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Chicago Kansas City Los Angeles New York San Francisco Short Hills, N.J. St. Louis Washington, D.C. West Palm Beach

September 5, 2003

## Via Federal Express

Mr. Dale H. Roberts Secretary/Chief Regulatory Law Judge Missouri Public Service Commission 200 Madison Street, Suite 100 Jefferson City, Missouri 65102-0360



SEP 0 8 2003

### Missouri Public Service Commission

RE: In the Matter of the Application of Granite Telecommunications, LLC for a Certificate of Service Authority to Provide Intrastate Resold Interexchange Services and Resold and Facilities-Based Basic Local and Local Exchange Telecommunications Services, and for Designation as a Competitive Telecommunications Company

Dear Mr. Roberts:

Please find enclosed the original and eight copies of the following documents to be filed with the Commission:

1. Application for Certificate of Service Authority to Provide Intrastate Interexchange Services, Basic Local, and Local Exchange Services, and for Competitive Designation; and

2. Application for Protective Order for Financial Statements.

Please return one "filed" copy of each document to me in the enclosed return envelope.

By copy of this letter, I have served two copies of the enclosed Application on the Office of Public Counsel.

Thank you in advance for bringing this Application to the Commission's attention.

Very truly yours,

Mark P. Johnson

MPJ/rgr Enclosures

cc: Office of Public Counsel (w/enclosures) General Counsel (w/enclosures)

## MISSOURI LOCAL EXCHANGE AND INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

<u>OF</u>

Granite Telecommunications, LLC

234 Copeland Street Quincy, Massachusetts 02169

Underlying Carrier: SBC

This tariff contains the descriptions, regulations and rates applicable to the furnishing of intrastate interexchange and switched local exchange telecommunications services provided by Granite Telecommunications, LLC ("Granite") within the State of Missouri. This tariff is on file with the Missouri Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 234 Copeland Street, Quincy, Massachusetts 02169.

Granite Telecommunications, LLC operates as a competitive telecommunications company within the State of Missouri.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

## WAIVER OF RULES AND REGULATIONS

The following Rules and Regulations have been waived for purposes of offering network services as set forth herein:

## Missouri Commission Rules

| 4 CSR 240-10.020      | Depreciation fund income.         |
|-----------------------|-----------------------------------|
| 4 CSR 240-30.040      | Uniform system of accounts.       |
| 4 CSR 240-33.030      | Inform customers of lowest price. |
| 4 CSR 240.3.545(2)(c) | Posting of Rate Schedules         |

### Missouri Statutes

Section 392.210.2 Section 392.240(1) Section 392.270 Section 392.280 Section 392.290 Section 392.300.2 Section 392.310 Section 392.320 Section 392.330 Section 392.340

Uniform System of Accounts.
Just and Reasonable Rates.
Ascertain Property Values.
Depreciation Accounts.
Issuance of Securities.
Acquisition of Stock.
Issuance of Stocks and Debt.
Stock Dividend Payment.
Issuance of Securities, Debts, and Notes.
Reorganizations.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

## CHECK SHEET

The Title Sheet and Sheets 1 through 73 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheets(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

| <u>SHEET</u> | <u>REVISION</u> | <u>SHEET</u> | <u>REVISION</u> |
|--------------|-----------------|--------------|-----------------|
| 1            | Original        | 26           | Original        |
| 2            | Original        | 27           | Original        |
| 3            | Original        | 28           | Original        |
| 4            | Original        | 29           | Original        |
| 5            | Original        | 30           | Original        |
| 6            | Original        | 31           | Original        |
| 7            | Original        | 32           | Original        |
| 8            | Original        | 33           | Original        |
| 9            | Original        | 34           | Original        |
| 10           | Original        | 35           | Original        |
| 11           | Original        | 36           | Original        |
| 12           | Original        | 37           | Original        |
| 13           | Original        | 38           | Original        |
| 14           | Original        | 39           | Original        |
| 15           | Original        | 40           | Original        |
| 16           | Original        | 41           | Original        |
| 17           | Original        | 42           | Original        |
| 18           | Original        | 43           | Original        |
| 19           | Original        | 44           | Original        |
| 20           | Original        | 45           | Original        |
| 21           | Original        | 46           | Original        |
| 22           | Original        | 47           | Original        |
| 23           | Original        | 48           | Original        |
| 24           | Original        | 49           | Original        |
| 25           | Original        | 50           | Original        |

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

# CHECK SHEET, Continued

| <u>SHEET</u> | <u>REVISION</u> |
|--------------|-----------------|
| 51           | Original        |
| 52           | Original        |
| 53           | Original        |
| 54           | Original        |
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| 67           | Original        |
| 68           | Original        |
| 69           | Original        |
| 70           | Original        |
| 71           | Original        |
| 72           | Original        |
| 73           | Original        |

Issued: September 8, 2003 Issued By:

Robert T. Hale, Jr. Granite Telecommunications, LLC 234 Copeland Street Quincy, Massachusetts 02169 (617) 847-1500

Effective Date: October 23, 2003

## **TABLE OF CONTENTS**

### **DESCRIPTION**

### SHEET NUMBER

| Title Sheet  |
|--|
| Waiver of Rules and Regulations1                   |
| Check Sheet  |
| Table of Contents                                  |
| Explanation of Symbols5                            |
| Tariff Format                                      |
| Application of Tariff7                             |
|  |
| Section 1 - Technical Terms and Abbreviations      |
| Section 2 - Rules and Regulations                  |
| 2.1. Undertaking of Company                        |
| 2.2. Limitations                                   |
| 2.3. Use   |
| 2.4. Liabilities of the Company                    |
| 2.5. Equipment and Facilities                      |
| 2.6. Customer Responsibilities                     |
| 2.7. Interruption of Service                       |
| 2.8. Restoration of Service                        |
| 2.9. Minimum Service Period                        |
| 2.10. Access to Customer's Premises                |
| 2.11. Payments and Billing                         |
| 2.12. Cancellation by Customer                     |
| 2.13. Cancellation by Company                      |
| 2.14. Advanced Payments and Deposits               |
| 2.14. Advanced Payments and Deposits               |
| 2.15. Credit                                       |
| 2.16. Interconnection                              |
| 2.17. Full Force and Effect                        |
| 2.18. Credit Limit                                 |
| 2.19. Access to Telephone Relay Services           |
| 2.20. Directory Listings                           |
| 2.21. Universal Emergency Telephone Number Service |

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

## TABLE OF CONTENTS, Continued

#### **DESCRIPTION**

## SHEET NUMBER

| Section 3 – Local Exchange Service Descriptions and Rates |
|---|
| 3.1. Local Exchange Service Descriptions                  |
| 3.2. Business Local Exchange Service Rates and Charges    |
| 3.3. Residential Local Exchange Service Rates and Charges |
| 3.4. Intrastate IntraLATA MTS Rates and Charges           |
| 3.5. Miscellaneous Charges                                |
| 3.6. Individual Case Basis (ICB) Arrangements             |
| 3.7. Discounts  |
| Section 4 – Interexchange Service Description and Rates   |
| 4.1. Granite Interexchange Services                       |
| 4.2. Interexchange Service Charges                        |
| 4.3. Time Periods   |

Issued: September 8, 2003 Issued By:

Robert T. Hale, Jr. Granite Telecommunications, LLC 234 Copeland Street Quincy, Massachusetts 02169 (617) 847-1500

Effective Date: October 23, 2003

## **CONCURRING CARRIERS**

#### None

### **CONNECTING CARRIERS**

### None

### **OTHER PARTICIPATING CARRIERS**

None

### **EXPLANATION OF SYMBOLS**

- (C) To signify all other changes
- (D) To signify a rate Decrease
- (I) To signify a rate **Increase**
- (L) To signify material relocated in the Tariff
- (N) To signify a **new** rate or regulation
- (R) To signify a rate reduction
- (T) To signify a change in text but no change in rate or regulation

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

# TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** There are four levels of paragraph coding. Each level of code is subservient to its next higher level:

2. 2.1. 2.1.1. 2.1.1.1.

D. Check Sheets – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

# **APPLICATION OF TARIFF**

- A. This tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange and switched local exchange telecommunications Services offered by Granite Telecommunications, LLC ("Company") to Customers located within the State of Missouri.
- B. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common carrier for use in accessing the Services of Company. This Tariff does not cover any unregulated service offered by Company. Company will offer any unregulated service in accordance with Company's current price list or contract, whichever applies to the particular customer.
- C. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- D. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Missouri Public Service Commission.
- E. This tariff will be maintained and made available for inspection by any Customer at Company's principal business office at Granite Telecommunications, LLC, 243 Copeland Street, Quincy, MA 02169.

