

**Lisa C. Creighton**  
(816) 460-2461  
l3c@sonnenschein.com

4520 Main Street  
Suite 1100  
Kansas City, MO 64111  
816.460.2400  
816.531.7545 fax  
www.sonnenschein.com

Chicago  
Kansas City  
Los Angeles  
New York  
San Francisco  
St. Louis  
Washington, D.C.

May 22, 2000

**VIA HAND DELIVERY**

Mr. Dale Roberts  
Executive Secretary  
Missouri Public Service Commission  
301 West High Street, Suite 530  
Jefferson City, Missouri 65101

**FILED<sup>2</sup>**

MAY 22 2000

Missouri Public  
Service Commission

Re: *In the Matter of the Application of Ionex Communications, Inc., for a Certificate of Service Authority to Provide Basic Local Telecommunications Service, for Waiver of Certain Statutory and Regulatory Provisions, And for Designation as a Competitive Telecommunications Company*  
Case No. TA-2000-600

Dear Mr. Roberts:

Enclosed for filing with the Commission are the original and 14 copies of the replacement original tariff in connection with the Application of Ionex Communications, Inc., For a Certificate of Service Authority to Provide Basic Local Telecommunications Service and For Designation as a Competitive Telecommunications Company. Please return one copy of the tariff marked "filed" in the envelope enclosed for that purpose.

All changes made to the tariff were made at the request of Commission Staff. Ionex Communications, Inc. agrees to extend the effective date of this tariff to June 12, 2000. The changes made are as follows:

1. Added the word "Original" in front of page in the header to every page;
2. Page 8 -- added "Business" to the second sentence;
3. Removed any reference to residents on pages 12, 72, 94, 119 and 121; and
4. Page 52 -- removed "or any service" from the first sentence.

Mr. Dale Roberts  
May 22, 2000  
Page 2

Thank you for bringing this matter to the attention of the Commission. If you should have any questions, please do not hesitate to contact me.

Very truly yours,

*Lisa C. Creighton/bt*  
Lisa C. Creighton

LCC:bt  
Enclosures

cc: Office of Public Counsel  
Office of General Counsel

Schedule of Rates, Rules and Regulations  
Governing Local Service  
Provided in the State of Missouri

OFFERED BY

**IONEX COMMUNICATIONS, INC.**

5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240

This Tariff contains the descriptions, regulations, and rates applicable to furnishing of service and facilities for competitive basic local exchange telecommunications services with the State of Missouri by Ionex Communications, Inc. This tariff is on file with the Missouri Public Service Commission, and copies may also be inspected, during normal business hours at the following location: 5710 LBJ Freeway, Suite 215, Dallas, Texas 75240.

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Issued: March 28, 2000

Effective: May 11, 2000

Issued By:

Sue Weiske, General Counsel  
Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**WAIVER OF RULES AND REGULATIONS**

Pursuant to Case No. TA-2000-600, the following Rules and Regulations have been waived for the purpose of offering telecommunications services as set forth herein:

Statutory Provisions

Section 392.210.2	Reports and Records
Section 392.240 (1)	Rate Making
Section 392.270	Valuation of Property (rate making)
Section 392.280	Depreciation of Accounts
Section 392.290	Issuance of Securities
Section 392.300.2	Transfer of Property
Section 392.310	Stock and Debt Issuance
Section 392.320	Stock Dividend Payment
Section 392.330	Issuance of Securities, Debts and Notes
Section 392.340	Reorganization(s)

Missouri Public Service Commission Rules

4 CSR 240-10.020	Depreciation Fund Income
4 CSR 240-30.010(2)(C)	Rate Schedules
4 CSR 240-30.040	Uniform System of Accounts
4 CSR 240-32.030(4)(c)	Exchange Boundary Map
4 CSR 240-33.030	Minimum Charge Rule
4 CSR 240-35	Report of Bypass and Customer Specific Arrangements

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**RESERVED FOR FUTURE USE**

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### EXPLANATION OF SYMBOLS

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

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (L) To signify material relocated from or to another part of the tariff schedule with no change in text, rate, rules or conditions.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially within each Section. However, new sheets are occasionally added to the tariff. When a new sheet is added between pages 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 fourth revised sheet 14 cancels the third revised sheet 14.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1)

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**APPLICATION OF TARIFF**

This Tariff contains the regulations and rates applicable to provide resold and facilities based, intrastate and switched local exchange telecommunications services by Company to Business Customers for telecommunications between points within the State. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The rates and regulations contained in this Tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

Customer is entitled to limit the use of Company's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Company.

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**SECTION 1.0 - DEFINITIONS**

For the purpose of this tariff, the following definitions apply:

**Advance payment** is a part or all of a payment required before the start of service.

**Alternative Local Exchange Carrier (ALEC) or Competitive Local Exchange Carrier (CLEC)** – means any entity or person providing local exchange services in competition with an ILEC or LEC.

**Authorization Code** is a numerical code, one or more of which are assigned to a Customer to enable Company to identify use of Service on the Customer's account and to bill the Customer accordingly. Multiple authorization codes may be assigned to a Customer to identify individual users or groups of users. Entitlement to any authorization code shall create no property or other right or interest in the use of any particular authorization code.

**Authorized User** is a person, firm, corporation or any other entity authorized by the Customer to communicate, utilizing the Carrier's service.

**Auto Call Back** is when you encounter a busy signal when calling another number, the called number will be automatically notified (called back) when the called Station becomes idle.

**Auto Recall** is the ability to press \*69 to determine the location the last call was made from.

**Automatic number identification ("ANI")** is the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party customer. The primary purpose of ANI is for billing toll calls.

**Call Forward Busy** automatically routes incoming calls to a designated answering point when the called line is busy.

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**SECTION 1.0 - DEFINITIONS (continued)**

**Call Forward No Answer** automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

**Call Forward Remote Access** allows a user to forward their incoming calls from a remote location.

**Call Forward Variable** automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

**Call Pickup** allows a group pickup of incoming calls on another phone by dialing a code.

**Call Transfer** enables the user to transfer or add a third party, using the same line.

**Call Waiting** provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone.

**Call Waiting Cancel** allows a User to cancel the Call Waiting feature on a per call basis by dialing a code.

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

**Caller ID - Name and Number** allows a person to view the name and number calling in advance of picking up the receiver. Must be used with a caller ID box.

**Caller ID - Number only** allows a person to view the number calling in advance of picking up the receiver. Must be used with a caller ID box.

**Caller ID Block** allows caller to have name and number appear as "unknown" on recipient's caller ID box.

**Calling Party Directory Name and/or Number**

**Calling Station** is the originating point of a call (*i.e.*, the calling number).

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

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**SECTION 1.0 - DEFINITIONS (continued)**

**Central Office** is a Local Exchange Carrier's office where a Customer's lines are terminated for the purpose offering local telephone service and to connect with interexchange carriers.

**Commission** refers to the Missouri Public Service Commission, unless otherwise indicated.

**Company** refers to Ionex Communications, Inc. unless otherwise indicated.

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

**Class of Service Restriction** is used to prevent a phone from dialing certain codes and numbers or reject unwanted calls from specified numbers.

