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March 24, 2000

VIA FEDERAL EXPRESS

Missouri Public Service Commission

ATTN: Jan - Records/Docket 301 W. High Street, Suite 530 Jefferson City, MO 65101

FILED² MAR 2 7 2000

TA2000-600

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

Dear Jan:

Pursuant to your conversation this afternoon with Carmen Wesson of this office, it is my understanding that the Commission would not accept for filing the Application of Ionex Communications, Inc. on this date because the effective date on the tariff was incorrect. It is our further understanding that if we provide an original and six copies of the tariff to you via overnight mail with the corrected dates, that you will take care of this matter and file the Application on Monday, March 27. We have enclosed the original and six copies of the tariff for Ionex Communications, Inc.

By copy of this letter, I have mailed the necessary copies of the tariff with the corrected dates to the Office of Public Counsel and Office of General Counsel.

If you have any questions or need any additional information, please give me a call.

Very truly yours,

Mark Johnson/ rgr Mark P. Johnson

MPJ/rgr Enclosures

cc:

Office of Public Counsel (w/encl.) (via U.S. Mail)

Office of General Counsel (w/encl.) (via U.S. Mail)

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CHICAGO KANSAS CITY

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WASHINGTON, D.C.

STATE OF KANSAS

OFFICE OF SECRETARY OF STATE RON THORNBURGH



To all to whom these presents shall come, Greetings:

I, RON THORNBURGH, Secretary of State of the state of Kansas, do hereby certify that I am the custodian of records of the State of Kansas relating to corporations and that I am the proper official to execute this certificate.

I FURTHER CERTIFY THAT

IONEX COMMUNICATIONS, INC.

is a regularly and properly organized corporation under the laws of the state of KANSAS, having been incorporated in Kansas on the 15th day of January, A.D. 1992 and has paid all fees and franchise taxes due this office and is in good standing according to the records now on file in the office of Secretary of State.

In testimony whereof:
I hereto set my hand and cause
to be affixed my official seal.
Done at the City of Topeka, this
23rd day of March, A.D. 2000



RON THORNBURGH SECRETARY OF STATE

Original Title Page

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 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.

Issued: March 28, 2000

Effective: May 11, 2000

Issued By:

WAIVER OF RULES AND REGULATIONS

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

Statutory Provisions	•
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 392.310	stock and debt issuance
Section 392.320	stock dividend payment
Section 392.330	issuance of securities, debts and notes
Section 392.340	reorganization(s)

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(1)(B)	-	exchange boundary maps
4 CSR 240-32.030(1)(C)	-	record keeping
4 CSR 240-32.030(2)	-	in-state record keeping
4 CSR 240-32.050(3)	-	local office record keeping
4 CSR 240-32.050(4)	-	telephone directories
4 CSR 240-32.050(5)	-	call intercept
4 CSR 240-32.050(6)	-	telephone number changes
4 CSR 240-32.070(4)	-	public coin telephone
4 CSR 240-33.030	_	minimum charge rule

4 CSR 240-33.040(5)

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financing fees

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CHECK SHEET

The pages listed below are effective as of the date shown. The original and revised pages contain all changes from the original tariff in effect on the date show on each page.

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2	Original	40	Original	77	Original
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4	Original	42	Original	79	Original
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7	Original	45	Original	82	Original
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9	Original	47	Original	84	Original
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21	Original	58	Original	95	Original
22	Original	59	Original	96	Original
23	Original	60	Original	97	Original
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26	Original	63	Original	100	Original
27	Original	64	Original	101	Original
28	Original	65	Original	102	Original
29	Original	66	Original	103	Original
30	Original	67	Original	104	Original
31	Original	68	Original	105	Original
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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.(a) 2.1.1.A.1.(a).I 2.1.1.A.1.(a).I.(i) 2.1.1.A.1.(a).I.(i)

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

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APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to provide resold and facilities based, intrastate interexchange and switched local exchange telecommunications services by Company to 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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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 an number appear as "unknown" on recipient's caller ID box.

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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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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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 residential End User's location to the LEC's network switching center thereby allowing End User to transmit and receive local calls within the End User's local calling 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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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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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 interexchange 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 upon 30 days written notice. 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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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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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, 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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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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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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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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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 form the company.

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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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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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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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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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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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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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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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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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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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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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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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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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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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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 five (5) 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 five (5) 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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SECTION 5.0 - PAYMENT ARRANGEMENTS (continued)

5.6 Reserved for Future Use

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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, charges or surcharges, 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.