Effective Date: October 23, 2003

## **SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

Agency

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Alternate Routing ("AR")

Allows E911 calls to be routed to a designated alternate location if: (1) all E911 exchange lines to the primary PSAP (*See* definition of PSAP below.) are busy; or (2) the primary PSAP closes down for a period (night service).

#### Authorized User

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Automatic Location Identification ("ALI")

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

**Business Service** 

A service which conforms to one (1) or more of the following criteria:

- A. Used primarily for a paid commercial, professional or institutional activity; or
- B. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. The service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute a business use of service unless other criteria apply.

### **Called Station**

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

#### Calling Card

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

## Central Office

An operating office of the Company where connections are made between telephone exchange lines.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

#### Central Office Line

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

#### Change

Includes the rearrangement or reclassification of existing service at the same location.

#### Channel

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

## Channel Conversion

The termination of 1.544. Mbps Service at a Customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the Customer.

#### Channel Service Unit ("CSU")

The equipment located at the Customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

### Commission

Missouri Public Service Commission ("Commission")

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

#### Communications Systems

Channels and other facilities which are capable of two-way communications between subscriber-provided terminal equipment or telephone company stations, even when not connected to exchange and message toll communications service.

#### Company

Granite Telecommunications, LLC ("Granite")

### Credit Card

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

## Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Issued: September 8, 2003 Issued By:

Robert T. Hale, Jr. Granite Telecommunications, LLC 234 Copeland Street Quincy, Massachusetts 02169 (617) 847-1500

Effective Date: October 23, 2003

#### Credit Card

A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

#### Customer

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

#### Customer Premises Equipment ("CPE")

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX or other communication system.

#### **Dedicated Access**

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

#### Default Routing ("DR")

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

#### Demarcation Point

The physical dividing point between the Company's network and the Customer.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

Digital

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Direct Inward Dial ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

Direct Outward Dial ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Dual Tone Multi-Frequency ("DTMF")

The pulse type employed by tone dial station sets (touch tone).

Emergency Service Number ("ESN")

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

#### E911 Customer

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

#### E911 Service Area

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

#### Error

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

#### Exchange

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

#### Exchange Access Line

A central office line furnished for direct or indirect access to the exchange system.

#### **Exchange Service**

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

#### **Final Account**

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

#### Flat Rate Service

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

#### Ground Start

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

### Handicapped Person

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 No. 126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

#### Holidays

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

#### Hunting

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

### Incoming Service Group

Two or more central office lines arranged so that a call to the first line is completed to a succeeding line in the group when the first line is in use.

#### ISDN

ISDN provides integrated voice and/or data communications capability for transmission of voice and/or data and packet switched data signals on an incoming and outgoing basis over a single line.

#### Interface

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

#### Interoffice Mileage

The segment of a line which extends between the central offices serving the originating and terminating points.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

#### Interruption

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

## LATA

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by long distance companies.

#### Leased Channel

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

### Link

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

### Local Call

A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

#### Local Calling Area

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

#### Local Service

Telephone exchange service within a local calling area.

#### Loop Start

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

#### Loops

Segments of a line which extend from the serving central office to the originating and to the terminating point.

#### Kbps

Kilobits per second, denotes thousands of bits per second.

#### Message Rate Service

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

#### Move

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

#### Multi-Frequency ("MF")

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

## Multiline Hunt

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

## Network Control Signaling

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

### Network Control Signaling Unit

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

## Node

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

#### PBX

A private branch exchange.

#### Port

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the Customer. A port connects a link to the public switched network.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

#### Premises

The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

#### Private Branch Exchange Service

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

#### Public Safety Answering Point ("PSAP")

An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

#### Rate Center

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

### **Referral Periods**

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

#### Resale of Service

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without "adding value") for profit.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

Same Premises

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

Selective Routing ("SR")

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

Serving Central Office

The central office from which local service is furnished.

#### Sharing

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

#### Station

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

#### Subscriber

See "Customer" definition.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

#### Suspension

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

### Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

## Two Way

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

## SECTION 2 – RULES AND REGULATIONS

## 2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Missouri.
- 2.1.2. Company offers resold and facilities-based telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.
- 2.1.5. Company does not process local emergency calls, "911" or operator calls. All calls of this nature will be processed by the Local Exchange Carrier or underlying carrier of the telephone from where the call originates.

## 2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this tariff.
- 2.2.2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

## **2.2.** LIMITATIONS, Continued

- 2.2.3. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.4. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.5. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until this indebtedness is satisfied.
- 2.3. USE
- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

#### 2.3. USE, Continued

- 2.3.5. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

### 2.4. LIABILITIES OF THE COMPANY

2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a customer or end user as the result of interrupted or unsatisfactory service.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

## 2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Company shall be indemnified and held harmless by the Customer against:
  - A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
  - B. Claims for patent infringement arising from combining or connecting Company's facilities wit apparatus and systems of the Customer; and
  - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.4. Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have be caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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## 2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, Commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.8. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Missouri law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.9. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

Effective Date: October 23, 2003

Granite Telecommunications, LLC

## SECTION 2 - RULES AND REGULATIONS, Continued

## 2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.10. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.
- 2.4.11. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- 2.4.12. The Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.
- 2.4.13. As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.14. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this tariff, the Customer agrees to the release of such information under the above provision.
- 2.4.15. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

## 2.5. EQUIPMENT AND FACILITIES

- 2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this tariff. Beyond this responsibility, the Company will not be responsible for:
  - A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - B. the reception of signals by Customer-provided equipment; or
  - C. network control signaling when performed by Customer-provided network control signaling equipment.
- 2.5.2. At the request of the Customer, installation or maintenance may be performed outside of 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 by the Company will apply. If installation or maintenance 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.

## 2.6. CUSTOMER RESPONSIBILITIES

- 2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.

Effective Date: October 23, 2003

## 2.6. **CUSTOMER RESPONSIBILITIES**, Continued

2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

### 2.7. INTERRUPTION OF SERVICE

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service since the Customer has the option of using the long distance network via local exchange company access.
- 2.7.3. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.7.4. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: Credit - (A/720) X B

A - outage time in hours

B - total monthly charge for affected utility

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

## 2.8. **RESTORATION OF SERVICE**

- 2.8.1. The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.8.2. When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

## 2.9. MINIMUM SERVICE PERIOD

- 2.9.1. The minimum service period is one month (30 days). The Customer must pay the regular listed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.
- 2.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.9.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

## 2.10. ACCESS TO CUSTOMER'S PREMISES

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

## 2.11. PAYMENTS AND BILLING

- 2.11.1. Service is provided and recurring Service charges billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.
- 2.11.2. Non-recurring charges and charges based on actual usage are billed monthly in arrears, except as provided in Section 2.11.4. Flat rate charges will be billed monthly in advance or in arrears.
- 2.11.3. Company will set forth the following on any future residential bills:
  - 2.11.3.1. the number of access lines for which charges are stated;
  - 2.11.3.2. the beginning or ending dates of the billing period for which charges are stated;
  - 2.11.3.3. a statement of the date the bill becomes delinquent if not paid;
  - 2.11.3.4. penalty fees and advance payments, if any;
  - 2.11.3.5. the unpaid balance, if any;
  - 2.11.3.6. the amount for basic service;
  - 2.11.3.7. an itemization of the amount due for all other regulated or nonregulated services including the date and duration (in minutes or seconds) of each toll call if such service is provided as an individual service;
  - 2.11.3.8. the amount due for all other regulated or nonregulated services offered at a packaged rate and an itemization of each service included in the package:
  - 2.11.3.9. an itemization of the amount due for taxes, franchise fees, and other fees and/or surcharges which the telecommunications company, pursuant to its tariffs, bills to customers;
  - 2.11.3.10. the total amount due;