**DA** is Directory Assistance

**Dial Pulse ("DP")** is the pulse type employed by rotary dial Station sets.

**Digital Transmission** is information transmitted in the form of digitally encoded signals.

**Deposit** is the cash or equivalent of cash security held as a guarantee for payment of the charges.

**Dual Service** allows a customer to have a single call forwarded to another number, in a different location.

**Dual Tone Multi-Frequency ("DTMF")** is the pulse type employed by tone dial Station sets.

**End User** is a customer, joint user or any other person authorized by a customer to use service provided under this tariff.

**Exchange Area** a geographically defined area wherein the telephone industry through the use of maps or legal description sets down specified area where individual telephone exchange companies hold themselves out to provided communications services.

**Facility or Facilities** is any item or items of communications plant or equipment used to provide or connect to Ionex Communications, Inc. Services.

**FCC** – is the Federal Communications Commission.

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**SECTION 1.0 - DEFINITIONS (continued)**

**Hunting** automatically "hunts" for the next available line so that the call can terminate.

**Incumbent Local Exchange Carrier (ILEC) or Local Exchange Carrier (LEC)** is any local exchange carrier that was as of February 8, 1996 deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601 (b) of the FCC's regulations.

**Individual Case Basis ("ICB")** is a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer.

**IXC or interexchange carrier** is a long distance telecommunications services provider that furnishes services between exchange areas.

**Joint User** is person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a Joint User arrangement as specified in the Company's tariff.

**Kbps** is Kilobits per second, denotes thousands of bits per second.

**LATA** is a local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Local Calling** a completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

**Local Exchange Carrier (LEC)** is any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

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

**Mbps** is megabits, denotes millions of bits per second.

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**SECTION 1.0 - DEFINITIONS (continued)**

**Message Waiting Indicator** allows a stutter dial tone to be put on a line to alert the customer that a voice mail message is waiting.

**Monthly recurring charges** are those monthly charges to the customer for services, facilities or equipment which continue and are billed to the customer each month for the duration of the service.

**Multifrequency ("MF")** is an intermachine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/Key systems.

**Multiple Appearance Directory Numbers:** A directory number that is assigned more than once to one or more Proprietary Business Sets.

**Nonrecurring charge ("NRC")** is the initial charge, usually assessed on a one-time basis, to install equipment and facilities to establish service.

**Numbering plan area ("NPA")** is the same as an area code.

**Number Portability** allows customer to retain their current phone number when switching to Ionex Communications, Inc. service.

**Presubscription:** Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

**Recurring charges** are the same as monthly recurring charges.

**Remote Call Forwarding** allows a customer to have a phone number permanently forwarded to another number.

**Service commencement date** is the first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards in the service order, LOA or this tariff, in which case the service commencement date is the date of the customer's acceptance. The Company and customer may mutually agree on a substitute service commencement date.

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**SECTION 1.0 - DEFINITIONS (continued)**

**Service Order** is the written request for network services executed by the customer and the Company. The signing of a service order by the customer and acceptance by the Company begins the respective obligations of the parties in that order and under this tariff. The duration of the service is calculated from the service commencement date.

**Services** are the Company's telecommunications services offered on the Company's network.

**Shared** refers to a facility or equipment system that can be used simultaneously by several customers.

**Speed Dial - 30 Numbers** gives a user the option to call selected directory numbers by dialing a one or two-digit code.

**Speed Dial - 8 Numbers** gives a user the option to call selected directory numbers by dialing a one or two-digit code.

**Station** refers to telephone equipment from or to which calls are placed.

**Three-Way Calling** is when a user can sequentially call two or more parties and add them together to create a three-way conference call.

**Trunk** is a communications path connecting two switching systems in a network, used in the establishment of an end to end communication.

**User** is a Customer or any other person authorized by the Customer to use service provided under this tariff.

**V & H Coordinates** are geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

**WATS** is the Wide Area Telecommunications Service.

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**SECTION 1.0 - DEFINITIONS (continued)**

**RESERVED FOR FUTURE USE**

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**SECTION 2.0 – UNDERTAKING OF THE COMPANY**

**2.1 General**

- 2.1.1** The Company undertakes to provide resold and facilities based, intrastate and switched local exchange telecommunications services under the terms of this tariff for communications originating from and terminating to points within Missouri.
- 2.1.2** Ionex Communications, Inc. does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.
- 2.1.3** Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for its unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own customers.
- 2.1.4** The Customer's charges for services are based upon the total time the Customer actually uses the service subject to billing increments set forth herein and any additional charges which may apply.
- 2.1.5** The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

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**SECTION 2.0 – UNDERTAKING OF THE COMPANY**

**2.2 Description of Service**

Ionex Communications, Inc. Service consists of any of the services offered pursuant to this tariff, either individually or in combination. Each service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities or in combination with transmission facilities provided by other certificated carriers.

**2.3 Application for Service**

Customers desiring to obtain Ionex Communications, Inc. service must complete the Company's standard Service Order form(s).

**2.4 Shortage of Equipment or Facilities**

- 2.4.1** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis.
- 2.4.2** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

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**SECTION 2.0 – UNDERTAKING OF THE COMPANY (continued)**

**2.5 Terms and Conditions**

- 2.5.1** Service is provided for a minimum period of thirty days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2.5.2** Customers may be required to enter into written or oral service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.3.** Except as otherwise stated in the tariff, at the expiration of the initial term specified in each service order, or in any extension of the service order, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve the customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.5.4** In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the nonprevailing party in addition to other relief a court may award.
- 2.5.5** This tariff shall be interpreted and governed by the laws of Missouri without regard to any choice of laws provision.

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Sue Weiske, General Counsel  
Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

**SECTION 2.0 - RULES AND REGULATIONS (continued)**

**2.5 Terms and Conditions (continued)**

- 2.5.6** To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- 2.5.7** The customer has no property right to any authorization code associated with services furnished by the Company. The Company reserves the right to change such codes whenever the Company deems it necessary to do so in the conduct of its business.

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Dallas, Texas 75240  
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**SECTION 2.0 – UNDERTAKING OF THE COMPANY**

**SECTION 2.0 – UNDERTAKING OF THE COMPANY (continued)**

**2.6 Liability of the Company**

- 2.6.1** The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 7 following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company, Company's employees or agents.
- 2.6.2** The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.6.3** The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the services the Company offers.
- 2.6.4** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer or User-provided equipment or facilities.

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(605) 332-3232

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**SECTION 2.0 – UNDERTAKING OF THE COMPANY**

**2.6 Liability of the Company (continued)**

- 2.6.5** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.
- 2.6.6** The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- 2.6.7** The Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.6.8** The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered, or as required by Missouri Law.

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Ionex Communications, Inc.  
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**SECTION 2.0 – UNDERTAKING OF THE COMPANY (continued)**

**2.6 Liability of the Company (continued)**

- 2.6.9** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.6.10** The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.6.11** **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS TARIFFS.**
- 2.6.12** The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Ionex Communications, Inc.