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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SECTION 6.0 - CANCELLATION OF SERVICE

6.1 Cancellation of Application for Service

- 6.1.1 Applications for service are noncancellable unless the Company otherwise agrees. 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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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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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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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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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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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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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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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 service or 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 or service on a special construction basis, or any service 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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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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SECTION 10.0 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (continued)

10.5 Term

The minimum term for any Ionex Communications, Inc. service shall not be less than one (1) year, unless otherwise agreed to by the Company. The Customer and Company may agree to longer minimum terms for particular services.

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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 an 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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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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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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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		Qulin
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	Eureka		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	
Bonne Terre	Gideon	Meta	Trenton
Boonville	Glasgow	Montgomery City	Tuscumbia
Bowling Green	Grain Valley	Morehouse	Versailles
Brookfield	Gray Summit		Vienna
Campbel!	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	Holocomb	Patton	Westphalia
Chaffee	Hornersville	Paynesville	Willard
Charleston	Jasper	Pierce City	Wyatt
Clarksville		Pocohontas-New Wells	
Claver	Knob Noster	Portage Des Sioux	

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SECTION 13.0 - EXCHANGE SERVICES (continued)

13.2 List of Exchanges by Rate Group (continued)

Rate Group B:

Camdenton

Lake Ozark-Osage Beach

Cape Giradeau Carthage Cedar Hill Chesterfield Chillicothe Desoto Dexter Eldon

Marshall Maxville Mexico Monett Moberly Neosho Nevada Pacific Perryville Pond

Manchester

Excelsior Springs
Farmington
Fenton
Festus-Crystal City
Flat River
Fredericktown
Fulton
Gravios Mills

Poplar Bluff St. Charles St. Clair St. Joseph Sedalia Sikeston Union Valley Park

Washington

Webb City

Imperial Jackson Joplin Kennett

Hannibal

Harverster

High Ridge

Kirksville

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SECTION 13.0 - EXCHANGE SERVICES (continued)

13.2 List of Exchanges by Rate Group (continued)

Rate Group C:

Springfield Metropolitan Exchanges

Principal Zone Base Rate Area

Fair Grove

Rogersville

Nixa

Strafford

Republic

Willard

Rate Group D:

Kansas City Metropolitan Exchanges

Metro Calling Area 1

Metro Calling Area 2

Gladstone

Belton

Independence

Blue Springs East Independence

Parkville 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 Mehlville Creve Coeur Florissant

Overland

Kirkwood

Riverview

Oakville

Sappington

Spanish Lake

Webster Groves

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SECTION 14.0 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

14.1 General

14.1.1 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
Listing Services (including Nonpublished and Non-list Services)
Directory Assistance
Operator Services

14.1.2 Application of Rates

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated nonrecurring and monthly recurring charges. A 10% discount applies to monthly recurring charges listed in this tariff.

14.1.3 Restrictions

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

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14.2 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 multiparty lines are provided. Local calling service is available on a flat rate 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) directory listing of the main telephone number.

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14.3 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.

14.4 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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14.5 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 price lists see Section 15.4.

14.5.1 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.
- O. 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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14.5 Optional Calling Features (continued)

14.5.1 Feature Descriptions (continued)

- 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.
- G. Call Tracing allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number. The call can then be identified to appropriate authorities. The service is rated on a per call traced basis.

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14.5 Optional Calling Features (continued)

14.5.1 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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14.5 Optional Calling Features (continued)

14.5.1 Feature Descriptions (continued)

- J. Caller ID Basic permits the end-user to view a 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 Customer's responsibility to provide the necessary CPE.
- 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. Calling Number Delivery Blocking prevents the delivery, display and announcement of the end-user's directory number and directory name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call.

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14.5 Optional Calling Features (continued)

14.5.1 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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14.5 Optional Calling Features (continued)

14.5.1 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. The feature is available as an eight code list for residents. 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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14.6 ISDN SERVICES

14.6.1 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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14.6 ISDN SERVICES (continued)

14.6.1 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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14.6 ISDN SERVICES (continued)

14.6.2 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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14.6 ISDN SERVICES (continued)

14.6.2 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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14.6 ISDN SERVICES (continued)

14.6.2 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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14.6 ISDN SERVICES (continued)

14.6.3 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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14.6 ISDN SERVICES (continued)

14.6.3 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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14.6 ISDN SERVICES (continued)

14.6.4 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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14.6 ISDN SERVICES (continued)

14.6.4 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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14.6 ISDN SERVICES (continued)

14.6.4 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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14.6 ISDN SERVICES (continued)

14.6.4 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.