Effective Date: October 23, 2003

#### 2.9. **PAYMENTS AND BILLING**, Continued

- 2.11.3. Company will set forth the following on any future residential bills:, Continued
  - 2.11.3.11. a toll free telephone number where inquiries and/or dispute resolutions may be made for each company with charges appearing on the customer's bill;
  - 2.11.3.12. the amount of a deposit, advance payments and/or interest accrued on a deposit which has been credited to the charges stated; and
  - 2.11.3.13. Any other credits and charges applied to the account during the current billing period.
- 2.11.4. For business customers, only, usage charges may be billed without being detailed as to the duration, time of day, or destination of individual calls.
- 2.11.5. If a Customer accumulates, within any consecutive five (5) day period, usage charges exceeding twice the average monthly usage charges for the previous two (2) monthly billing periods, and the Customer's credit record indicates that satisfactory payment may not be made on this amount, Company may issue a special usage bill. The special bill shall be due twenty-one (21) days from the mailing date of the bill, twenty-one (21) days if delivered.
- 2.11.6. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance.
- 2.11.7. A Customer will not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute on a timely basis, pursuant to Section 2.11.13.
- 2.11.8. Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge of twenty-five dollars (\$25) per Customer per check.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

#### 2.11. **PAYMENTS AND BILLING**, Continued

- 2.11.9. A Customer will be placed on a "cash only" basis upon receipt of two (2) returned checks within a twelve (12)-month period of time. "Cash only" is herein defined as cashier's checks, U.S. currency, or money orders.
- 2.11.10. Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance will not constitute payment of a Customer's account, and Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.
- 2.11.11. Billing disputes should be addressed to Company's Customer service organization via the Company's toll-free telephone number, (866) 847-1500. Customer service representatives are available from 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Messages may be left for Customer services from 6:01 p.m. to 8:59 a.m. Eastern Standard Time, which will be responded to on the next business day.
- 2.11.12. Any residential billing disputes will be addressed pursuant to 4 CSR 240-33.080.
- 2.11.13. In case of a billing dispute between Customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, Customer may enter the following arrangement:
  - 2.11.13.1. First, Customer requests orally or in writing, and Company will comply with the request, an investigation and review of the disputed amount.
  - 2.11.13.2. The Customer pays the undisputed portion of the bill by the Due By Date shown on the bill or the Service will be subject to disconnection if Company has notified Customer by written notice of such delinquency and impending termination.
  - 2.11.13.3. Company will not disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.

#### 2.11. PAYMENTS AND BILLING, Continued

- 2.11.14. Disputed Bills, Continued
  - 2.11.13.4. After the investigation and review are completed by Company as noted in subsection A. above, if Customer elects not to deposit the amount in dispute with Commission, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.
  - 2.11.13.4. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to Commission for its investigation and decision.
  - 2.11.13.5. The address and telephone number of the Commission are:

Missouri Public Service Commission 200 Madison Street, Suite 100 Jefferson City, MO 65102-0360 Telephone: 573.751.8514 Toll Free: 800.392.4211

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#### 2.12. CANCELLATION BY CUSTOMER

- 2.12.1. Business Customers may cancel local service by providing written notice to Company at least thirty (30) days prior to cancellation. Residential Customers may cancel local service by providing written or oral notice to Company at least five (5) days prior to cancellation. Customers may cancel interexchange service by subscribing to another presubscribed interexchange carrier.
- 2.12.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.12.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
  - A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. If based on an order for service and construction has either begun or has been completed, but no service provided.
- 2.12.4. The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

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#### 2.13. CANCELLATION BY COMPANY

- 2.13.1. Company may immediately discontinue furnishing the Service to a business Customer without incurring liability.
  - 2.13.1.1. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company; or
  - 2.13.1.2. If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services; or
  - 2.13.1.3. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service; or
  - 2.13.1.4. For use of Company's Services for any purpose other than that described in the application; or
  - 2.13.1.5. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or
  - 2.13.1.6. In the event of tampering with the equipment furnished and owned by Company; or
  - 2.13.1.7. In the event of unauthorized or fraudulent use of Service.

#### 2.13. CANCELLATION BY COMPANY, Continued

- 2.13.2. Company may discontinue Service to residential Customers without liability upon ten (10) days written notice to the Customer via first-class mail prior to discontinuance of Service, or hand delivery of such notice to the Customer within ninety-six (96) hours prior to continuance, pursuant to 4 CSR 240-33.070:
  - 2.13.2.1. Nonpayment of delinquent charge except as limited by sections (2), (4) and (5) below;
  - 2.13.2.2. Failure to post a required deposit or guarantee;
  - 2.13.2.3. Unauthorized use to telecommunications company equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
  - 2.13.2.4. Failure to company with terms of a settlement agreement;
  - 2.13.2.5. Refusal after reasonable notice to permit inspection, maintenance or replacement of telecommunications company equipment;
  - 2.13.2.6. Material misrepresentation of identity in obtaining telecommunications company service; or
  - 2.13.2.7. As provided by state or federal law.
- 2.13.3. The discontinuance of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein are not exclusive, and Company is at all times be entitled to all the rights available to it under law or equity.
- 2.13.4. Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or Services.

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#### 2.14. ADVANCED PAYMENTS AND DEPOSITS

- 2.14.1. Company may require a deposit from an applicant for new Service. A deposit may be waived if, according to Company's assessment, the applicant is a satisfactory credit risk. Deposits for any future residential Customers will be collected and maintained pursuant to 4 C.S.R. 240-33.050. Deposit receipts will be furnished upon Customer request pursuant to 4 C.S.R. 240-33.050 (F).
- 2.14.2. Company may require a deposit from an existing business Customer as a condition to the further provision of Service if, according to Company's assessment, the Customer has become a credit risk.
- 2.14.3. Company will calculate the maximum deposit required from a residential applicant for Service or an existing customer by estimating the expected charges for Service for a two (2) month period. Company may adjust the amount of deposit to be held in order to maintain a two (2) month estimated amount when, according to Company's assessment, such adjustment is deemed necessary to adequately secure the account.
- 2.14.4. Customers may satisfy deposit requirements as follows:
  - 2.14.4.1 In cash,
  - 2.14.4.2. By an acceptable bank letter of credit,
  - 2.14.4.3. Through an acceptable third-party guarantee (Residential Service Customers only),
  - 2.14.4.4. Other forms of security acceptable to Company.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

#### 2.14. ADVANCED PAYMENTS AND DEPOSITS, Continued

- 2.14.5. Deposits will be refunded to Residential Service Customers, along with accrued interest, when one (1) of the following is met:
  - 2.14.5.1. Service has been terminated or discontinued; or
  - 2.14.5.2. The Customer has established acceptable credit as outlined in the as specified elsewhere in this Tariff; or
  - 2.14.5.3. A Customer is not currently delinquent and has made timely payment of bills for a period of twelve (12) consecutive months. Timely payment means that no more than two (2) bills during the previous twelve (12) months were paid beyond the due date. A refund shall not be made if Service has been suspended for non-payment within the previous twelve (12) months.
- 2.14.6. Deposits will be refunded to Business Service Customers at the sole discretion of Company.
- 2.14.7. When Service has been terminated or disconnected, Company will deduct any and all unpaid amounts from the deposit, and the difference will be refunded, if applicable.
- 2.14.8. Any future residential deposits shall bear interest at the rate of one percent (1%) above the prime lending rate as published in the Wall Street Journal. This rate shall be adjusted annually on December 1 using the prime lending rate, as published in the Wall Street Journal on the last business day of September of each year, plus one percent (1%).

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## 2.15 CREDIT

- 2.15.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.
- 2.15.2. Company may require any applicant or Customer to establish and maintain credit in one of the following ways:
  - 2.15.2.1. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing;
  - 2.15.2.2. Providing a suitable guarantee in writing, in a form presubscribed by Company; or
  - 2.15.2.3. Paying a cash deposit pursuant to Section 2.14.

Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

- 2.15.3. Company will extend credit to an applicant for new Service without a deposit if the applicant has verifiable previous or existing telephone service with any telephone company in the United States for at least twelve (12) months, and the payment record is made available and the account history is satisfactory. The payment record of an account will be deemed satisfactory if all the following are met:
  - 2.15.3.1. The previous or existing service was not discontinued for nonpayment, and was not abandoned, within the past twelve (12) months; and
  - 2.15.3.2. The applicant has not been sent denial notices for previous or existing service within the past twelve (12) months; and
  - 2.15.3.3. The applicant has paid for all previous and existing service without referral to a collection agency and without a declaration of uncollectibility; and
  - 2.15.3.4. The applicant provides accurate credit information as appropriate.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

#### 2.15 **CREDIT**, Continued

- 2.15.4. To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit.
- 2.15.5. Customer credit information may be exchanged between telecommunications companies and other utilities. Customer credit information will be retained for two (2) years, unless otherwise required by the Commission.