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(605) 332-3232

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**SECTION 2.0 – UNDERTAKING OF THE COMPANY (continued)**

**2.7 Notification of Service-Affecting Activities**

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

**2.8 Provision of Equipment and Facilities**

- 2.8.1** All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 2.8.2** The Company may undertake to 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.
- 2.8.3** The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, Joint User, or Authorized User may not, nor may they permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.8.4** Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.
- 2.8.5** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, Joint User, or Authorized User when the service difficulty or trouble report results from the use of equipment or facilities the Customer, Joint User, or Authorized User provided.

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Ionex Communications, Inc.  
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(605) 332-3232

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**SECTION 2.0 – UNDERTAKING OF THE COMPANY (continued)**

**2.8 Provision of Equipment and Facilities (continued)**

**2.8.6** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:

- i.) The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- ii.) The reception of signals by Customer provided equipment. The Customer, Authorized User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective, equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.8.7** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Ionex Communications, Inc. services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

**2.8.8** Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the company.

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(605) 332-3232

**SECTION 2.0 – UNDERTAKING OF THE COMPANY (continued)**

**2.8 Provision of Equipment and Facilities (continued)**

- 2.8.9** Ionex Communications, Inc. may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

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**SECTION 2.0 – UNDERTAKING OF THE COMPANY (continued)**

**2.9 Non-routine Installation**

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

**2.10 Ownership of Facilities**

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

**2.11 Optional Rates and Information Provided to the Public**

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business.

**2.12 Continuity of Service**

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

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(605) 332-3232

**SECTION 2.0 – UNDERTAKING OF THE COMPANY (continued)**

**2.13 Governmental Authorizations**

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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Dallas, Texas 75240  
(605) 332-3232

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**SECTION 3.0 – OBLIGATIONS OF THE CUSTOMER**

**3.1 General**

The customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to the tariffs of the Company;
- (b) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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(605) 332-3232

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**SECTION 3.0 – OBLIGATIONS OF THE CUSTOMER (continued)**

**3.1 General (continued)**

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under Section 3.1(d); and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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Ionex Communications, Inc.  
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Dallas, Texas 75240  
(605) 332-3232



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**SECTION 3.0 – OBLIGATIONS OF THE CUSTOMER (continued)**

**3.2 Prohibited Uses**

- 3.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 3.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Public Service Commission of Missouri regulations, policies, orders, and decisions.
- 3.2.3** The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.
- 3.2.4** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 3.2.5** A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 3.2.6** Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.
- 3.2.7** A Customer, Joint User, or Authorized User shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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**SECTION 3.0 – OBLIGATIONS OF THE CUSTOMER (continued)**

**3.2 Prohibited Uses (continued)**

**3.2.8** A Customer shall not use any service mark, trade mark or trade name of Company or refer to Company in connection with any product, equipment, promotion or publication of the Customer without the approval of Company.

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Ionex Communications, Inc.  
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**SECTION 3.0 – OBLIGATIONS OF THE CUSTOMER (continued)**

**3.3 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees;
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or
- (c) any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

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**SECTION 4.0 – CUSTOMER AND EQUIPMENT AND CHANNELS****4.1 General**

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

**4.2 Station Equipment**

**4.2.1** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

**4.2.2** The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.

**4.2.3** The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

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Dallas, Texas 75240  
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**SECTION 4.0 – CUSTOMER AND EQUIPMENT AND CHANNELS (continued)**

**4.3 Interconnection of Facilities**

- 4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services (local exchange service) and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 4.3.2 Communications Services (local exchange service) may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 4.3.3 Facilities furnished under the tariffs of the Company may be connected to customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User provided wiring shall be installed and maintained in compliance with those regulations.

**4.4 Tests and Adjustments**

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

**4.5 Inspections**

- 4.5.1 Upon suitable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements under Section 2.8 for the installation, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.

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Ionex Communications, Inc.  
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Dallas, Texas 75240  
(605) 332-3232

**SECTION 4.0 – CUSTOMER AND EQUIPMENT AND CHANNELS (continued)**

**4.5 Inspections (continued)**

**4.5.2** If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the customer must take this corrective action and notify the Company of the action taken. If the customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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Dallas, Texas 75240  
(605) 332-3232

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**SECTION 5.0 – PAYMENT ARRANGEMENTS**

**5.1 Payment for Service**

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

**5.2 Billing and Collection of Charges**

**5.2.1** Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

**5.2.2** The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.

**5.2.3** Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.

**5.2.4** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

**5.2.5** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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Dallas, Texas 75240  
(605) 332-3232

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**SECTION 5.0 – PAYMENT ARRANGEMENTS (continued)**

**5.2 Billing and Collection of Charges (continued)**

**5.2.6** With respect to Customers, if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a monthly late factor of 1.5% or at the highest rate allowed by law, whichever is less.

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Dallas, Texas 75240  
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**SECTION 5.0 – PAYMENT ARRANGEMENTS (continued)**

**5.3 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the service or facility. 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 (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.

A customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due to Company and may be required to pay reconnect charges.

**5.4 Deposits**

**5.4.1** The Company may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held by the Company as a guarantee of the payment of charges.

**5.4.2** A deposit will be required under the following conditions:

- A. Applicant does not have verifiable credit with any Ionex Communications, Inc. affiliate anywhere within the region in the same or similar business; or
- B. Applicant has had previous service with any Ionex Communications, Inc. affiliate anywhere within the region but has an outstanding and unpaid bill for service; or has not established satisfactory credit. Satisfactory credit for a customer is defined as twelve consecutive months of service without a suspension of service for nonpayment or with no more than one notification of intent to suspend service for nonpayment.
- C. Applicant for nonresidential service will be given credit for previous nonresidential service only if the applicant is same business entity to which such service was previously provided.

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Sue Weiske, General Counsel  
Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 5.0 – PAYMENT ARRANGEMENTS (continued)**

**5.4 Deposits (continued)**

- 5.4.3** An initial deposit or an additional deposit will be required of an existing customer when high risk is indicated and existing security is insufficient. Such requirement will be imposed when a payment history includes a suspension of service for nonpayment during the previous twelve month period.
- 5.4.4** The Company shall provide for two equal installment payments of the deposit if the circumstances warrant.
- 5.4.5** Any deposit required of an existing Customer is due and payable within ten days after the requirement is imposed. This requirement shall be in writing and the payment date shall be on or after the due and payable date for the current bill. If said deposit or installment thereof, as appropriate, is not paid within the aforementioned time frame, the Company may suspend service of the Customer without further notice. The following are exceptions to this provision:
- A. In the event service is suspended for a Customer for nonpayment, an initial or additional deposit shall be required prior to the restoration of service if existing security is insufficient.
  - B. In the event prior indebtedness or prior unsatisfactory credit has been determined subsequent to the initial establishment of service due to misrepresentation of the facts by the Customer, a deposit shall be due and payable within five days upon verbal notification and written confirmation or within ten days when notification can only be provided in writing. The ten day period shall be measured from the mailed date of the written notice. If said deposit is not paid within the aforementioned time frame, the Company may suspend service to the Customer without further notice.
- 5.4.6** The amount of the deposit shall be the estimated charges for the service which will accrue for a 2-month period. All applicants and existing Customers shall be treated uniformly for the determination and application of deposits.