Nonfacility Associated Signaling (NFAS) provides the ability to control multiple PRI spans from a single D channel and adds the capability for a protection D channel.

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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14.7 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.

14.7.1 Nonpublished Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

14.7.2 Nonlisted Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

14.8 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are given a maximum of 2 listings per each call to Directory Assistance.

14.9 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.

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14.10 Reserved for Future Use

14.11 Miscellaneous Services

5.11.1 Pay Per Call Blocking/Unblocking

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.

5.11.2 Presubscription Services

This service provides for the presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carriers selected by the Customer.

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14.12 Centrex/Plexar Service

Centrex Service is a central office-based PBX service offered to business Customers. Standard pricing is offered to Customers with 2 to 20 station lines. All other 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. The minimum term commitment for Centrex Service is one month; term discounts are offered for longer commitments.

14.12.1 Feature Descriptions

Standard Centrex/Plexar includes the following features:

Attendant Capabilities - provides an attendant position for answering and directing calls throughout the Customer's system.

Direct Inward Dialing - each station is associated with an assigned telephone number so that inward calls do not need to route through an attendant.

Flexible Night Service - allows the Centrex Customer to specify stations which will ring directly in response to outside calls when the system is set in Night Mode.

Free calling within the system.

SMDR - Station Message Detail Recording - provides a print out of call details associated with station lines and trunks in each system.

Station Restrictions - the system administrator is provided with the ability to determine the scope of calling privileges applicable to individual stations within the system.

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14.12 Centrex/Plexar Service

14.12.1 Feature Descriptions

Enhanced Centrex/Plexar offers the following additional features:

Automatic Route Selection - allows the Customer to designate call routing based on the dialing sequence and time of day of each call.

Authorization Codes - allows the Customer to require station users to input touchtone digits prior to call processing to determine calling privileges associated with the user.

Dial Call Waiting - allows a station user to send a signal to another busy station on the system to notify the called station user that another call is waiting.

Priority Ringing - provides distinctive ringing cadences to alert the station user as to the type of incoming call that is being directed to the station.

Time of Day Do Not Disturb - allows a station user to automatically set his or her station line in the busy mode based on programmed time of day parameters.

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14.12 Centrex/Plexar Service

14.12.1 Feature Descriptions

Station Features available to all stations:

Auto Recall (Intra-group) - enables the station user to automatically redial the last outing line dialed. When the recalled number is buy, the system will make repeated attempts to establish a connection for a specified period of time and will notify the call originator when a connection is established.

Call Forwarding Busy - automatically forwards incoming calls to a preselected telephone number when the station line is busy.

Individually assigned telephone numbers.

Call Forwarding Don't Answer - automatically forwards incoming calls to a preselected telephone number when the station line does not answer.

Call Forwarding Variable - forwards incoming calls to a telephone number automatically after a station user has invoked the feature.

Call Park - allows a station user to hold or "park" a call by dialing a code that can be retrieved from any station by dialing another code.

Call Pickup - allows a station user to answer any call within an associated preset pickup group.

Call Transfer - allows a station user to transfer any established call to another station or outside line.

Hot Line Stations - provides automatic ringing between pairs of predesignated stations or between stations and the attendant.

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14.12 Centrex/Plexar Service

14.12.1 Feature Descriptions

Station Features available to all stations:

Hunting - provides hunting to an idle station within a prearranged group, completing the call to the first idle station encountered.

Remote Activation of Call Forwarding - allows the station user to activate or deactivate call forwarding associated with a station line from outside of the system.

Single Digit Dialing - allows the station user to preprogram outbound dialing sequences for placing calls that can be activated by dialing a single digit

Speed Calling (Customer Changeable) - allows the station user to program abbreviated dialing for a list of telephone numbers.

Three-Way Calling - allows a station user to add a third party to any established call for a three-party conference, without the assistance of the attendant.

Touchtone Dialing - all station are equipped for touchtone dialing.

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14.12 Centrex/Plexar Service

14.12.1 Feature Descriptions

Optional Bundle features include:

Automatic Call Back - Outside - enables the station user to automatically redial the telephone number of the most recent incoming call or attempted incoming call. The system will make repeated attempts to place the call for a specified period of time if the most recent telephone number is busy.

Automatic Recall - Outside - allows the station user to automatically redial the last outgoing telephone number dialed. When the recalled telephone number is busy, the system will make repeated attempts for a specified period of time to establish the call.