If an applicant for Service is unable to provide satisfactory credit information, Company may refuse to provide Service unless the applicant furnishes a deposit pursuant to Section 2.14.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

#### 2.16. ACCESS TO CARRIER OF CHOICE

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider (IC) of their choice. The IC should request confirmations/verifications of choice from its Customers no later than the date of submission of its first bill to the Customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

#### 2.17 INTERCONNECTION

- 2.17.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.17.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.3. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

#### 2.18. FULL FORCE AND EFFECT

Should any provision or portion of this tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this tariff will remain in full force and effect.

#### 2.19. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

#### 2.20. ACCESS TO TELEPHONE RELAY SERVICES

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

#### 2.21. DIRECTORY LISTINGS

- 2.21.1. The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 2.21.2. The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.
- 2.21.3. The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in the directories.

#### 2.21. DIRECTORY LISTINGS, Continued

- 2.21.4. Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when, in its sole judgment, such listings would violate the integrity of Company records and directories, confuse individuals using the directory, or when the Customer cannot provide satisfactory evidence that he or she is authorized to do business as requested.
- 2.21.5. The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.
- 2.21.6. Generally, the listed address is the location of the subscriber's residence.

#### **2.22.** UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911,E911)

- 2.22.1. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.22.2. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.22.3. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.22.4. 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, tire, 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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#### 2.22. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE, Continued

2.22.5. The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (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 losses 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. Under the terms of this tariff, the Public Safety Agency must also agree 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.

## 3.1. LOCAL EXCHANGE SERVICE DESCRIPTIONS

3.1.1. Local Service Area

The Company will provide local exchange service in the areas served by SBC Missouri.

#### 3.1.2. Generally

Local Exchange Service provides the Customer with touch tone, voice-grade telecommunications services that can be used to place or receive calls. The Customer may place calls to any local calling station in the local calling area. Additionally, subject to availability, the Customer may access certain features, including, operator services, directory assistance, enhanced 911 (where available to Company), custom calling features, including voice mail (where available) and telecommunications relay services. The Customer may also place calls to toll-free numbers where equipment allows.

#### 3.1.3. Business Local Exchange Service

Granite offers business customers a choice of two local calling plans, flat-rate and Area Calling Service (ACS). Under the flat-rate plan, there is no charge for local calls within the Limited Local Calling Area (LLCA). The ACS, an enhanced measured service plan, has measured usage charges for both LLCA and Full Local Calling Area (FLCA) calls within 55 miles, subject to Peak and Off-Peak rates. The Peak rates apply Monday - Friday, 8:00 AM - 7:59 PM; Off-Peak rates apply at all other times, including the six recognized holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. The regular ACS has no usage allowance. However, a Premium Calling option, set forth in Section 3.2.6, offers unlimited calls to both the LLCA and FLCA for an additive monthly charge.

Granite offers two other optional features, Local Usage Detail and Back-Up Line. The former details all FLCA calls for Area Calling Service customers. Back-Up Line is available to individual line and multiline key customers, so that customers may place and receive overflow calls while their regular lines are occupied. A monthly fee applies for Back-Up Line arrangement, as well as a charge for each minute of incoming and/or outgoing usage that is diverted to the Back-Up Line. Customers may also arrange the Back-Up Line as part of a hunt group for the same monthly charge that applies to regular lines in a hunt group arrangement.

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#### 3.1. LOCAL EXCHANGE SERVICE DESCRIPTIONS, Continued

#### 3.1.3. Business Local Exchange Service, Continued

Granite offers Custom Calling features known as TouchStar, as well as RingMaster, the servicemark for an arrangement that offers up to two additional dependent phone numbers with a distinctive ring on the same line. Unless otherwise indicated, the only nonrecurring fee that may apply for any or all vertical features is a secondary service order charge.

#### 3.1.4. Business Package Plans

Granite offers two packages, Business Plus and Business Choice, for its flat rate customers. Business Plus has two options. Under Option 1, customers receive an access line with Touch-Tone service, local usage detail and unlimited local and intraLATA toll calls, subject to an allowance of 120 hours per month. A charge of \$0.047 minute applies to usage above this threshold. Under Option 2, customers receive an access line with Touch-Tone service, local usage detail and unlimited local calling. A charge of \$0.114 per minute applies to intraLATA toll calls.

Business Choice includes subscription to the corresponding Business Plus option, as well as a choice of any five vertical features, as shown below.

Vertical Features Available with Business Choice:

| Call Forward Busy Line         |
|--------------------------------|
| Call Forward Don't Answer      |
| Call Forward Don't Answer Ring |
| Control                        |
| Call Forward Variable          |
| Flexible Call Forwarding       |
| Call Waiting                   |
| Speed Calling 8                |
| Speed Calling 30               |
| Three Way Calling              |
| Message Waiting Indicator -    |
| Audible                        |

Message Waiting Indicator -Visual Call Return Call Block Call Tracing Repeat Dialing Call Selector Preferred Call Forwarding RingMaster I RingMaster II Remote Access Call Forwarding Three-Way Calling with Transfer

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#### 3.1. LOCAL EXCHANGE SERVICE DESCRIPTIONS, Continued

#### 3.1.5. Residential Local Exchange Service

Granite Telecommunications, LLC offers residential customers a choice of two local calling plans, flat-rate and Area Calling Service (ACS). Under the flat-rate plan, there is no charge for local calls within the Limited Local Calling Area (LLCA). The ACS, an enhanced measured service plan, has measured usage charges for both LLCA and Full Local Calling Area (FLCA) calls within 55 miles, subject to Peak and Off-Peak rates. The Peak rates apply Monday - Friday, 8:00 AM - 7:59 PM; Off-Peak rates apply at all other times, including the six recognized holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. The regular ACS has no usage allowance. However, a Premium Calling option, set forth in Section 3.3.7, offers unlimited calls to both the LLCA and FLCA for an additive monthly charge.

Granite Telecommunications, LLC offers three enhanced features: Local Usage Detail, Complete Choice and Area Plus. Local Usage Detail itemizes all full local calls for Area Calling Service customers. Complete Choice provides a flat-rate line with Touch-Tone service and an unlimited number of these optional features: Custom Calling; Touch Starenhanced Custom Calling features; customized code restrictions to limit outgoing calls; and RingMaster, distinctive ringing of separate phone numbers that share the share line. The monthly charge is in lieu of the normal flat-rate individual line charge. Area Plus provides a Touch-Tone line with unlimited local calls throughout the entire Area Calling Service area, as well as a 30 percent discount on all Dial Station intraLATA MTS calls. This discount is in lieu of any of the regular volume discounts that accompany Granite Telecommunications, LLC's MTS tariffed rates. The Area Plus monthly charge is in lieu of the normal Area Calling Service individual line charge. Lastly, Area Plus with Complete Choice provides the aforementioned features of both plans at an aggregated price. The monthly charge is in lieu of the Area Calling Service individual line charge.

Effective Date: October 23, 2003

## 3.1. LOCAL EXCHANGE SERVICE DESCRIPTIONS, Continued

## 3.1.6. Intrastate IntraLATA Message Telecommunications Service (MTS)

3.1.6.1. Business IntraLATA Message Toll Service (MTS) Calling Plans

Granite has two variations of its Saver Service Plans. The Company offers WatsSaver (WS) to small businesses with five different usage thresholds and Business Saver Service that offers Customers volume discounts at no additional charge.

The minimum monthly charge (MMC) is equal to the number of minutes that each of the block-of-time plans includes, times the Peak rate. These plans have billing increments of six seconds, after an initial increment of 30 seconds, for all calls. The plans do not include any Calling Card or Operator-Handled surcharges. The rate periods conform to the standard rate periods, and the holidays are the same as those for MTS. Customers may also choose a term Discount option for any of the plans to receive a discount off of the standard rate.

## 3.1.6.2. Residential IntraLATA Calling Plans

Granite offers three calling plans: Custom Rate Plan, Easy Calling Plan No.1 (ECP No.1) and  $25\phi$  Call Plan. Custom Rate Plan offers discounted rates for all intrastate intraLATA calls originating and terminating in a Customer's home state. Peak rates apply Monday-Friday 7:00AM to 5:59PM. Off-Peak rates apply all other times including holidays. The  $25\phi$  Call Plan provides a uniform rate for all intraLATA Dial Station MTS calls regardless of the time of day and the mileage distance.