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 5.0 – PAYMENT ARRANGEMENTS (continued)**

**5.4 Deposits (continued)**

- 5.4.7** When it is determined that a deposit is required under the conditions specified above, the applicant or Customer may, in lieu of or in addition to making the deposit, arrange for an acceptable third party to guarantee payment of his charges by executing on his behalf a Guarantee of Payment Agreement with the Company. An acceptable third party guarantor for service is a current non residential customer with at least two years continuous service, whose payment history for the most recent twelve month period is satisfactory.
- 5.4.8** The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to advance payments, or the prompt payment of bills on presentation.
- 5.4.9** The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded, or service is terminated, or annually upon request of the Customer. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be calculated using the interest rate applicable to each time period.
- 5.4.10** The rate of interest shall be the nine percent (9%) per annum.
- 5.4.11** When the Customer is a candidate for political office or is a person or organization acting on behalf of a candidate for political office the deposit requirement will be adjusted monthly to reflect twice the current month's actual billing. Under these circumstances, a security, i.e., surety bond or bank letter of credit equal to the Company's deposit requirement will be the only acceptable substitutes for a cash deposit.
- 5.4.12** When service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or at the option of the Customer, refunded. Satisfactory credit for a Customer is defined as twelve consecutive months of service without suspension for nonpayment and with no more than one notification of intent to suspend service for nonpayment.

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(605) 332-3232

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**SECTION 5.0 – PAYMENT ARRANGEMENTS (continued)**

**5.5 Discontinuance of Service for Cause**

- 5.5.1** Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 5.5.2** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving ten (10) days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 5.5.3** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 5.5.4** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 5.5.5** Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 5.5.6** Upon the Company's discontinuance of service to the Customer under Section 5.5.1 and Section 5.5.2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during, the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%)).

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Ionex Communications, Inc.  
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Dallas, Texas 75240  
(605) 332-3232

**SECTION 5.0 – PAYMENT ARRANGEMENTS (continued)**

**5.6 Reserved for Future Use**

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Sue Weiske, General Counsel  
Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 5.0 – PAYMENT ARRANGEMENTS (continued)**

**5.7 Changes in Service Requested**

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

**5.8 Taxes and Fees**

The Customer is responsible for the payment of all sales, use, gross receipts, excise, access, bypass, franchise, or other local, state, and Federal taxes, fees, or charges, however designated, imposed on or based upon the provision, sales or use of the services delivered by the company, other than taxes imposed generally on corporations. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates.

Surcharges or billing line items other than taxes and jurisdictional franchise fees must be authorized in tariffs approved by the Commission.

**5.9 Bad Check Charge**

A service charge equal to \$25.00 will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**5.10 Reconnection Fee**

If service is disconnected or suspended by the Company and later reconnected or restored, Customer shall be subject to a reconnection fee of \$20.00 which must be paid prior to restoration of service.

**5.11 Disputed Bills**

The Customer may dispute a bill by written or oral notice to the Company. Unless such notice is received in a timely fashion, the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute, which has not been resolved to the Customer's satisfaction, shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission.

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

## **SECTION 6.0 – CANCELLATION OF SERVICE**

### **6.1 Cancellation of Application for Service**

- 6.1.1** Applications for service under this tariff may be cancelled upon notice to the Company by the Customer. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 6.1.2** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent (6%)).
- 6.1.3** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 6.1.4** The charges described above will be calculated and applied on a case-by-case basis.

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

**SECTION 6.0 – CANCELLATION OF SERVICE (continued)**

**6.2 Cancellation of Service by Customer**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 5, preceding: all costs, fees and expenses reasonably incurred in connection with:

- 1) All Nonrecurring charges as specified in the Company's tariffs, plus
- 2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- 3) All Recurring Charges specified in the applicable Company tariff for the balance of the then current term.

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Ionex Communications, Inc.  
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Dallas, Texas 75240  
(605) 332-3232



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**SECTION 7.0 – ALLOWANCE FOR INTERRUPTION IN SERVICE**

**7.1 General**

A credit allowance will be given when service is interrupted, except as specified in Section 7.2 following. A service is interrupted when it becomes inoperative to the customer, e.g., the customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

An interruption period begins when the customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

If the customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

The customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer.

**7.2 Limitations of Allowances**

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

- A. due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the customer or other common carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. due to circumstances or causes beyond the reasonable control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 7.0 – ALLOWANCE FOR INTERRUPTION IN SERVICE (continued)**

**7.2 Limitations of Allowances (continued)**

- E.** during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- F.** that occurs or continues due to the customer's failure to authorize replacement of any element of special construction; and
- G.** that was not reported to the Company within 30 days of the date that service was affected.
- H.** A service will not be deemed to be interrupted if a customer continues to voluntarily make use of the such service. If the service is interrupted, the customer can get a service credit, use another means of communications provided by the Company (under Section 7.3), or utilize another service provider;

**7.3 Use of Another Means of Communications**

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

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

**SECTION 7.0 – ALLOWANCE FOR INTERRUPTION IN SERVICE (continued)**

**7.4 Application of Credits for Interruptions in Service**

**7.4.1** If a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be a pro rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.

**7.4.2** For calculating credit allowances, every month is considered to have 30 days.

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 8.0 – USE OF CUSTOMER’S SERVICE BY OTHERS****8.1 Resale and Sharing**

Any service provided under the Company tariffs may be resold to or shared with other persons at the option of Customer, except as provided in 8.3, following. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Rates apply to all service that is resold or shared.

**8.2 Joint Use Arrangements**

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. Ionex Communications, Inc. will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of the charges billed to it.

**8.3 Transfers and Assignments**

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

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 9.0 – NOTICE AND COMMUNICATIONS**

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

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Ionex Communications, Inc.  
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Dallas, Texas 75240  
(605) 332-3232

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**SECTION 10.0 – SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS**

**10.1 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

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**SECTION 10.0 – SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (continued)**

**10.2 Basis for Charges**

Where the Company furnishes a facility on a special construction basis, for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

**10.3 Basis for Cost Computation**

The costs referred to in 10.2 preceding may include one or more of the following items to the extent they are applicable:

- (A) installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:
  - (1) equipment and materials provided or used,
  - (2) engineering, labor and supervision,
  - (3) transportation,
  - (4) rights of way, and
  - (5) any other item chargeable to the capital account;

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Dallas, Texas 75240  
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**SECTION 10.0 – SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (continued)**

**10.3 Basis for Cost Computation (continued)**

- (B) annual charges including the following:
- (1) cost of maintenance;
  - (2) depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
  - (3) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
  - (4) any other identifiable costs related to the facilities provided; and
  - (5) an amount for return and contingencies.

**10.4 Termination Liability**

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

- 1. The maximum termination liability is equal to the total cost of the special facility as determined under 10.3, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.
- 2. The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

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Ionex Communications, Inc.  
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**SECTION 10.0 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (continued)**

**10.5 Reserved for future use.**

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 11.0 – LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK**

**11.1 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

**11.1.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A. The customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the customer's request, which enables the customer or authorized user to place calls over the network and to have the charges for such calls billed to the customer's account.

