 Payment Arrangements (Continued)2.6.2 Billing and Collection of Charges (Continued)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due or 30 days after the invoice date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
- (1) a rate of 1.5 percent per month; or
 - (2) the highest interest rate which may be applied under state law for commercial transactions.
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

SECTION 2 – RULES AND REGULATIONS2.6 Payment Arrangements (Continued)2.6.3 Billing DisputesA. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B. Late Payment Charge

- (1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
- (2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- (3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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SECTION 2 – RULES AND REGULATIONS

2.6 Payment Arrangements (Continued)

2.6.3 Billing Disputes (Continued)

C. Adjustments or Refunds to the Customer

- (1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- (2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- (3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- (4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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SECTION 2 – RULES AND REGULATIONS

2.6 Payment Arrangements (Continued)

2.6.3 Billing Disputes (Continued)

D. Unresolved Billing Disputes

- (1) In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to request the Company to provide an in-depth review of the disputed amount.
- (2) The Customer may, at any time, file a complaint with the Missouri Public Service Commission:

~~Missouri Public Service Commission
PO Box 360
Jefferson City, Missouri 65102
(800) 392-4211~~

New Address
Missouri Public Service Commission
Governor Office Building
200 Madison Street, Suite 100
Jefferson City, MO 65101
573-751-3234 Main Number

SECTION 2 – RULES AND REGULATIONS2.6 Payment Arrangements (Continued)2.6.4 Discontinuance of Service for Cause

A. The Company, upon written notice to the customer, may, without incurring any liability, cancel or suspend the provision of service in accordance with 4 CSR 240-33.070 of the applicable rules and regulations of the Missouri Public Service Commission for any of the following reasons:

- (1) Nonpayment of an undisputed delinquent charge.
- (2) Failure to post a required deposit or guarantee.
- (3) Unauthorized use of the Company's telephone utility equipment in a manner that creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- (4) Failure to substantially comply with terms of a settlement agreement.
- (5) Refusal after reasonable notice to permit inspection, maintenance or replacement of the Company's telephone utility equipment.
- (6) Material misrepresentation of identity in obtaining the Company's telephone utility service.
- (7) As provided by state or federal law.

SECTION 2 – RULES AND REGULATIONS

2.6 Payment Arrangements (Continued)

2.6.4 Discontinuance of Service for Cause (Continued)

- B. Service shall not be discontinued by the Company until written notice has been sent to the customer at least five (5) days prior to the date of the proposed discontinuance. Service shall not be discontinued on a day when the offices of the Telephone Company are not available to facilitate reconnection of service or on a day immediately proceeding such day.
- C. At least 24 hours preceding a discontinuance, the 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.
- D. The discontinuance of service by the Company pursuant to this Section does not relieve the customer of any obligations to pay the Company for charges due and owing for services furnished up to the time of discontinuance.

2.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide company thirty (30) days written notice of desire to terminate service.

SECTION 2 – RULES AND REGULATIONS

2.6 Payment Arrangements (Continued)

2.6.6 Cancellation of Application for Service

- A. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value).

SECTION 2 – RULES AND REGULATIONS

2.6 Payment Arrangements (Continued)

2.6.6 Cancellation of Application for Service (Continued)

- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in Sections 2.6.6(A) through 2.6.6(C) will be calculated and applied on a case-by-case basis.

2.6.7 Changes in Service Requested

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

2.6.8 Paper Invoice

For business customers who receive notification that invoicing will change to E-Billing and who do not elect to use E-Billing, but continue to receive paper invoices, the following monthly recurring charge will apply per invoice based on the number of sheets in the paper invoice:

Monthly Recurring Charge

1-55 sheets of paper	\$5.00
56 or more sheets of paper	\$25.00

SECTION 2 – RULES AND REGULATIONS2.7 Allowances for Interruptions in Service2.7.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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SECTION 2 – RULES AND REGULATIONS2.7 Allowances for Interruptions in Service (Continued)2.7.2 Limitations of Allowances

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

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 – RULES AND REGULATIONS2.7 Allowances for Interruptions in Service (Continued)2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 2 – RULES AND REGULATIONS