Caller ID - Outside - utilizes network capabilities to transmit the telephone number associated with an incoming call to the called party's station. The station must be equipped with compatible Caller ID equipment to display the number.

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14.12 Centrex/Plexar Service

14.12.1 Feature Descriptions

Premium Bundle features include:

Selective Call Acceptance - Outside - allows the station user to accept calls only from preselected telephone numbers.

Selective Call Rejection - Outside - allows the station user to accept all calls from outside the system, rejecting only those calls which come from preselected telephone number.

Selective Distinctive Ringing - Outside - provides ringing at distinctive cadences for calls from preselected telephone numbers.

14.12.2 Application of Rates and Charges

The rates and charges as specified in Section 15.7 of this tariff apply to systems of 10 lines or less. Systems of more than 10 lines are available, as facilities permit, on an individual case basis. In addition, all other applicable charges and surcharges apply.

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SECTION 15.0 - LOCAL SERVICES PRICE LIST

15.1 Standard Local Service

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.

15.5.1 Business Service

	Flat Rate -	Information	Shared Tenant	Non Recurring
Group	1 Party	<u>Terminal</u>	<u>Service</u>	<u>Charge</u>
A	\$16.85	\$21.95	\$21.95	52.25
В	23.10	30.05	30.05	52.25
C-Principal	25.70	33.15	33.15	52.25
C-Metropolitan	28.00	36.45	36.45	52.25
Calling Area-1				
D Principal	33.55	43.60	43.60	52.25
D -Metropolitan	35.00	45.50	45.50	52.25
Calling Area -1				
D-Metropolitan	36.95	48.00	48.00	52.25
Calling Area - 2				

15.5.2 Residential Service

	Flat Rate -	Nonrecurring
Group	1 Party	<u>Charge</u>
A	7.55	36.50
В	9.10	36.50
C-Principal	10.10	36.50
C-Metropolitan	11.40	36.50
Calling Area-1		
D Principal	11.35	36.50
D -Metropolitan	11.85	36.50
Calling Area -1		
D-Metropolitan	12.50	36.50
Calling Area - 2		

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15.2 PBX Trunk Service

An optional per trunk hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Section 15.5).

PBX trunks may also be equipped with DID capability and DID number blocks for additional charges (see Section 15.3).

Digital Trunks	Nonrecurring Charge	Monthly Rate
Per Trunk	See Analog Trunks Below	
Per DS-1 Arrangment	\$700.00	\$265.00
Analog Trunks	Nonrecurring Charge	Monthly Rate
A	52.50	21.95
В	52.50	30.05
C-Principal	52.50	33.15
C-Metropolitan -Calling Area 1	52.50	36.45
D - Principal	52.50	43.60
D- Metropolitan Calling Area 1	52.50	45.50
D -Metropolitan Calling Area 2	52.50	48.00
_		
Multi-Line Hunting Per Trunk	Nonrecurring Charge	Monthly Rate
A	52.50	21.95
В	52.50	30.05
C-Principal	52.50	33.15
C-Metropolitan -Calling Area 1	52.50	36.45
D - Principal	52.50	43.60
D- Metropolitan Calling Area 1	52.50	45.50
D -Metropolitan Calling Area 2	52.50	48.00

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15.3 Direct Inward Dialing (DID) Service

DID permits calls incoming to a PBX system or other CPE 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.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and nonrecurring charges for PBX Trunks as shown in Section 15.2. The Customer will be charged for the number of DID Number Blocks regardless of the number of DID numbers used from the available block of numbers.

DID Number Blocks	Monthly Rate	Installation	Service and
		Charge	Equipment Charge
First 100 Direct Inward Dialing	23.50	165.00	5.50
numbers assigned		<u> </u>	
Each Additional 100 Direct Inward	23.50	165.00	5.50
Dialing numbers assigned over the			
initial block of 100 numbers			
First 10 Direct Inward Dialing	5.00(NR)	165.00(NR)	5.50(NR)
Numbers			
Each additional 10 Direct Inward	5.00(NR)	10.00	5.50
Dialing numbers assigned over the		Ì	
initial block of 10 numbers			
Removal of number from Direct		10.00(NR)	5.50(NR)
Inward Dialing Number Block, per			
DID			
DID Trunk Termination			
-With Dial Pulse (DP) signaling per	47.10	15.75	5.50
trunk (NDT)			
-With Multi-frequency(MF)	47.10	15.75	5.50
Signaling per trunk (NTP)	L		
-With Dual Tone Multi-frequency	47.10	138.00	5.50
(DTMF) Signaling per trunk			
(NMD)	<u> </u>		