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

- C. The customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss or theft.

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5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 12 - E-911**

**12.1 E-911**

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

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 13.0 - EXCHANGE SERVICES**

**13.1 General Exchange Services**

The Company concurs in the rules and regulations, including all footnotes thereto, of Southwestern Bell Telephone Company General Exchange tariff on file with and approved by the Public Service Commission of the State of Missouri, and in any amendments thereto as authorized by the Missouri Public Service Commission or applicable law. The Company reserves the right to cancel and make void the above concurrence statement, subject to requirements as may be ordered by the Missouri Public Service Commission, at any and such time as it appears that such cancellation is in the best interest of the Company and/or its customers.

**Applicability:**

This tariff applies to the Company's resale of telecommunications services within Southwestern Bell Telephone exchanges which are located with the Telephone Company's authorized territories with the State of Missouri.

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Ionex Communications, Inc.  
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Dallas, Texas 75240  
(605) 332-3232

**SECTION 13.0 - EXCHANGE SERVICES (continued)**

**13.2 List of Exchanges by Rate Group**

**Rate Group A:**

Adrian	Climax Springs	Lamar	Portageville
Advance	Deering	La Monte	Puxico
Agency	DeKalb		Quin
Altenburg-Frohna	Delta	Lancaster	Richmond
Antonia	Downing	Leadwood	Richwoods
Archie	East Prairie	Lilbourn	Risco
Argyle	Edina	Linn	Rushville
Armstrong	Elsberry	Lockwood	Ste. Genevieve
Ash Grove	Essex	Louisiana	St. Marys
Beaufort			San Antonio
Bell City		Macks Creek	Scott City
Benton	Farley	Malden	Senath
Billings	Fayette	Marble Hill	Slater
Bismarck	Fisk	Marceline	Smithville
Bloomfield	Frankford	Marionville	Stanberry
Bloomsdale	Freeburg	Marston	
	Gideon	Meta	Trenton
	Glasgow	Montgomery City	Tuscumbia
Bowling Green	Grain Valley	Morehouse	Versailles
Brookfield	Gray Summit		Vienna
Campbell	Greenwood	New Franklin	
Cardwell	Hayti	New Madrid	Walnut Grove
Carl Junction	Herculaneum-Pevely	Oak Ridge	Wardell
Carrolton	Higbee	Old Appleton	Ware
Caruthersville	Hillsboro	Oran	Wellsville
Center	Holcomb	Patton	Westphalia
Chaffee	Hornersville	Paynesville	
Charleston	Jasper	Pierce City	Wyatt
Clarksville		Pocohontas-New Wells	
Clever	Knob Noster	Portage Des Sioux	

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 Ionex Communications, Inc.  
 5710 LBJ Freeway, Suite 215  
 Dallas, Texas 75240  
 (605) 332-3232

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**SECTION 13.0 - EXCHANGE SERVICES (continued)**

**13.2 List of Exchanges by Rate Group (continued)**

Rate Group B:

Boone Terre	Joplin
Boonville	Kennett
Camdenton	Kirksville
Cape Girardeau	Lake Ozark-Osage Beach
Carthage	Manchester
Cedar Hill	Marshall
Chesterfield	Maxville
Chillicothe	Mexico
Desoto	Monett
Dexter	Moberly
Eldon	Neosho
Eureka	Nevada
Excelsior Springs	Pacific
Farmington	Perryville
Fenton	Pond
Festus-Crystal City	Poplar Bluff
Flat River	St. Charles
Fredericktown	St. Clair
Fulton	St. Joseph
Gravios Mills	Sedalia
Hannibal	Sikeston
Harvester	Union
High Ridge	Valley Park
Imperial	Washington
Jackson	Webb City

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Sue Weiske, General Counsel  
Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

**SECTION 13.0 - EXCHANGE SERVICES (continued)**

**13.2 List of Exchanges by Rate Group (continued)**

**Rate Group C:**

Springfield Metropolitan Exchanges  
 Metropolitan Calling Area 1  
 Principal Zone Base Rate Area  
 Fair Grove                      Rogersville  
 Nixa                                Strafford  
 Republic                         Willard

**Rate Group D:**

Kansas City Metropolitan Exchanges  
 Principle Zone 2  
 Metro Calling Area 1              Metro Calling Area 2  
 Gladstone                         Belton  
 Independence                    Blue Springs  
 Parkville                         East Independence  
 Raytown                          Lee's Summit  
 South Kansas City                Liberty  
     Nashua  
     Tiffany Springs

**St. Louis Metropolitan Exchanges**

Metro Calling Area 1              Metro Calling Area 2  
 Ferguson                         Bridgeton  
 Ladue                                Creve Coeur  
 Mehlville                         Florissant  
 Overland                         Kirkwood  
 Riverview                         Oakville  
 Sappington                        Spanish Lake  
 Webster Groves                    Tiffany Springs

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 Ionex Communications, Inc.  
 5710 LBJ Freeway, Suite 215  
 Dallas, Texas 75240  
 (605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES**

Basic Local Telecommunications Services consist of the services offered pursuant to this tariff, either individually or in combination. Each service is offered independently of the other and offered via the Company's facilities, conventional network elements purchased from other local exchange carriers, or via resale of facilities of other local exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted.

**Services Offered**

The following network services are available to all Customers.

- Standard Local Service
- PBX Trunk Service
- Direct Inward Dial (DID) Service
- Optional Calling Features
- ISDN Service - Basic Rate and Primary Rate
- Centrex/Plexar Service
- Directory Assistance and Listing Services (including Nonpublished and Non-list Services)
- Operator Services
- Presubscription Charges
- Miscellaneous Services

**Restrictions**

Local service is offered for originating and terminating local calls. Service may not be used for the originating or the terminating of non-local calls without paying applicable access charges and /or toll charges.

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232



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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.1 Standard Local Service**

The standard local service provides a Customer with a single analog voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Local Service lines are provided for the connection of Customer-provided wiring and FCC Part 68 approved devices.

An optional per line hunting feature is available for multi-line customers which routes a call to an idle station line in a prearranged group when the called station line is busy. Where facilities permit, more than one type of optional hunting arrangement may be provided.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Local calling service is available on a flat rated basis.

Standard Local Service provides a Customer with the ability to connect to the Company switching network which enables the Customer to:

- (a) place or receive calls to any calling station in the local calling area;
- (b) access 911 and/or Enhanced 911 Emergency Service;
- (c) access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- (d) access Operator Services;
- (e) access Directory Assistance for the local calling area;
- (f) place or receive calls to 800 telephone numbers;
- (g) access Telephone Relay Service;
- (h) a directory listing of the main telephone number.

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.2 PBX Trunk Service**

Basic PBX Trunk Service provides a Customer with a single voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic trunks are provided for connection of the Customer-provided private branch exchanges to the public switched telecommunications network. Each basic PBX trunk is provided with touch tone signaling and may be configured into a hunt group at no additional charge with other Company-provided basic PBX trunks. The signal is an analog signal at the voice grade level.