The Easy Calling Plan No. 1 offers flat-rate Dial Station calls billed in subminute increments. Customers must meet one of the following three criteria to enroll in this plan: (1) A solicitation to enroll by Granite Inc. or its authorized agent; (2) average intraLATA toll usage of at least \$3.00 a month for the past three months; (3) enrollment in Complete Choice, Area Plus or Area Plus with Complete Choice package plans.

#### 3.1. LOCAL EXCHANGE SERVICE DESCRIPTIONS, Continued

#### 3.1.7. Promotions

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

#### 3.2. BUSINESS LOCAL EXCHANGE SERVICE RATES AND CHARGES

3.2.1 Flat Rate Service

|                                | Monthly Recurring<br>Charge | Non Recurring<br>Charge |
|--------------------------------|-----------------------------|-------------------------|
| Individual Line, Key System or | ·PBX Trunk                  |                         |
| Rate Class 1                   | \$33.25                     | \$69.35                 |
| Rate Class 2-6                 | \$34.10                     | \$69.35                 |

## 3.2.2 Measured Monthly Service

|                                  | Monthly Recurring<br>Charge | Non Recurring<br>Charge |
|----------------------------------|-----------------------------|-------------------------|
| Individual Line, Key System or I | PBX Trunk                   |                         |
| Rate Class - 1,2,3,4             | \$31.06                     | \$69.35                 |
| Rate Class - 5                   | \$33.58                     | \$69.35                 |
| Rate Class - 6                   | \$31.06                     | \$69.35                 |

3.2.2.1. Measured Usage Charges, Peak\*

|                               | First Min | Add'l<br>Min |
|-------------------------------|-----------|--------------|
| Band A (Intra-exchange)       | \$0.0190  | \$0.0095     |
| Band B (1-10 Miles)           | \$0.0380  | \$0.0190     |
| Band C (11-16 Miles)          | \$0.0570  | \$0.0380     |
| Band D (10 Miles beyond LLCA) | \$0.0380  | \$0.0190     |
| Band E (16 Miles beyond LLCA) | \$0.0570  | \$0.0380     |
| Band F (22 Miles beyond LLCA) | \$0.0850  | \$0.0660     |
| Band G (30 Miles beyond LLCA) | \$0.0850  | \$0.0660     |
| Band H (40 Miles beyond LLCA) | \$0.0850  | \$0.0660     |
| Band I (55 Miles beyond LLCA) | \$0.0850  | \$0.0660     |

\*The Peak rates apply Monday - Friday, 8:00 AM - 7:59 PM

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#### **3.2. BUSINESS LOCAL EXCHANGE SERVICE RATES AND CHARGES,** Continued

#### 3.2.2. Measured Monthly Service, Continued

#### 3.2.2.2. Measured Usage Charges, Off-Peak\*

|                               | First Min | Add'1    |
|-------------------------------|-----------|----------|
|                               |           | Min      |
| Band A (Intra-exchange)       | \$0.0095  | \$0.0047 |
| Band B (1-10 Miles)           | \$0.0190  | \$0.0095 |
| Band C (11-16 Miles)          | \$0.0285  | \$0.0190 |
| Band D (10 Miles beyond LLCA) | \$0.0190  | \$0.0095 |
| Band E (16 Miles beyond LLCA) | \$0.0285  | \$0.0190 |
| Band F (22 Miles beyond LLCA) | \$0.0427  | \$0.0332 |
| Band G (30 Miles beyond LLCA) | \$0.0427  | \$0.0332 |
| Band H (40 Miles beyond LLCA) | \$0.0427  | \$0.0332 |
| Band I (55 Miles beyond LLCA) | \$0.0427  | \$0.0332 |

\*Off-Peak rates apply at times other than Peak times listed in A above, including the six recognized holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

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## 3.2. **BUSINESS LOCAL EXCHANGE SERVICE RATES AND CHARGES**, Continued

#### 3.2.3. Direct Inward Dialing (DID)

|       |  | Monthly Recurring<br>Charge | Non Recurring<br>Charge |
|-------|--|-----------------------------|-------------------------|
|       | First Block of 20 DID Numbers                          | \$ 3.23                     | \$456.00                |
|       | Add'l Block of 20 DID Number                           | \$ 3.23                     | \$ 0.00                 |
|       | DID Trunk Termination                                  | \$24.70                     | \$ 47.50                |
|       | Optional Features                                      |                             |                         |
|       | MF Pulsing Option                                      | \$ 7.12                     | \$ 0.00                 |
|       | DTMF Pulsing Option                                    | \$ 7.12                     | \$ 0.00                 |
| 3.2.4 | Additional Charges                                     |                             |                         |
|       | Touch Tone, Per Line/Trunk<br>Hunting, Per Arrangement | \$ 0.00                     | \$0.00                  |
|       | Rate Class 1   | \$11.40                     | \$0.00                  |
|       | Rate Class 2   | \$10.69                     | \$0.00                  |
|       | Rate Class 2<br>Rate Class 3                           | \$ 9.97                     | \$0.00                  |
|       |  |                             |                         |
|       | Rate Class 4   | \$ 9.50<br>\$ 5.41          | \$0.00                  |
|       | Rate Class 5   | \$ 5.41                     | \$0.00                  |
|       | Rate Class 6   | \$ 9.50                     | \$0.00                  |
|       | End User Common Line Charge (EUC                       |                             |                         |
|       | Individual Line  | \$ 7.00                     | \$0.00                  |
|       | Multiline Key/PBX                                      | \$ 9.20                     | \$0.00                  |
|       | Directory Assistance (Per Call)                        | \$ 0.90                     | \$0.00                  |
|       | Federal Universal Service Charge                       | \$ 0.55                     | \$0.00                  |
|       | PIC Change Charge, IntraLATA                           |                             |                         |
|       | and InterLATA, per line                                | \$0.00                      | \$5.00                  |

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## 3.2. BUSINESS LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

#### 3.2.5 Optional Features

|  | Monthly Recurring<br>Charge | Non Recurring<br>Charge |
|--|-----------------------------|-------------------------|
| Back-Up Line                           | 0                           | 6                       |
| Per Arrangement                        | \$ 0.00                     | \$0.00                  |
| Hunting, Per Line Arranged             | \$ 0.00                     | \$0.00                  |
| Usage Charges (Per Minute)             |                             |                         |
| Incoming Calls                         | \$ 0.47                     | \$0.00                  |
| Outgoing Calls                         |                             |                         |
| Limited Local (Flat-Rate Only)         | \$ 0.085                    | \$0.00                  |
| Premium Calling (Area Calling Only)    | \$52.25                     | \$0.00                  |
| Local Usage Detail (Area Calling Only) | )                           |                         |
| Per Line/Trunk                         | \$ 2.85                     | \$0.00                  |
| Per Full Local Call Listed             | \$ 0.009                    | \$0.00                  |
|  |                             |                         |

#### 3.2.6 Order Charges

|       |                                | Monthly Recurring<br>Charge | Non Recurring<br>Charge |
|-------|--------------------------------|-----------------------------|-------------------------|
|       | Service Order                  |                             |                         |
|       | Each Add'l Line/Trunk          | \$0.00                      | \$20.90                 |
|       | Changes to Existing Service    |                             |                         |
|       | First Line/Trunk               | \$0.00                      | \$45.00                 |
|       | Each Add'l Line/Trunk          | \$0.00                      | \$13.30                 |
|       | Secondary Service/Record Order | \$0.00                      | \$19.00                 |
| 3.2.7 | Premises Visit Charge          |                             |                         |
|       | First 15 Minutes               | \$0.00                      | \$28.50                 |
|       | Add'1 15 Minutes               | \$0.00                      | \$13.30                 |