2.7 Allowances for Interruptions in Service (Continued)

2.7.4 Application of Credits for Interruptions in Service (Continued)

D.	Interruptions of 24 Hours or less	
	Interruption Period	
	<u>Length of Interruption</u>	<u>to Be Credited</u>
	Less than 15 minutes	None
	15 minutes up to but not including 3 hours	1/10 Day
	3 hours up to but not including 6 hours	1/5 Day
	6 hours up to but not including 9 hours	2/5 Day
	9 hours up to but not including 12 hours	3/5 Day
	12 hours up to but not including 15 hours	4/5 Day
	15 hours up to but not including 24 hours	One Day

E. Continuous Interruption Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full days credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

2.7.5 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

SECTION 2 – RULES AND REGULATIONS2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

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

- (A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted to present value;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SECTION 2 – RULES AND REGULATIONS2.9 Customer Liability for Unauthorized Use of the Network2.9.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
- (1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - (2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tarified charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - (3) Toll Free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 - (4) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

SECTION 2 – RULES AND REGULATIONS2.9 Customer Liability for Unauthorized Use of the Network (Continued)2.9.1 Unauthorized Use of the Network (Continued)

- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

2.9.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is responsible for payment of all outbound call charges arising from the calls placed to a Customer's Toll Free Service number, whether or not calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.

SECTION 2 – RULES AND REGULATIONS2.9 Customer Liability for Unauthorized Use of the Network (Continued)2.9.2 Liability for Unauthorized Use (Continued)

- C. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- D. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

2.9.3 Liability for Calling Card Fraud

- A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- B. The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.

SECTION 2 – RULES AND REGULATIONS2.9 Customer Liability for Unauthorized Use of the Network (Continued)2.9.3 Liability for Calling Card Fraud (Continued)

- C. The Company may, but is not required to, advise the customer of abnormal calling patterns or other possible unauthorized use of Company Calling Cards assigned to the customer. In addition, the Company may, but is not required to block calls on Company Calling Card authorization codes which the Company believes to be unauthorized or fraudulent.

2.9.4 Liability for Credit Card Fraud

- A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card, provided: (1) the Credit Card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- B. The liability of the Customer for unauthorized use of the Network by Credit Card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- C. The Customer must give the Company written notice that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons.

SECTION 2 – RULES AND REGULATIONS

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Missouri Public Service Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. These provisions do not apply for instances when the service is being provided via Resale of Southwestern Bell.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it. These provisions do not apply for instances when the service is being provided via Resale of Southwestern Bell.

2.10.3 No Fault Found Dispatch Charge for Business Customers

The Customer is responsible for the payment of a No Fault Found Dispatch Charge when:
-When requested by the Customer, maintenance personnel visit the Customer's premises, and
-As a result of the visit, the proper functioning of the MCImetro Access Transmission Services service is confirmed (i.e., the cause of the trouble condition was other than a malfunction of a MCImetro Access Transmission Services service or of MCImetro Access Transmission Services maintained equipment). This can include, but not be limited to, customer requested dispatches
-Where the root cause of a trouble is proven to be within the scope of the customer's or customer's vendor-owned equipment not maintained by MCImetro Access Transmission Services, LLC. Where the root cause of a trouble has been proven to be within the scope of the customer's or customer's vendor-owned inside wiring. To provide MCImetro technical assistance to the customer or Customer's vendor in performing specific testing to isolate a problem which has been proved off the MCImetro network and is not within any MCImetro Access Transmission Services, LLC contract supported area.
-To provide MCImetro Access Transmission Services, LLC technical assistance to the customer or customer's vendor in isolating or repairing a fault or installation support for areas not within MCImetro contract supported equipment, network or services.
-In which the root cause of a trouble has been proven to be off the MCImetro Access Transmission Services, LLC network and is not within any MCImetro contract supported area and proves to be within the scope of the customer's or customer's vendor-owned network.

The charges are non-recurring, and are charged per visit as follows:

Normal Working Hours: \$265 per visit
Outside of Normal Working Hours : \$400 per visit

Normal Working Hours are defined as Monday to Friday, 7am to 7pm in the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours. Any Dispatch that begins or ends from 12:01 am to 12:00 am the following day the time zone of the customer's Premises on these holidays will also be considered 'Outside of Normal Working Hours':

New Years Day Christmas Day Independence Day
Martin Luther King Jr. Day Labor Day
Presidents Day Thanksgiving Day
Memorial Day Day after Thanksgiving

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SECTION 2 – RULES AND REGULATIONS2.10 Use of Customer's Service by Others2.10.4 Telecommunications Service Priority (TSP)