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15.4 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multi-line Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

15.4.1 Residence Service

	Monthly Rate	S&E Charge	
Calling Number Delivery	6.50	7.75	
Calling Name Delivery	6.50	7.75	
Call Return	3.50	7.75	
Cal Waiting	8.00	7.75	
Call Blocker	3.00	7.75	
Remote Access to Call Forwarding	1.00	7.75	
Three Way Calling	3.00	7.75	
Speed Calling (8)	3.00	7.75	
Call Forwarding	3.00	7.75	
Call Forwarding-Busy Line	.75	7.75	
Call Forwarding-Don't Answer	.75	7.75	
Personalized Ring			
1 st Dependant	4.00		
2 nd Dependant	2.00		
Simultaneous Call Forwarding	4.35	7.75	

	Per Activation	Maximum Monthly Charge	
Call Trace	6.00		
Auto Redial	.54	4.32	
Call Return	.54	4.32	
Three-Way Calling	.75	6.00	

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15.4 Optional Calling Features (continued)

15.4.2 Business Service

	Monthly Rate	Monthly Rate	S&E Charge
	<u>First</u>	<u>Additional</u>	
Calling Number Delivery	8.50	8.50	14.50
Calling Name Delivery	8.50	8.50	14.50
Call Return	4.00	2.50	14.50
Cal Waiting	8.00	8.00	14.50
Call Blocker	4.00	2.50	14.50
Remote Access to Call Forwarding	2.75	2.75	14.50
Three Way Calling	4.00	2.50	14.50
Speed Calling (30)	4.00	2.50	14.50
Call Forward	6.00	6.00	14.50
Call Forwarding-Busy Line	3.00		14.50
Call Forwarding-Don't Answer	3.00		14.50
Personalized Ring			
1st Dependant	6.00		
2 nd Dependant	2.00		
Simultaneous Call Forwarding	4.35		14.50

	Per Successful Activation	
Call Trace	6.00	

	Per Activation	Maximum Monthly Charge
Auto Redial	.54	4.32
Call Return	.54	4.32
Three-Way Calling	.75	6.00

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15.5 ISDN SERVICE

Basic Rate Interface

Single Line ISDN Service Basic Rate Access is offers flat rated or measured local calling. The Customer may have only one type of Basic Rate Access on an account. The Company will provide flat and measured Basic Rate Access at the same address, for the same Customer; however, the flat and measured services must reside on separate accounts.

Usage charges apply to all outgoing calls when using the measured without usage allowance option.

Following are the monthly rates and nonrecurring charges for Single Line ISDN Service. These rates and charges apply in addition to applicable rates and charges for other services provided by the Company.

Single Line ISDN Service Basic Rate access with a usage allowance includes up to either 600 minutes or 7200 minutes per month of aggregate usage for circuit-switched voice and circuit-switched data. Usage is aggregated at the account level rather than the summary bill level. Additional usage in excess of the usage allowance in a monthly billing period, will incur usage charges.

When BRI is arranged for circuit-switched voice service, Optional Calling Features offered in Section 15.4.2 of this tariff are available, where such features are compatible with the ISDN service.

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15.5 ISDN SERVICE (continued)

15.5.1 Basic Rate Interface Rates

A. Nonrecurring Charges

Flat Rate Access, non-term plan

\$250.00

B. Monthly Recurring Charges

Rate Element	Monthly
i 	Recurring
	Charges
Flat Rate ISDN Loop	\$45.50
Access Line	
2B + D Channel on U	
interface	

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15.5 ISDN SERVICE (continued)

15.5.1 Basic Rate Interface Rates

C. Optional Features

	Nonrecurring	Monthly
	<u>Charge</u>	Charge
Link Extension, No term Plan	\$14.50	\$36.00
Link Extension Facility		\$08.80
B Channel Packet Switching, Permanent		\$45.00
On Demand B. Channel Packet Switching		\$25.00
D Channel Packet Switching		\$05.00

D. Custom Configurations

The Customer request customized configurations of service components and/or equipment, and the Company may choose to offer the customized configuration on an individual case basis. Tariffed monthly recurring rate elements will apply at the rates specified in this tariff; nonrecurring charges may be bundled with non-tariffed inside wiring and equipment for a lump sum price.

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