Effective Date: October 23, 2003

# 3.2. BUSINESS LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.2.8 Vertical Features

|                                | Monthly Recurring<br>Charge | Non Recurring<br>Charge |
|--------------------------------|-----------------------------|-------------------------|
| Speed Calling                  | Charge                      | Charge                  |
| 8 Number                       | \$ 4.18                     | \$ 0.00                 |
| 30 Number                      | \$ 5.22                     | \$ 0.00                 |
| Three-Way Calling              | \$ 4.18                     | \$ 0.00                 |
| Three-Way Calling w/ Transfer  | \$ 5.70                     | \$ 0.00                 |
| Flexible Call Forwarding       |                             |                         |
| Standard                       | \$ 9.40                     | \$ 0.00                 |
| W/ Audio Calling Name          | \$10.45                     | \$ 0.00                 |
| Call Forwarding                |                             |                         |
| Variable                       | \$ 4.18                     | \$ 0.00                 |
| Busy Line                      | \$ 3.66                     | \$ 0.00                 |
| Busy Line (Variable)           | \$ 7.03                     | \$ 0.00                 |
| Busy Line Multipath            | \$ 3.37                     | \$ 0.00                 |
| Don't Answer                   | \$ 3.66                     | \$ 0.00                 |
| Don't Answer (Variable)        | \$ 6.65                     | \$ 0.00                 |
| Don't Answer Multipath         | \$ 3.37                     | \$ 0.00                 |
| Variable Multipath             | \$ 3.37                     | \$ 0.00                 |
| Remote Access                  | \$ 8.88                     | \$ 0.00                 |
| Don't Answer – Ring Control    | \$ 3.66                     | \$ 0.00                 |
| Call Waiting                   | \$ 4.18                     | \$ 0.00                 |
| RingMaster Distinctive Ringing |                             |                         |
| One Dependent Number           | \$ 5.70                     | \$ 0.00                 |
| Two Dependent Numbers          | \$ 9.50                     | \$ 0.00                 |
| Hot Line                       | \$ 0.47                     | \$ 1.90                 |
| Warm Line                      | \$ 0.47                     | \$23.75                 |
| TouchStar Features             |                             |                         |
| Call Return                    | \$ 4.95                     | \$ 0.00                 |
| Repeat Dialing                 | \$ 4.70                     | \$ 0.00                 |
| Call Selector                  | \$ 4.70                     | \$ 0.00                 |
| Preferred Call Forwarding      | \$ 4.70                     | \$ 0.00                 |
| Call Block                     | \$ 4.70                     | \$ 0.00                 |
| Call Tracing                   | \$ 5.22                     | \$ 0.00                 |

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# SECTION 3 - LOCAL EXCHANGE SERVICE DESCRIPTIONS AND RATES, Continued

# 3.2. BUSINESS LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.2.8 Vertical Features, continued

|                                | Monthly Recurring | Non Recurring |
|--------------------------------|-------------------|---------------|
|                                | Charge            | Charge        |
| Calling Identification         | -                 | -             |
| Anonymous Call Rejection (ACR) | \$ 4.18           | \$0.00        |
| Caller ID                      |                   |               |
| Basic                          | \$ 8.60           | \$0.00        |
| Deluxe w/ ACR                  | \$ 9.50           | \$0.00        |
| Deluxe w/out ACR               | \$ 9.50           | \$0.00        |
| Enhanced w/ ACR                | \$15.15           | \$0.00        |
| Enhanced w/ ACR and Call Mgmt. | \$16.10           | \$0.00        |
| Enhanced w/ All Features       | \$16.10           | \$0.00        |
| Deluxe w/out ACR               | \$ 9.50           | \$0.00        |
| Enhanced w/ ACR                | \$15.15           | \$0.00        |
| Per Use Features               |                   |               |
| Repeat Dialing                 | \$ 0.76           | \$0.00        |
| Busy Connect                   | \$ 0.76           | \$0.00        |
| Call Return                    | \$ 0.76           | \$0.00        |
| Three-Way Calling              | \$ 0.76           | \$0.00        |

#### 3.2.10 Package Plans

3.2.9

|                 | Monthly Recurring<br>Charge | Non Recurring<br>Charge |
|-----------------|-----------------------------|-------------------------|
| Business Plus   |                             |                         |
| Option 1        | \$59.75                     | \$69.35                 |
| Option 2        | \$36.95                     | \$69.35                 |
| Business Choice |                             |                         |
| Option 1        | \$73.00                     | \$69.35                 |
| Option 2        | \$50.21                     | \$69.35                 |

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#### 3.3 RESIDENTIAL LOCAL EXCHANGE SERVICE RATES AND CHARGES

3.3.1 Flat Rate Service

|                 | Monthly Recurring<br>Charge | Non Recurring<br>Charge |
|-----------------|-----------------------------|-------------------------|
| Individual Line |                             |                         |
| Rate Class 1    | \$12.13                     | \$39.90                 |
| Rate Class 2    | \$12.04                     | \$39.90                 |
| Rate Class 3    | \$13.65                     | \$39.90                 |
| Rate Class 4    | \$14.30                     | \$39.90                 |
| Rate Class 5    | \$17.48                     | \$39.90                 |
| Rate Class 6    | \$14.46                     | \$39.90                 |

#### 3.3.2 Message Monthly Service

|                    | Monthly Recurring | Non Recurring |
|--------------------|-------------------|---------------|
|                    | Charge            | Charge        |
| Individual Line    |                   |               |
| Rate Class 1,2,3,4 | \$ 8.98           | \$39.90       |
| Rate Class 5       | \$ 10.47          | \$39.90       |
| Rate Class 6       | \$ 9.27           | \$39.90       |

#### 3.3.2.1 Measured Usage Charges, Peak\*

|                               | First Min | Add'l Min |
|-------------------------------|-----------|-----------|
| Band A (Intra-exchange)       | \$0.0190  | \$0.0095  |
| Band B (1-10 Miles)           | \$0.0380  | \$0.0190  |
| Band C (11-16 Miles)          | \$0.0570  | \$0.0380  |
| Band D (10 Miles beyond LLCA) | \$0.0380  | \$0.0190  |
| Band E (16 Miles beyond LLCA) | \$0.0570  | \$0.0380  |
| Band F (22 Miles beyond LLCA) | \$0.0850  | \$0.0660  |
| Band G (30 Miles beyond LLCA) | \$0.0850  | \$0.0660  |
| Band H (40 Miles beyond LLCA) | \$0.0850  | \$0.0660  |
| Band I (55 Miles beyond LLCA) | \$0.0850  | \$0.0660  |

\*The Peak rates apply Monday - Friday, 8:00 AM - 7:59 PM.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

### 3.3 RESIDENTIAL LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

3.3.2 Message Monthly Service, continued

### 3.3.2.2. Measured Usage Charges, Off-Peak\*

|                               | First Min | Add'l Min |
|-------------------------------|-----------|-----------|
| Band A (Intra-exchange)       | \$0.0095  | \$0.0047  |
| Band B (1-10 Miles)           | \$0.0190  | \$0.0095  |
| Band C (11-16 Miles)          | \$0.0285  | \$0.0190  |
| Band D (10 Miles beyond LLCA) | \$0.0190  | \$0.0095  |
| Band E (16 Miles beyond LLCA) | \$0.0285  | \$0.0190  |
| Band F (22 Miles beyond LLCA) | \$0.0427  | \$0.0332  |
| Band G (30 Miles beyond LLCA) | \$0.0427  | \$0.0332  |
| Band H (40 Miles beyond LLCA) | \$0.0427  | \$0.0332  |
| Band I (55 Miles beyond LLCA) | \$0.0427  | \$0.0332  |

\*Off-Peak rates apply at all times other than Peak times in A above, including the six recognized holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

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# 3.3 **RESIDENTIAL LOCAL EXCHANGE SERVICE RATES AND CHARGES**, Continued