The Telecommunications Service Priority (TSP) program is a federally-established program under which the Office of Priority Telecommunications in the Executive Office of the President prioritizes the restoration and provisioning of telecommunications services – including services to private companies and institutions – that support national security or emergency preparedness (NS/EP). The FCC defines telecommunications services under the TSP program to include the sending and receiving of signals or most any kind, by virtually any means. NS/EP services are those used to maintain a state of readiness or to respond to and manage any event or crisis (local, national, or international) that causes or could cause injury or harm to the population, damage to or loss of property, or that degrades or threatens the NS/EP posture of the United States. For telecommunications services enrolled in the program, the Company will provision and restore TSP-coded circuits, and provide TSP Special Construction services, under the terms set forth in this TSP service product description, and as required by the FCC's TSP regulations (currently at 47 CFR Part 64, Subpart D, Appendix A), and other applicable law. TSP services are in two categories: Priority Provisioning (including Emergency Provisioning and Essential Provisioning) and Priority Restoration.

Customers are subjected to the features, rate and charges as described in the Company's "Service Publication and Price Guide" (The Guide), located on the Company's website at www.mci.com.

2.10.5 Late Fee

For Business Service Customers, a late payment charge at the rate of 1.5% per month will accrue upon any unpaid amount commencing 31 days after remittance was due to MCI. The late payment charge will be applied to the entire unpaid balance of the customer's monthly invoice, including taxes. The late payment charge will not be applied to any disputed portion of the unpaid balance unless the dispute is resolved against the customer.

The late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

SECTION 2 – RULES AND REGULATIONS

2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

SECTION 2 – RULES AND REGULATIONS2.12 Notices and Communications

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

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SECTION 2 – RULES AND REGULATIONS2.13 Operator Service Requirements

- A. Company provided intrastate operator assisted communications services will observe the following requirements:
- (1) Carrier will not knowingly bill for incomplete calls and will remove any charge(s) for incomplete calls upon subscriber notification or Carrier's knowledge of the charge(s) for incomplete calls.
 - (2) Carrier will advise the caller and billed party (if different from the end user) that MCImetro is the operator service provider at the time of the initial contact.
 - (3) Carrier will provide rate quotes, including all rate components and any additional charges, upon request, at no charge.
 - (4) Carrier will allow only tariff charges approved by the Commission, or otherwise allowed by law for the provision of operator services, to appear on billings rendered by local exchange companies (LECs) on behalf of Carrier and will not collect locations surcharges imposed by traffic aggregator.
 - (5) Carrier will arrange for listing of its name on a LEC's billing of Carrier's charges, if the LEC has multi-carrier bill listing capability.

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SECTION 2 – RULES AND REGULATIONS

2.13 Operator Service Requirements (Continued)

A. (Continued)

- (6) Carrier will employ reasonable calling card verification procedures that are acceptable to the companies issuing the calling cards. In order to control fraud, the Company may refuse to accept calling cards that it determines to be invalid or cards that it is unable to verify.
- (7) Carrier will direct "00-" emergency calls to local exchange carrier (LEC), at no charge.
- (8) Carrier's contracts with traffic aggregators will contain provisions which:
 - (a) Prohibit blocking of access to an end user's interexchange carrier of choice;
 - (b) Provide for prominent posting or display, on or near telephones to be utilized by end users, of material setting forth name of the carrier, complaint procedures, instructions on reaching the LEC operator as well as other interexchange carriers, and procedures for emergency calls.

SECTION 2 – RULES AND REGULATIONS

RESERVED FOR FUTURE USE

THIS PAGE REPLACES PAGES 63-129, INCLUSIVE.

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SECTION 3 – APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

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SECTION 3 – APPLICATION OF RATES3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

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SECTION 3 – APPLICATION OF RATES3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules:

- A. Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in Bellcore's Local Exchange Routing Guide (LERG), associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated Toll Free or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.
- B. The airline distance between any two Rate Centers is determined as follows:
- (1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Balaker document.
 - (2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
 - (3) Square each difference obtained in step (2) above.
 - (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.