PBX Trunk Service provides a Customer with a single voice-grade telephonic communications channel which can be used to place or receive one call a time. Trunks are provided for connection of Customer provided PBXs or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Customers as inward, outward or two-way combination trunks where services and facilities permit.

**14.3 Direct Inward Dialing (DID) Service**

Direct inward dialing (DID) permits calls incoming to a PBX system or other Customer premises equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the Customer's responsibility.

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Sue Weiske, General Counsel  
Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.4 Optional Calling Features**

The features listed in this section are offered to Customers either under the Standard Local Service, Enhanced Local Service or as options. For the option service rates see Section 16.4.

**14.4.1 Feature Descriptions**

- A. **Call Block** allows the end-user to automatically block incoming calls from up to twelve end user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- B. **Call Forwarding Busy Line - Basic** permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- C. **Call Forwarding Don't Answer - Basic** permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- D. **Call Forwarding** permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation. The end-user must dial an activation code from his/her exchange line along with the forward-to number, and the forward-to-number must answer the call in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

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Dallas, Texas 75240  
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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.4 Optional Calling Features (continued)**

**14.4.1 Feature Descriptions (continued)**

- E. Call Forwarding - Remote Access** permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.
  
- F. Call Return** allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed.

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.4 Optional Calling Features (continued)**

**14.4.1 Feature Descriptions (continued)**

**G. Call Tracing**

Customers receiving annoying anonymous calls may request:

A telephone number change, which will be provided at no charge by the Company or the ability to utilize Call Trace on a per activation basis, as needed. Call Trace allows the customer to dial a code (\*57) to automatically request that the following information be recorded:

- The originating telephone number.
- The date and time of the call.
- The date and time Call Trace was activated.

When Call trace successfully identifies a calling number, a recording instructs the customer to call a toll free number, which will activate a Voice Response Script and assist the customer in establishing an open file. Should the Customer decide to prosecute the call originating party, the customer should contact the Ionex Communications, Inc. for further instructions. Activation of Call Trace never authorizes Ionex Communications, Inc. to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or is unable to resolve the case, it may necessary to place a manual trap on the Customer's telephone line.

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.4 Optional Calling Features (continued)**

**14.4.1 Feature Descriptions (continued)**

**H. Call Waiting - Basic** provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

**I. Call Waiting - Deluxe** allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;  
Answer the waiting call and disconnecting from the first party;  
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service); and,  
Call Name Delivery

Full use of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.4 Optional Calling Features (continued)**

**14.4.1 Feature Descriptions (continued)**

**J. Caller ID**

This feature enables the customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls

When the Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed on the called CPE during the first long silent interval of ringing cycle.

Per Line Blocking for the blocking of CPN will be available upon request, at no charge, only to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Ionex Communications, Inc.

1. Private, nonprofit, tax exempt, domestic violence intervention agencies and
2. Federal, State and local law enforcement agencies.

The CPN will not be transmitted from a line equipped with this capability. Per Line Blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call.

Line blocking Customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (#82 on their Touch-Tone pad or 1182 from a rotary phone) immediately prior to placing a call.

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Sue Weiske, General Counsel  
Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)****14.4 Optional Calling Features (continued)****14.4.1 Feature Descriptions (continued)****J. Caller ID (continued)**

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (#67 on their Touch-Tone pad or 1167 from a rotary phone) immediately prior to placing a call. The Access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer-Owned pay Telephone Services. If the Caller ID customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

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

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

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.4 Optional Calling Features (continued)**

**14.4.1 Feature Descriptions (continued)**

- K. Caller ID - Deluxe** permits the end-user to view a directory name and directory number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a directory name, depending on available call data.
  
- L. Reserved for future use.**

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.4 Optional Calling Features (continued)**

**14.4.1 Feature Descriptions (continued)**

- M. Multiple Directory Number Distinctive Ringing** - This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to three additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- N. Selective Call Forwarding** permits the end-user to automatically forward to another number calls received from up to twelve end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to number and can add or remove calling numbers from the feature's screening list.
- O. Auto Redial** permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:
- calls to 800 service numbers
  - calls to 900 service numbers
  - calls preceded by an interexchange carrier access code
  - International Direct Distance Dialed calls
  - calls to Directory Assistance calls to 911

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.4 Optional Calling Features (continued)**

**14.4.1 Feature Descriptions (continued)**

- P. Simultaneous Call Forwarding** allows you to call forward multiple calls simultaneously.
- Q. Speed Calling** permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. Code lists may include local and toll telephone numbers. The Customer has the ability to add telephone numbers to or remove them from the a speed calling list without the Company's help.
- R. Three-Way Calling** permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.5 ISDN SERVICES**

**14.5.1 General**

**A. Integrated Services Digital Network (ISDN)** is a digital architecture that provides an integrated voice and data capability to the Customer premises, using the public switched network. ISDN distributes voice, data, video, image and facsimile by using either a Basic Rate Interface (BRI) or a Primary Rate Interface (PRI). These serving arrangements conform to international standards adopted by the International Telecommunications Union.

**B. Definitions Peculiar to ISDN**

**Basic Rate Interface (BRI)** consists of one or two B (Bearer) channels and one D (Data) channel on one pair of wires. BRI is offered as Single Line ISDN Service.

**B Channel** is a facility that carries circuit-switched voice or data communications at speeds up to 64 kbps, from the Customer premise, over the loop facility, to the central office.

**B Channel Circuit Switched Data** provides the capability of making data calls over the public switched network. Information is transmitted the same way as digitized voice. Like a voice call, a circuit-switched data call ties up network resources for the duration of the call. Calling Line ID is provided.

**D Channel** carries signaling and packet data information, at speeds up to 16 k/bits on BRI, and signaling-only information up to 64 k/bits for Primary Rate Interface, from the Customer's premises to the central office. The D-channel has both data and signaling functions but it does not have voice capability.

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.5 ISDN SERVICES (continued)**

**14.5.1 General (continued)**

**B. Definitions Peculiar to ISDN (continued)**

**D-Channel Packet-Switched Data** capability to originate and receive X.25 data calls over the D-channel. Multiple data calls can be active simultaneously on a single D-channel.

**ISDN Loop Access Line** is the ISDN basic rate interface loop from the central office to the Customer's premises.

**Primary Rate Service** is a 1.544 megabits per second (Mbps) service providing 23 B channels and one D channel. It is also known as 23 B+D access. The B-channels carry user information such as voice calls, circuit-switched data, or video, while the D-channel handles signaling or control information.

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.5 ISDN SERVICES (continued)**

**14.5.2 Terms and Conditions**

**A. General**

1. The Customer is responsible for procuring Customer premises equipment (CPE) that is compatible with the ISDN digital switch serving the Customer.
2. Single Line ISDN Service includes a 2B-D package. Contained in the standard package are numerous voice and data features. The standard features and function support two terminals per BRI. Within the standard package there is limited flexibility for customization and various optional features can be added.
3. The Company shall terminate ISDN Services at the Company network interface.