3.3.3 Additional Charges

|       |   | Monthly Recurring<br>Charge | Non Recurring<br>Charge |
|-------|---|-----------------------------|-------------------------|
|       | End User Common Line Charge (EUC)                   | L)                          | 0                       |
|       | First Line  | \$ 6.00                     | \$ 0.00                 |
|       | Additional Line                                     | \$ 7.00                     | \$ 0.00                 |
|       | Directory Assistance                                |                             |                         |
|       | After 1st Call (Per Call)                           | \$ 0.90                     | \$ 0.00                 |
|       | PIC Change Charge, IntraLATA and                    |                             |                         |
|       | InterLATA, Per Line                                 | \$0.00                      | \$5.00                  |
| 3.3.4 | Order Charges                                       |                             |                         |
|       | Each Add'l Line                                     | \$ 0.00                     | \$14.25                 |
|       | Line Change Charge                                  |                             |                         |
|       | First Line  | \$ 0.00                     | \$33.25                 |
|       | Add'l Line  | \$ 0.00                     | \$11.40                 |
|       | Secondary Order Charge                              | \$ 0.00                     | \$14.25                 |
|       | Record Order  | \$ 0.00                     | \$14.25                 |
| 3.3.5 | Premises Visit Charge                               |                             |                         |
|       | First 15 Minutes                                    | \$ 0.00                     | \$28.50                 |
|       | Add'l 15 Minutes                                    | \$ 0.00                     | \$13.30                 |
| 3.3.6 | Optional Features                                   |                             |                         |
|       | Premium Calling (Area Calling Only)                 | \$19.95                     | \$ 0.00                 |
|       | Local Usage Detail                                  | ¢ 0.95                      | ¢ 0.00                  |
|       | Per Line (Area Calling Only)                        | \$ 2.85                     | \$ 0.00                 |
|       | Per Full Local Call Listed<br>(Area Calling Only)   | \$0.009                     | \$ 0.00                 |
|       | Complete Choice (Flat-Rate Only)                    | \$31.82                     | \$ 0.00                 |
|       | Area Plus (Area Calling Only)                       | \$36.10                     | \$ 0.00                 |
|       | Complete Choice w/ Area Plus<br>(Area Calling Only) | \$47.02                     | \$ 0.00                 |

Effective Date: October 23, 2003

- 3.3 RESIDENTIAL LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued
- 3.3.7 Vertical Features

|                               | Monthly Recurring | Non Recurring |
|-------------------------------|-------------------|---------------|
| Snood Calling                 | Charge            | Charge        |
| Speed Calling                 | <b>#</b> 2.42     | <b>#</b> 0.00 |
| 8 Number                      | \$3.42            | \$0.00        |
| 30 Number                     | \$3.90            | \$0.00        |
| Three-Way Calling             | \$3.42            | \$0.00        |
| Three-Way Calling w/ Transfer | \$4.70            | \$0.00        |
| Flexible Call Forwarding      |                   |               |
| Standard                      | \$4.75            | \$0.00        |
| W/ Audio Calling Name         | \$6.65            | \$0.00        |
| Flexible Call Forwarding Plus |                   |               |
| Standard                      | \$6.65            | \$0.00        |
| W/ Audio Calling Name         | \$8.55            | \$0.00        |
| Call Forwarding               |                   |               |
| Busy Line                     | \$0.95            | \$0.00        |
| Busy Line (Variable)          | \$2.85            | \$0.00        |
| Busy Line Multipath           | \$1.90            | \$0.00        |
| Don't Answer                  | \$0.95            | \$0.00        |
| Don't Answer (Variable)       | \$2.85            | \$0.00        |
| Don't Answer Multipath        | \$1.90            | \$0.00        |
| Variable Multipath            | \$2.85            | \$0.00        |
| Remote Access                 | \$5.70            | \$0.00        |
| Don't Answer – Ring Control   | \$0.95            | \$0.00        |
| Call Waiting                  | \$3.47            | \$0.00        |

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# 3.3 **RESIDENTIAL LOCAL EXCHANGE SERVICE RATES AND CHARGES**, Continued

3.3.7 Vertical Features, continued

|       |                                | Monthly Recurring<br>Charge | Non Recurring<br>Charge |
|-------|--------------------------------|-----------------------------|-------------------------|
|       | RingMaster Distinctive Ringing | Ū.                          | -                       |
|       | One Dependent Number           | \$3.75                      | \$ 0.00                 |
|       | Two Dependent Numbers          | \$5.65                      | \$ 0.00                 |
|       | Message Waiting Indicator      |                             |                         |
|       | Audible                        | \$0.47                      | \$ 0.00                 |
|       | Audible/Visual                 | \$0.47                      | \$ 0.00                 |
|       | Hot Line                       | \$0.47                      | \$ 1.90                 |
|       | Warm Line                      | \$0.47                      | \$23.75                 |
|       | TouchStar Features             |                             |                         |
|       | Call Return                    | \$4.18                      | \$ 0.00                 |
|       | Repeat Dialing                 | \$3.99                      | \$ 0.00                 |
|       | Call Selector                  | \$3.99                      | \$ 0.00                 |
|       | Preferred Call Forwarding      | \$3.99                      | \$ 0.00                 |
|       | Call Block                     | \$3.99                      | \$ 0.00                 |
|       | Call Tracing                   | \$3.99                      | \$ 0.00                 |
|       | Calling Identification         |                             |                         |
|       | Anonymous Call Rejection (ACR) | \$3.13                      | \$ 0.00                 |
|       | Caller ID                      |                             |                         |
|       | Basic                          | \$6.65                      | \$ 0.00                 |
|       | Deluxe w/ ACR                  | \$7.22                      | \$ 0.00                 |
|       | Deluxe w/out ACR               | \$7.13                      | \$ 0.00                 |
| 3.3.8 | Per Use Feature                |                             |                         |
|       | Repeat Dialing                 | \$0.76                      | \$ 0.00                 |
|       | Busy Connect                   | \$0.76                      | \$ 0.00                 |
|       | Call Return                    | \$0.76                      | \$ 0.00                 |
|       | Three-Way Calling              | \$0.76                      | \$ 0.00                 |

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# 3.4 INTRASTATE INTRALATA MESSAGE TOLL SERVICE (MTS) RATES AND CHARGES

#### 3.4.1 Business MTS

3.4.1.1 Dial Station

| P                    | EAK        | OF                  | F-PEAK    |
|----------------------|------------|---------------------|-----------|
| 1 <sup>st</sup> Min. | Add'l Min. | 1 <sup>st</sup> Min | Add'l Min |
| \$0.1800             | \$0.1800   | \$0.1354            | \$0.1354  |

#### 3.4.2 Residential MTS

3.4.2.1 Dial Station

| P                       | PEAK OFF-PEAK |                        | -PEAK        |
|-------------------------|---------------|------------------------|--------------|
| 1 <sup>st</sup> 30 Sec. | Add'1 30 Sec  | 1 <sup>st</sup> 30 Sec | Add'1 30 Sec |
| \$0.076                 | \$0.0152      | \$0.0580               | \$0.0114     |

3.4.2.2 Volume Discount

| Monthly Usage     | Percentage Discount |
|-------------------|---------------------|
| 0-\$5.00          | 0%                  |
| \$5.01-10.00      | 5%                  |
| \$11.01 - \$20.00 | 10%                 |
| \$20.01+          | 30%                 |

Effective Date: October 23, 2003

# 3.4 INTRASTATE INTRALATA MESSAGE TOLL SERVICE (MTS) RATES AND CHARGES, Continued

3.4.3 Surcharges

Per Call

| Directory Assistance        |        |
|-----------------------------|--------|
| Private Phone               | \$0.90 |
| Public Telephone            | \$0.28 |
| Calling Card                | \$0.76 |
| Operator Assisted           | \$2.14 |
| Person-to-Person            | \$4.66 |
| Coin Sent-Paid              | \$2.25 |
| Operator Handled Surcharges |        |
| Semi-Automated              | \$0.47 |
| Operator-Dialed             | \$0.76 |

3.4.4. Business IntraLATA Calling Plans

#### 3.4.4.1. WatsSaver Rates

| Service | Monthly<br>Minimum<br>Charge | Non<br>Recurring<br>Charge | Add'l<br>Peak | 6 Sec.<br>Off-Peak |
|---------|------------------------------|----------------------------|---------------|--------------------|
| WS2     | \$ 13.11                     | \$19.00                    | \$0.0109      | \$0.0109           |
| WS5     | \$ 31.35                     | \$19.00                    | \$0.0104      | \$0.0104           |
| WS10    | \$ 59.85                     | \$19.00                    | \$0.0100      | \$0.0100           |
| WS25    | \$ 35.31                     | \$19.00                    | \$0.0090      | \$0.0090           |
| WS50    | \$290.70                     | \$19.00                    | \$0.0081      | \$0.0081           |
| WS110   | \$501.60                     | \$19.00                    | \$0.0076      | \$0.0076           |

3.4.4.2. Business Saver Service Rates

| Monthly<br>Usage | Monthly<br>% | 1 Year<br>% | 2Year<br>% |
|------------------|--------------|-------------|------------|
| 10.00            | 0.0          | 5.0         | 15.0       |
| 50.00            | 5.0          | 10.0        | 20.0       |
| 75.00            | 10.0         | 15.0        | 25.0       |
| 75.01+           | 15.0         | 20.0        | 30.0       |