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SECTION 3 – APPLICATION OF RATES3.3 Rates Based Upon Distance (Continued)

B. (continued)

(5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

(6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

(7) FORMULA =
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

SECTION 4 – SERVICE AREAS4.1 Exchange Access Service Areas

Exchange Access Services are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Access Services bearing the following NPA-NXX designations are provided at the following locations and in the following areas:

<u>Company NPA-NXX</u>	<u>Exchanges in Which Full Service Is Available 1/</u>
314-513	Florissant
314-748	Sappington
314-759	Ferguson
314-784	Riverview
314-800	Kirkwood
314-813	Bridgeton
314-819	Creve Coeur
314-817	Ladue
314-801	Overland
314-802	St. Louis
314-814	St. Louis
314-820	Fenton
314-864	Imperial
314-893	Manchester
314-857	St. Charles
314-885	Mehlville
636-267	Winfield
636-269	O'Fallon

¹Full Service versions of the Company's Exchange Access Services will be provided to Customers, at Customer premises located in these areas pursuant to this or the Southwestern Bell – Missouri tariff, to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises is served by a Southwestern Bell – Missouri wire center at which the Company maintains a collocation arrangement and is able to reasonable employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with the deliver of such services.

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SECTION 4 – SERVICE AREAS4.2 Calling Areas

Geographically defined Local Calling Areas 1/ are associated with each Exchange Access Service provided pursuant to Section 5.1.

St. Louis Metropolitan Exchange (SME): The Local calling area of the St. Louis Metropolitan Exchange Area consists of the following exchanges: Bridgeton, Creve Coeur, Ferguson, Florissant, Kirkwood, Ladue, Mehlville, Oakville, Overland, Riverview, Sappington, St. Louis Principal, Spanish Lake, Webster Groves

St. Louis Expanded Metropolitan Exchange 2/ (Expanded Metro Calling (EMC)): The Expanded Service Area of the St. Louis Metropolitan Exchange Area consists of the following exchanges: Antonia, Augusta, Cedar Hill, Chesterfield, Dardenne, Defiance, Desoto, Eureka, Fenton, Festus-Crystal City, Foristell, Gray Summit, Harvester, Hazelwood, Herculaneum-Pevely, High Ridge, Hillsboro, Imperial, Maxville, Manchester, Moscow Hills, New Melle, O'Fallon, Old Monroe, Orchard Farm, Pacific, Pond, Portage Des Sioux, St. Charles, St. Peters, Troy, Valley Park, Ware, Wentzville, Winfield

1/ Rates and rate plans for Local Calling Area calls placed over Company-provided Exchange Access Services are set forth in Section 7.

2/ Expanded Metropolitan Calling Area is defined as those exchanges where customers in the St. Louis Metropolitan Area can call without incurring intraLATA toll charges.

SECTION 4 – SERVICE AREAS

4.2 Calling Areas (Continued)

<u>NPA-NXX</u>	<u>Exchange</u>	<u>Local Calling Area</u>	<u>Expanded Calling Area</u>
314-513	Florissant	All Exchanges of the SME	All Exchanges of the EMC
314-748	Sappington	All Exchanges of the SME	All Exchanges of the EMC
314-759	Ferguson	All Exchanges of the SME	All Exchanges of the EMC
314-784	Riverview	All Exchanges of the SME	All Exchanges of the EMC
314-800	Kirkwood	All Exchanges of the SME	All Exchanges of the EMC
314-813	Bridgeton	All Exchanges of the SME	All Exchanges of the EMC
314-819	Creve Coeur	All Exchanges of the SME	All Exchanges of the EMC
314-817	Ladue	All Exchanges of the SME	All Exchanges of the EMC
314-801	Overland	All Exchanges of the SME	All Exchanges of the EMC
314-802	St. Louis	All Exchanges of the SME	All Exchanges of the EMC
314-814	St. Louis	All Exchanges of the SME	All Exchanges of the EMC
314-820	Fenton	All Exchanges of the SME	All Exchanges of the EMC
314-864	Imperial	All Exchanges of the SME	All Exchanges of the EMC
314-893	Manchester	All Exchanges of the SME	All Exchanges of the EMC
314-857	ST. Charles	All Exchanges of the SME	All Exchanges of the EMC
314-885	Mehlville	All Exchanges of the SME	All Exchanges of the EMC
636-267	Winfield	All Exchanges of the SME	All Exchanges of the EMC
636-269	O'Fallen	All Exchanges of the SME	All Exchanges of the EMC

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SECTION 5 – EXCHANGE ACCESS SERVICE5.1 General