**B. Availability**

1. Single Line ISDN Service is only available in a limited distribution area determined by the Company.

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.5 ISDN SERVICES (continued)**

**14.5.2 Terms and Conditions (continued)**

**B. Availability (continued)**

2. Single Line ISDN Service may be provided to Customers from a central office other than their normal serving office depending on available facilities.
3. Single Line ISDN Service is offered where ISDN compatible facilities and equipment are available. Service is generally considered available for loops 18 kilofeet or less in length. Loops greater than 18 kilofeet in total length must meet ISDN extension technology design requirements and will be considered available if ISDN compatible pair gain systems are in place or planned to serve the area based on the scheduled placement of compatible pair gain systems. If no pair gain system is in place or planned, loops greater than 18 kilofeet in length will also be considered available if single line loop extension equipment can be deployed and the loop is within the design limitation of this type of extension equipment. If the loop is greater than 18 kilofeet in length additional charges apply to extend the loop's ISDN capability.
4. Some services are not available or compatible with ISDN.

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Ionex Communications, Inc.  
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Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.5 ISDN SERVICES (continued)**

**14.5.2 Terms and Conditions (continued)**

**C. Local Calling Areas and Telephone Numbers**

1. If a Customer is provided service from a designated central office which is not the Customer's normal serving office, the local calling area for the Customer's Single Line ISDN Service will be that of the designated ISDN-equipped central office.
2. Calling areas are subject to change as additional central offices become capable of directly providing Single Line ISDN services to the Customer's own and nearby serving area. Changes to calling areas will affect Customer telephone numbers.

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Ionex Communications, Inc.  
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Dallas, Texas 75240  
(605) 332-3232



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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.5 ISDN SERVICES (continued)**

**14.5.3 Basic Rate Interface Offerings**

**A. Single Line ISDN Service**

Single Line ISDN Service is compatible with national ISDN and includes circuit-switched voice, circuit-switched data and packet function. Rates are offered for data applications and for home office or small business use. The minimum service period is one month.

**B. Standard Features**

Both voice and data features are offered. Because of CPE, some of the features offered may function differently, may not be available or may be required to be offered via an access code. The standard features and functions are as follows:

- 2B+D channels on U interface
- 56/64/112/128 Kbps Dialed Data
- Simultaneous Voice and Data Calling
- Touchtone Pass-Through
- Separate Signaling Channel

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Ionex Communications, Inc.  
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Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.5 ISDN SERVICES (continued)**

**14.5.3 Basic Rate Interface Offerings (continued)**

**C. Optional Features**

1. **CSV/CSD**  
Single Line ISDN may be equipped for Circuit Switched Voice/Circuit Switched Data (CSV/CSD) on one or both the B channels to enable the Customer to access the public switched telephone network. CSV/CSD monthly recurring charges apply on a per channel basis, in addition to usage charges.
2. **Packet Switching**  
The B Channels may be equipped for permanent or demand-based packet switching. In addition, the D channel may be equipped for packet switching. The Customer will be responsible for charges to their packet directory. Packet switching monthly recurring charges apply on a per channel basis.
3. **Calling Features**  
Certain calling features are available to Single Line ISDN Customers with one or more B channels equipped for CSV/CSD. Features listed in Section 6.4.2 of this tariff may be ordered in conjunction with ISDN service, where available and compatible with the characteristics of the service.
4. **Link Extensions**  
Single Line ISDN service may be offered to Customers not served by a compatible ISDN office through link extensions. Link extension facilities and equipment charges apply. In addition, the Customer is responsible for all charges which are imposed by another local exchange company providing any part of the service.

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.5 ISDN SERVICES (continued)**

**14.5.4 Primary Rate Interface**

**A. General**

The Primary Rate Interface (PRI) structure consists of 23 B channels and one D channel, for a total transmission rate of 1.544 Mbps, the equivalent of one DS1 line. Each 64 Kbps B channel carries user information such as voice calls, circuit switched data or video. The D channel is a 64 Kbps channel used for signaling information.

Circuit Switched Data PRI consists of 23 B plus one D channel, also equivalent to a DS1 line. The Customer may use CPE to bond 64 Kbps B channels for transmission of circuit switched data or video.

Each PRI consists of a DS1 line and a PRS Service Configuration described below. Loop Diversity and avoidance, and foreign exchange services are available under the Special Construction Provisions of this tariff.

DID may be provided with PRS. A DID trunk termination is required for each inward or two-way B channel in a PRI.

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.5 ISDN SERVICES (continued)**

**14.5.4 Primary Rate Interface (continued)**

**B. Service Configurations**

**23B + D** provides 23 B channels and one D channel. The B channels carry voice, circuit switched data or video. The D channel handles signaling. A single D channel can control a maximum of 479 B channels (requires Nonfacility Associated Signaling). The B channels may be provided on the same facility as the D channel or on other PRI T1 facilities.

**24B** provides 24 B channels.

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.5 ISDN SERVICES (continued)**

**14.5.4 Primary Rate Interface (continued)**

**C. Network Connections**

**Circuit Switched Data Connection** is a central office translation that provides 23 or 24 B channels on a PRI T1 facility. All B channels are arranged for two-way operation and access to the exchange network. Incoming calls are restricted to circuit switched data or video.

**ISDN Trunk Connection** is a central office translation that provides a B channel on a PRI. The connection allows access to the exchange network. One ISDN trunk connection is required for each B channel used in a PRS. Trunk connections may be configured on a call-by-call or dedicated basis. Call-by-call consists of B channels configured for inward and outward calls pre-determined by the Customer's traffic. Dedicated means that each B channel is dedicated for inward, outward or two-way traffic.

**D. Standard Features**

**Circuit Switched Data** allows the transmission of circuit switched data on a voice channel.

**Direct Inward/Outward Dialing** allows the station users to place or receive calls bypassing the attendant.

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Sue Weiske, General Counsel  
Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.5 ISDN SERVICES (continued)**

**14.5.4 Primary Rate Interface (continued)**

**E. Optional Features**

**DCA Interface** - Dynamic Channel Allocation allows a Customer to designate the quantity of call types to be allocated for direct inward or outward calling. This feature is also known as call-by-call service selection.

**CLID Interface** - Calling Line Identification allows the number an/or name (where technically capable) of the calling party to be delivered to the called party as part of the called party set-up message, i.e., before ringing begins.

**Loop Protection Interface** provides automatic restoration of the interface facility and physical route redundancy in the event of a single loop transmission failure.

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Ionex Communications, Inc.  
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Dallas, Texas 75240  
(605) 332-3232

**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.6 Centrex/Plexar Service**

Centrex/Plexar Service is a central office-based PBX service offered to business Customers. Centrex configurations are offered on an individual case basis, subject to the availability of equipment and facilities necessary to provision the service on a continuing and economically feasible basis.