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# 3.4 INTRASTATE INTRALATA MESSAGE TOLL SERVICE (MTS) RATES AND CHARGES, Continued

3.4.4. Business IntraLATA Calling Plans, continued

## 3.4.4.3 Term Discounts

| Term    | % Discount |
|---------|------------|
| l year  | 5.0        |
| 2 years | 8.0        |
| 3 years | 11.0       |

#### 3.4.5. Residential IntraLATA Calling Plans

3.4.5.1. Custom Rate Plan

| Service  | Monthly<br>Minimum | Non<br>Recurring | First<br>30 Sec. | Add'l<br>6 Sec. |  |
|----------|--------------------|------------------|------------------|-----------------|--|
| Peak     | \$ 0.00            | \$0.00           | \$0.0475         | \$0.0095        |  |
| Off-Peak | \$0.00             | \$0.00           | \$0.0237         | \$0.0047        |  |

#### 3.4.5.2. Easy Calling Plan No. 1 Rates

| Service  | Monthly | Non       | First    | Add'l    |
|----------|---------|-----------|----------|----------|
|          | Minimum | Recurring | 30 Sec.  | 6 Sec.   |
| ECP No.1 | \$ 0.00 | \$0.00    | \$0.0475 | \$0.0095 |

3.4.5.3. 25 Cents Call Plan

| Per Call | \$0.25 |
|----------|--------|
| Monthly  | \$4.95 |

#### 3.5. MISCELLANEOUS CHARGES

| 3.5.1. | Returned Check Charge, per occurrence                 | \$25.00 |
|--------|---|---------|
| 3.5.2. | Dial Around Surcharge, per call                       | \$00.30 |
| 3.5.3. | Missouri TRS/TDD, per line, per month                 | \$00.07 |
| 3.5.4. | Missouri Lifeline Support charge, per line, per month | \$00.05 |

#### 3.6. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service not offered under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

#### 3.7. **DISCOUNTS**

For purposes of packaging services, the Company offers discounts from the rates set forth in this tariff on an individual case basis. The amount, type and duration of any discounts may vary by Customer. In no event are rates charged to any Customer higher than the rates set forth in this tariff.

Effective Date: October 23, 2003

# SECTION 4 – INTEREXCHANGE SERVICE DESCRIPTIONS AND RATES

# 4.1. GRANITE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

- 4.1.1. The Company provides interexchange services throughout the State of Missouri.
- 4.1.2 Service Descriptions

Company provides a switched telecommunications service which allows a customer to establish a communications path between two stations by using uniform dialing plans.

- 4.1.2.1. Granite Switched Access Service is a switched access service, offering users outbound 1 plus and inbound, long distance telecommunications services. Rates are based on the subscribers' cumulative monthly long distance billing.
- 4.1.2.2. Granite Dedicated Access Service is a dedicated access service, offering users both outbound 1 plus and in bound, long distance telecommunications services over dedicated local access connections to the carriers' point of presence. This service is designed for subscribers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities.
- 4.1.2.3. Granite Travel Card is a calling card service enabling Switched Access Service subscribers to place calls from any touch tone phone in the U.S. Travel Card calls are billed at the Company's rates and appear on the subscriber's monthly long distance bill.

#### SECTION 4 -- INTEREXCHANGE SERVICE DESCRIPTIONS AND RATES

# 4.1. GRANITE INTEREXCHANGE TELECOMMUNICATIONS SERVICES, Continued

4.1.2.4. Granite Prepaid Calling Card Service is a discretionary switched access service available to subscribers via a toll free number from any telephone in the United States. The user's account is credited for the amount of calling purchased and is debited as the subscriber places calls, until the account balance is depleted. Subscribers are informed of the amount of calling time remaining on the card at the time they access the Company's equipment and enter a card identification number and are reminded to replenish the account prior to its depletion at one (1) minute prior to the account's depletion. Subscribers may immediately replenish the account at any time by contacting the Company's customer service department and charging the desired amount to a valid credit card or by mailing a check to the Company. If the account is not replenished, access to the Company's underlying carrier network is blocked.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

## 4.2. INTEREXCHANGE SERVICE CHARGES

Monthly service charges per account are based on the following schedule:

### 4.2.1. Granite Switched Access Service - (Outbound)

|            | Daytime Evening |         | Nigl    | ht      |         |               |
|------------|-----------------|---------|---------|---------|---------|---------------|
|            | Initial         | Add'l   | Initial | Add'l   | Initial | Add'l         |
|            | 30 Sec.         | 6 Sec.  | 30 Sec. | 6 Sec.  | 30 Sec. | <u>6 Sec.</u> |
| Intrastate | \$.0495         | \$.0099 | \$.0495 | \$.0099 | \$.0495 | \$.0099       |

#### 4.2.2. Granite Switched Access Service - (Inbound)

|                 | Daytime<br>Initial Add'l |         | eytime Evening |         |         | nt      |
|-----------------|--------------------------|---------|----------------|---------|---------|---------|
|                 |                          |         | Initial        | Add'l   | Initial | Add'l   |
| Monthly Calling | 30 Sec.                  | 6 Sec.  | 30 Sec.        | 6 Sec.  | 30 Sec. | 6 Sec.  |
|                 | \$.0495                  | \$.0099 | \$.0495        | \$.0099 | \$.0495 | \$.0099 |

#### 4.2.3. Granite Dedicated Access Outbound Service

| Day     | Daytime       |         | Daytime Evening |         | Nigl    | nt |
|---------|---------------|---------|-----------------|---------|---------|----|
| Initial | Add'l         | Initial | Add'l           | Initial | Add'l   |    |
| 30 Sec. | 6 <u>Sec.</u> | 30 Sec. | 6 Sec.          | 30 Sec. | 6 Sec.  |    |
| \$.0395 | \$.0079       | \$.0395 | \$.0079         | \$.0395 | \$.0079 |    |

#### 4.2.4. Granite Dedicated Access Inbound Service

|       | Daytime     |         | Daytime Evening |         | Nigl    | ht |
|-------|-------------|---------|-----------------|---------|---------|----|
| Init  | ial Add'l   | Initial | Add'l           | Initial | Add'l   |    |
| 30 \$ | Sec. 6 Sec. | 30 Sec. | 6 Sec.          | 30 Sec. | 6 Sec.  |    |
| \$.03 |             | \$.0395 | \$.0079         | \$.0395 | \$.0079 |    |

## 4.2. INTEREXCHANGE SERVICE CHARGES, Continued

#### 4.2.5. <u>Granite Travel Card Service</u>

|               | Access Charge Per Call<br>Rate Per Minute | \$0.50<br>\$0.20 |
|---------------|---|------------------|
| 4.2.6.        | Directory Assistance                      | <b>40.20</b>     |
| 4.2.0.        | Directory Assistance                      |                  |
|               | Rate Per Access                           | \$0.85           |
| <u>4.2.7.</u> | Granite Prepaid Calling Card Service      |                  |
|               | Rate Per Minute                           | \$0.25           |

## 4.2.8. Operator Assisted Calling Services

Surcharge Per Call

Granite provides operator assisted calling as an ancillary service exclusively to its subscribers. Operator assisted calling services are provided to subscribers by the underlying carrier, at the underlying carrier's rates, terms and conditions, pursuant to the underlying carrier's intrastate tariffs on file with the Commission.

\$0.50

Effective Date: October 23, 2003

#### 4.3. TIME PERIODS

|                           | Mon   | Tue   | Wed   | Thur  | Fri   | Sat   | Sun   |  |
|---------------------------|-------|-------|-------|-------|-------|-------|-------|--|
| 8:00 AM<br>to<br>4:59 PM  | Day   | Day   | Day   | Day   | Day   | Eve   | Eve   |  |
| 5:00 PM<br>to<br>10:59 PM | Eve   |  |
| 11:00 PM<br>to<br>7:59 AM | Night |  |

The application periods for the service are:

Night Rate applies to selected holidays (New Year's Day, July 4, Labor Day, Thanksgiving and Christmas). On these holidays the Night Rate applies all day, unless a lower rate would normally apply.

Issued: September 8, 2003 Issued By: Effective Date: October 23, 2003

## EXHIBIT F

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## Financial Statements (attached)

## FILED UNDER SEAL PENDING COMMISSION RULING ON APPLICATION FOR PROTECTIVE ORDER