Exchange Access Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A. receive calls from other stations on the public switched telecommunications network;
- B. access other services offered by the Company as set forth in this tariff;
- C. access certain interstate and international calling services provided by the Company;
- D. access (at no additional charge) the Company's operators and business office for service related assistance;
- E. access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F. access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.
- G. Exchange Access Service can not be used to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900, NXX 970, 540, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked. Calls to numbers "NXX 976" will also be blocked unless otherwise specified by the Customer at the time service is ordered. Should a customer request unblocking for access to the "NXX 976" caller-paid information service, the Company will bill and collect on behalf of the telephone companies' information provider holding the customer fully liable for all charges incurred for use of the information provider's service.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premise. A non-recurring service implementation charge, listed in Section 9.4, will apply to new orders or to change existing service, in addition to the normal non-recurring charges associated with installation.

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SECTION 5 – EXCHANGE ACCESS SERVICE

5.1 General (Continued)

The following Exchange Access Services are offered:

Single Line Service
Multi Line Service
Basic Trunk Service
DID Trunk Service
Intelenet Full Service T-1 Service
Inteletrex Service

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SECTION 5 – EXCHANGE ACCESS SERVICE

5.2 Single Line Service

5.2.1 Description ^{1/}

Single Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Single Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Single Line is provided with the following standard features:

Standard Features:
Touch Tone
Caller ID Blocking

5.2.2 Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Per Line	\$ 52.25	\$ 31.87

^{1/} Effective April 1, 2001, this service will no longer be available to new subscribers.

SECTION 5 – EXCHANGE ACCESS SERVICE

5.2 Single Line Service (Continued)

5.2.3 Optional Features

The following is a list of Optional Features available with Single Line Service. Monthly recurring and non-recurring charges will apply as set forth in Section 6 (Optional Service Features).

- | | |
|--------------------------------------|--|
| - Call Forward Busy | -Long Distance Only Account Codes |
| - Call Forward Don't Answer | Verified or Unverified |
| - Call Transfer <u>1/</u> | - Message Waiting Indication |
| - Call Forward Variable | - Selective Call Rejection |
| Limited or Unlimited | - Speed Dialing: 8 Codes or 30 Codes |
| - Call Waiting / Cancel Call Waiting | - Three Way Conference Calling <u>1/</u> |
| - Distinctive Ringing | - Toll Restriction |
| - Hotline | - Warmline |

1/ Call Transfer and Three Way Conference Calling cannot be on the same line together.

SECTION 5 – EXCHANGE ACCESS SERVICE

5.2 Single Line Service (Continued)

5.2.4 Single Line Feature Packages

Single Line Feature Pack I and Feature Pack II provides a complement of electronic central office features that enable convenient calling capabilities.

A. Feature Pack I

Feature Pack I provides the following features:

- Call Waiting / Cancel Call Waiting
- Call Transfer or Three-Way conference Calling
- Call Forward Busy
- Call Forward Don't Answer
- Message Waiting Indication
- Speed Dialing - 8 Codes

Non-recurring and monthly recurring rates apply as follows:

<u>Non-Recurring</u>	<u>Monthly Recurring</u>
\$ 10.00	\$ 4.50

SECTION 5 – EXCHANGE ACCESS SERVICE

5.2 Single Line Service (Continued)

5.2.4 Single Line Feature Packages (Continued)

B. Feature Pack II

Feature Pack II provides the following features:

All Features from Feature Pack I, plus
Distinctive Ringing
Speed Dialing - 30 Codes
Toll Restriction

Non-recurring and monthly recurring rates apply as follows:

<u>Non-Recurring</u>	<u>Monthly Recurring</u>
\$ 10.00	\$ 9.50

SECTION 5 – EXCHANGE ACCESS SERVICE

5.3 Multi Line Service ^{1/}

5.3.1 Description

Multi Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Multi Lines are provided for connection of Customer-provided key systems to the public switched telecommunications network. Each Multi Line is provided with the following standard features that can be deleted at the Customer's option:

Standard Features:

Touch Tone
Caller ID Blocking

5.3.2 Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Per Line	\$ 52.25	\$ 41.42

^{1/} Effective April 1, 2001, this service will no longer be available to new subscribers.

SECTION 5 – EXCHANGE ACCESS SERVICE

5.3 Multi Line Service

5.3.3 Optional Features

The following is a list of Optional Features available with Multi Line Service. Monthly recurring and non-recurring charges will apply as set forth in Section 6 (Exchange Access Optional Features).