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Sue Weiske, General Counsel  
Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.6.1 RESERVED FOR FUTURE USE**

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Sue Weiske, General Counsel  
Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232



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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.6.2 RESERVED FOR FUTURE USE**

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.7 Directory Assistance and Listing Services**

**14.7.1 Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform.

**14.7.2 Directory Listing Services**

For each Customer of Company-provided exchange service, the Company shall list the Customer's main billing telephone number in the directory published by the dominant local exchange carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the white pages of the telephone directory and in the Company's directory assistance records. Only information necessary to identify the Customer is included in these listings. The Company may use abbreviations in listings. The Company may reject a listing it judges to be objectionable. A name made up by adding a term such as company, shop, agency, works, etc. to the name of a commodity or service will not be accepted as a listing unless the Customer is legally doing business under that name.

A name may be repeated in the white pages only when only when a different address or telephone number is used.

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Ionex Communications, Inc.  
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Dallas, Texas 75240  
(605) 332-3232

**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.7 Directory Assistance and Listing Services (continued)**

**14.7.2 Directory Listing Services (continued)**

**14.7.2.A Reserved for future use.**

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.7 Directory Assistance and Listing Services (continued)**

**14.7.2 Directory Listing Services (continued)**

**14.7.2.B Reserved for future use.**

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)****14.8 Operator Services**

Provides for live or automated operator treatment when a Customer dials "0." Operator services can be used to help the Customer route or bill a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

**14.8.1 Operator Service Call Types**

- A. Customer Dialed Calling/Credit Card Call** charge applies in addition to local usage charges for station to station calls billed to an authorized calling card or commercial credit card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.
- B. Operator Dialed Calling/Credit Card Call** charge applies in addition to local usage charges for station to station calls billed to an authorized calling card or commercial credit card and the operator dials the destination telephone number at the request of the Customer.
- C. Operator Station** charges apply in addition to local usage charges for non-person-to-person calls placed using the assistance of a Company operator and billed to the originating line, collect, to a third party, by deposit of coins in pay telephones, or via some method other than a calling card or commercial credit card.
- D. Person-to-Person** rates apply in addition to local usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a calling card, commercial credit card, collect, by deposit of coins in pay telephones, or to a third party. Charges do not apply unless the specified party or an acceptable substitute is available.

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Ionex Communications, Inc.  
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Dallas, Texas 75240  
(605) 332-3232

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**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)****14.9 Presubscription Services**

Carrier presubscription is a procedure where a Customer designates the carrier which the Customer wants to use for intraLATA and interLATA toll calls, where available. Such calls are automatically directed to the designated carrier without the need to dial carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an intraLATA or interLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on per-call basis.

**14.9.1 Presubscription Options** - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance presubscription are offered where available. Availability may be limited based on the capabilities of the Customer's serving central office:

**Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

**Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

**Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

**Option D:** Customer may select a carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.

**Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

**Option F:** Customer may select no presubscribed carrier for intraLATA toll calls, which will require the Customer to dial a carrier access code to route all calls to the carrier of choice for each call.

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.9 Presubscription Services (continued)**

**14.9.2 Rules and Regulations**

Customers will retain their primary interexchange carrier until they request that their dialing arrangements be changed.

Customers may select either Options A, B, C, D or E for intraLATA presubscription. Option F allows the Customer to decline to choose an intraLATA carrier.

Customers may change their selected option or presubscribed toll carrier at any time subject to charges specified in Section 15.1.

**14.9.3 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order for local exchange service. The Company will process the Customer's order for service. All new Customer's initial requests for intraLATA toll service presubscription will be provided free of charge.

If a new Customer is unable to select at the time it places an order for local exchange service, the Company will direct the Customer to the local telephone directory to select a carrier. Until the Customer informs the Company of its choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, and will be required to dial a carrier access code to route all toll calls.

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Ionex Communications, Inc.  
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(605) 332-3232

**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**14.10 Miscellaneous Services**

**14.10.1 900/976 Restrict**

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

**14.10.2 Hunting Line Service**

This service is used to establish hunting arrangements between two or more of a customer's local exchange service access lines. Customers may choose from one of the following hunt group arrangements:

**Series Hunting** - The hunt for an idle access line starts with the called access line in a prearranged hunt group and ends with the last access line in the hunt group, completing the call to the first idle access line encountered. Unless the first access line in the hunt group is called, only a portion of the access line group is hunted.

**Circle Hunting** - Permits a complete hunt over all the access lines in a prearranged access line hunt group. If no idle access line is encountered the hunting will continue until it reaches the access line that was originally called.

**Preferential Hunting** - Individual access lines in an access line hunt group may have any associated preferential hunt list. This hunt list specifies a hunting sequence over a predetermined subset or preferential arrangement of up to 18 access lines before proceeding to hunt through the remaining access line hunt group.

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Sue Weiske, General Counsel  
Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232



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**SECTION 15.0 - SERVICE CHARGES AND SURCHARGES**

**15.1 Service Order, Change Charges and Conversion Charges**

All services offered in this tariff are subject to service order and change charges when the Customer requests new services or changes in existing services. Nonrecurring charges apply to the following: processing service orders for new service, changes to the Customer's primary interexchange carrier (PIC) code, conversion charges and expedited service requests.

	Nonrecurring Business	
	Business	Complex
Service Order new service, per primary line	\$52.25	TBD
PIC change, per primary line, trunk or port	\$5.00	\$ 5.00
PIC change, each additional line, trunk or port	\$1.47	\$ 1.47
Conversion Charges	\$5.00	\$125.00

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

**SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES (continued)**

**SECTION 15.0 - SERVICE CHARGES AND SURCHARGES**

**15.2 Maintenance Visit Charges**

Maintenance visit charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, making changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance visit charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the maintenance visit charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for maintenance of service vary by time per Customer request.

In addition to the maintenance of service charge, the customer shall be responsible for the payment of all time and materials charges incurred during the repair visit.

	<u>Rate</u>
<b>Maintenance of Service Charge</b>	\$30.00
<b>Time and Materials Charge</b>	
First 15 Minutes	\$35.80

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Ionex Communications, Inc.  
5710 LBJ Freeway, Suite 215  
Dallas, Texas 75240  
(605) 332-3232

**SECTION 16.0 - LOCAL SERVICES PRICE LIST**

**16.1 Standard Local Service**

In addition to the charges listed in Section 15 of this tariff the Customer is responsible for nonrecurring and monthly recurring charges.

Recurring charges for standard local service are billed monthly in advance. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company. The applicable local exchange is described in Section 13 of this tariff.

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Ionex Communications, Inc.  
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Dallas, Texas 75240  
(605) 332-3232

**SECTION 16.0 - LOCAL SERVICES PRICE LIST**

**16.1 Standard Local Service (continued)**

**Business Service**

<u>Group</u>	<u>Flat Rate - 1 Party</u>	<u>Non Recurring Charge</u>
A	\$13.50	52.25
B	18.50	52.25
C-Principal	20.55	52.25
C-Metropolitan Calling Area-1	22.40	52.25
D Principal	26.85	52.25
D -Metropolitan Calling Area -1	28.00	52.25
D-Metropolitan Calling Area - 2	29.55	52.25

Additional Extended Area Service (EAS) and Metropolitan Calling Area Service charges (MCA) may apply in addition to line rates as indicated in Section 16.1.A and 16.1.B.

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 Ionex Communications, Inc.  
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 Dallas, Texas 75240  
 (605) 332-3232