Call Forward Variable:

Limited or Unlimited

Call Hunting (Choice of):

Rotary, Sequential or Circular

Group Speed Dialing:

8 codes

Long Distance Only Account Codes:

Verified or Unverified

Toll Restriction

SECTION 5 – EXCHANGE ACCESS SERVICE

5.4 Basic Trunk Service ^{1/}

5.4.1 Description

Basic Trunk Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. The following standard features are available with this service

Standard Features:

Touch Tone
Caller ID Blocking

5.4.2 Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Per Line	\$ 52.25	\$ 41.42

^{1/} Effective April 1, 2001, this service will no longer be available to new subscribers.

SECTION 5 – EXCHANGE ACCESS SERVICE

5.5 DID Trunk Service ^{1/}

5.5.1 Description

DID Trunk Service provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID Trunk Services include Basic Trunk Service rates (non-recurring and monthly recurring) as set forth in Section 5.4 in addition to the DID Trunk Termination rates.

5.5.2 Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Per Termination	\$ 138.00	\$ 47.75

^{1/} Effective April 1, 2001, this service will no longer be available to new subscribers.

SECTION 5 – EXCHANGE ACCESS SERVICE

5.6 Intelenet Full Service T-1 Services ^{1/}

5.6.1 Description

Intelenet Full Service T-1 Services provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

5.6.2 Rates

Individual channels carried over a Full Service T-1 may be equipped with Direct Inward Dial (DID) capability and DID number blocks for additional charges, as set forth in Section 6.2.

<u>Digital Trunk Service:</u>	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
12 Multi-Use ^{2/} Channels	\$ 1,214.00	\$ 474.00
16 Multi-Use ^{2/} Channels	\$ 1,214.00	\$ 583.00
20 Multi-Use ^{2/} Channels	\$ 1,214.00	\$ 692.00
24 Multi-Use ^{2/} Channels	\$ 1,214.00	\$ 800.00

^{1/} Effective April 1, 2001, this service will no longer be available to new subscribers.

^{2/} Multi-use is defined as an inbound, outbound or bi-directional channel or an internet channel where available.

SECTION 5 – EXCHANGE ACCESS SERVICE

5.7 Inteletrex Service ^{1/}

5.7.1 Description

Inteletrex Service provides the Customer with multiple individual voice-grade telephone communications channels, each of which can be used to place or receive one call at a time. Inteletrex Station Lines are provided for connection of Inteletrex-compatible Customer-provided station sets to the public switched telecommunications network. Inteletrex Service standard and optional features are described in the Definitions Section of this tariff. Inteletrex Service is provided with a minimum of five Inteletrex Station Lines. Each Inteletrex Station Line is provided in combination with other Company-provided services. The standard features are as follows:

Standard Features:

Touch Tone
Caller ID Blocking

5.7.2 Station Line Charges

Inteletrex Station Lines are assessed with a non-recurring service establishment charge per line, with each subsequent line receiving a discounted installation charge. Also monthly recurring charges are assessed on a per line basis.

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Per Line	\$ 28.50	\$ 60.28
Service Establishment, per order	\$ 400.00	
Subsequent orders or changes to established service, per line	\$ 27.00	

^{1/} Effective April 1, 2001, this service will no longer be available to new subscribers.

SECTION 5 – EXCHANGE ACCESS SERVICE

5.7 Inteletrex Service (Continued)

5.7.3 Optional Features (Continued)

The following is a list of Optional Features available with Inteletrex Service. Monthly recurring and non-recurring charges will apply as set forth in Section 6 (Exchange Access Optional Features).

- Call Forward Busy
- Call Forward Don't Answer
- Call Forward Variable:
 Limited or Unlimited
- Call Hold
- Call Hunting (Choice of):
 Rotary, Sequential or Circular
- Call Transfer 1/
- Call Park
- Call Waiting / Cancel Call Waiting
- Distinctive Ringing
- Directed Call Pick-Up
- Group Call Pick-Up
- Group Speed Dialing
- Intercom (Extension) Dialing
- Long Distance Only Account Codes:
 Verified or Unverified
- Message Waiting Indication
- Selective Call Rejection
- Speed Dialing:
 8 Codes or 30 Codes
- Three Way Conference Calling 1/
- Toll Restriction
- Warmline

1/ Call Transfer and Three Way Conference Calling cannot be on the same line together