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FILED<sup>3</sup>

OCT 14 2008

October 10, 2008

Missouri Public  
Service Commission

Colleen Dale  
Secretary Missouri Public Commission  
200 Madison Street  
Jefferson City, MO 65101

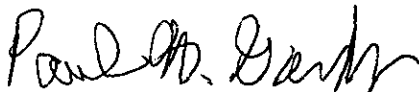
RE: In the matter of the Application of Network Innovations, Inc., for a  
certificate service authority to provide interexchange telecommunications  
services and to classify such services and the company as competitive;  
Case #XA-2009-0114

Dear Ms. Dale:

Enclosed for filing please find the proposed tariff of Network Innovations, Inc. in  
the above referenced case. This tariff is identical to the proposed tariff submitted in  
conjunction with the Network Solution Application for certificate of service authority  
except that it includes issuance and effective dates as requested by MO PSC staff.

Please contact if you have any questions or need further information relating to  
this tariff.

Sincerely,



Paul H. Gardner

PHG/cm  
Enclosures

TITLE PAGE  
INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF  
OF  
NETWORK INNOVATIONS, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of competitive access service for telecommunications services provided by Network Innovations, Inc. within the State of Missouri tariff is on file with the Missouri Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 1101 West Lake Street, Chicago, IL 60607.

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By: Network Innovations, Inc.  
Rick Stern, CEO  
1101 West Lake Street  
Chicago, IL 60607

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**CHECK SHEET**

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
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21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original

\* = New/Revised this Issue

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify an increase
- (M) To signify matter relocated without change
- (N) To signify new rate or regulation
- (R) To signify a reduction
- (T) To signify change in text but not change in rate or regulation
- (Z) To signify a correction

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. **Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. **Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, 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. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS****1.1 Definitions**

**Busy Hour** – The two consecutive half hours during which the greatest volume of traffic is handled in the central office.

**Call** – A completed connection between the Calling and Called parties.

**Calling Station** – The telephone number from which a Call originates.

**Called Station** – The telephone number called.

**Carrier Customer** – A carrier that orders exchange access or retail services from the Company.

**Commission** – The Missouri Public Service Commission.

**Company or Carrier** – Network Innovations, Inc. unless specifically stated otherwise.

**Customer** – A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

**Digital Signal, Level 1 ("DS1")** – Capable of transmitting data at 1.544 Mbps.

**Digital Signal, Level 3 ("DS3")** – Capable of transmitting data at 44.736 Mbps.

**Day** – The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

**Disconnect** – To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

**Evening** – The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS** (Cont'd)**1.1 Definitions** (Cont'd)

**Individual Case Basis ("ICB")** – A determination that the Customer's service requirements can only be satisfied by a complex Customer-Carrier arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company's cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff on a confidential basis upon staff's written request to the Company.

**Incomplete** – Any Call where voice transmission between the Calling and Called station is not established.

**Holiday** – For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Message** – A completed telephone call by a Customer or User.

**Normal Business Hours** – The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

**Optical Carrier, Level 3 ("OC3")** – A SONET channel capable of transmitting data at 155.52 Mbps.

**Optical Carrier, Level 12 ("OC12")** – A SONET channel capable of transmitting data at 622.08 Mbps.

**Optical Carrier, Level 48 ("OC48")** – A SONET channel capable of transmitting data at 2.488 Gbps.

**Premises** – The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

**Rate** – Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

**Terminal Equipment** – Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

**1.1 Definitions (Cont'd)**

**User** – Customer or any authorized person or entity that utilizes the Company's services.

**Weekend** – The hours of 8:00 a.m. to 11:00 p.m. on Saturday, and 8:00 a.m. to 5:00 p.m. on Sunday, as measured by local time at the location from which the call is originated.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)****1.2 Abbreviations**

**CLEC** – Competitive Local Exchange Carrier

**CO** – Central Office

**CPE** – Customer Premises Equipment

**DS1** – Digital Service, Level 1

**DS3** – Digital Service, Level 3

**Gbps** – Gigabits per second; one thousand million bits per second transmission speed.

**ICB** – Individual Case Basis

**ILEC** – Incumbent Local Exchange Carrier

**Mbps** – One million bits per second data transmission speed

**NPA** – Numbering Plan Area (Area Code)

**OC3** – Optical Carrier, Level 3

**OC12** – Optical Carrier, Level 12

**OC48** – Optical Carrier, Level 48

**PBX** – Private Branch Exchange

**PIC** – Primary or Preferred Interexchange Carrier

**POP** – Point of Presence

**V&H** – Vertical and Horizontal Coordinates

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

- 2.1.1 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.2 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 866-892-0915. Customers wishing to communicate with the Company in writing may send correspondence to: 1101 W. Lake Street, Chicago, IL 60607

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**2.1.4 SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.2 Limitations of Service**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to send data transmissions or make telephone calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.3 Limitations of Liability**

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
  - 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
  - 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
  - 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
  - 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.3 Limitations of Liability (Cont'd)**

- 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
- 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
- 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.3.4.K Any non-completed Calls due to network busy conditions; and
- 2.3.4.L Any Calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5 The User shall reimburse the Company for all costs, expenses and attorney's fees incurred by the Company in its defense against claims set forth in Section 2.3.4.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.3 Limitations of Liability (Cont'd)**

- 2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- 2.3.7 Any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.

The Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any service interruption or loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in its defense against such actions.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.5 Allowances for Interruptions in Service****2.5.1 General**

- 2.5.1.A A service is interrupted when it becomes unusable to the User, e.g., the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.5.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.5.1.C If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

**2.5.2 Application of Credits for Interrupted Services**

- 2.5.2.A At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.
- 2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

**2.5.3 Limitations on Allowances**

- 2.5.3.A No credit allowance will be made for any interruption of service:
  - 2.5.3.A.1 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 entities or carriers connected to the service of the Company;
  - 2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.5 Allowances for Interruptions in Service (Cont'd)****2.5.3. Limitations on Allowances (Cont'd)****2.5.3.A. (Cont'd)**

- 2.5.3.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.3.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.6 Termination of Service**

2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice. If the Customer has a term contract, early termination charges may apply. The Company may terminate service with ten (10) business days' written notice to the Customer for any of the following occurrences:

- 2.6.1.A Failure of the Customer to pay a non-disputed delinquent account;
- 2.6.1.B Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
- 2.6.1.C Failure of the Customer to permit the Company to have reasonable access to its equipment, facilities, service connections or other property;
- 2.6.1.D Failure of the Customer to provide the Company with adequate assurances that an unauthorized use or practice will cease;
- 2.6.1.E Customer non-compliance with Commission regulations;
- 2.6.1.F Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service
- 2.6.1.G Failure of the Customer to adhere to contractual obligations with the Company.

2.6.2 The Company may terminate service *without written notice* to the Customer for any of the following occurrences:

- 2.6.2.A Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;
- 2.6.2.B Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;
- 2.6.2.C Customer tampering with the Company's equipment or service;
- 2.6.2.D Customer's unauthorized or illegal use of the Company's service or equipment.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.6 Termination of Service (Cont'd)**

- 2.6.3 The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in collecting such charges.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.7 Payment of Charges**

- 2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.7.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month. This late fee of 1.5% may not include previously-accrued late payment charges.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length. A Customer's bill will be due and payable twenty (20) days from the date of the postmark on the bill.

**2.8 Deposits**

- 2.8.1 The Company may require a Customer to make a deposit to be held as a guarantee for payment of charges. The Company's credit and deposit policies will be equitable and non-discriminatory throughout its service area without regard to the economic character of the area or any part thereof. The Company will inform the Customer, in writing, of the reasons for the deposit request and the process by which service can be received without posting a deposit. The deposit shall not exceed an amount equal to two-twelfths of the estimated charge for this service for the ensuing twelve months.
- 2.8.2 Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills, including any penalties assessed for service furnished by the Company.
- 2.8.3 Interest on deposits will accrue at the rate of 6% per annum or the rate of the average of 1-year US Treasury bill for the months of September, October and November of the previous year.
- 2.8.4 The Company shall annually and automatically refund the deposits of customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment, or had more than one occasion on which a bill was not paid within the prescribed period and are not delinquent in payment.
- 2.8.5 If a Customer's service or facility is discontinued, deposits will be returned in accordance with Commission regulations.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.9 Advance Payments**

The Company may require advance payments from Customers for the following services:

- (1) The construction of facilities and furnishing of special equipment; or
- (2) Temporary Service for short-term use.

**2.10 Contested Charges**

All bills are presumed accurate, and shall be binding on the Customer unless objection is received either orally or in writing before actual suspension or termination of service. Suspension or Termination is prohibited until resolution of the dispute. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.10.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer, within ten days of the notification or mailing of the Company's written summary of the findings or resolution of the dispute, an informal complaint may be filed with the Missouri Public Service Commission, Governor Office Building, 200 Madison Street, Jefferson City, MO 65102, telephone (573) 751-3234 in accordance with the Commission rules of procedure. The Missouri Public Service Commission shall have primary jurisdiction over customer complaints.

**2.11 Taxes**

State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for local exchange telecommunications service.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 Timing of Calls**

- 3.1.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time a connection is established and ends when either party terminates the connection.
- 3.1.2 No charges apply if a connection is not established.
- 3.1.3 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum call duration is one (1) minute for a connected call.
- 3.1.4 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.5 Usage begins when a connection is established (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party terminates the connection. Any Call for which the duration exceeds sixty (60) seconds shall be presumed to have been answered and becomes billed usage.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)****3.2 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

**3.3 Calculation of Distance**

3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

3.3.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

3.3.2.A The airline distance between any two (2) rate centers is determined as follows:

3.3.2.B Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.

3.3.2.B.1 Compute the difference between the "V" coordinates of the two (2) rate centers; and the difference between the two (2) "H" coordinates ( $X1 - X2 = V$ ;  $Y1 - Y2 = H$ ).

3.3.2.B.2 Square each difference obtained in Section 3.3.2.B.1 above ( $V^2$ ;  $H^2$ ).

3.3.2.B.3 Add the square of the "V" difference and the square of the "H" difference obtained in Section 3.3.2.B.2 above ( $V^2 + H^2 = S$ ).

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**SECTION 3 - DESCRIPTION OF SERVICE** (Cont'd)**3.3 Calculation of Distance** (Cont'd)

## 3.3.2 (Cont'd)

## 3.3.2.B. (Cont'd)

3.3.2.B.4 Divide the sum of the squares by 10 ( $S/10 = M$ ).

3.3.2.B.5 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

**3.4 Minimum Call Completion Rate**

The Customer can expect a Call completion rate of at least ninety percent (90%) of all Calls attempted, within three (3) seconds of the attempt, during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems on the basis that at least ninety percent (90%) of the Customers accessing their system will be served during the Busy Hour.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)****3.5 Service Offerings**

The Company offers data telecommunications and leased line services. The Customer's total use of the Company's service is charged at the applicable rates set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

For leased line telecommunications services, the Company offers rates on a "month to month" basis, and on a term agreement contract basis. Rates are based on a number of factors, including Customer commitment to a volume of service for a fixed term of months.

The following services are available from the Company, where technically and economically feasible:

**3.5.1 Leased Line Service**

A leased line is a private, dedicated point-to-point connection between a Company POP and another point on the Company's fiber-optic network specified by the Customer. Leased Line service is provided to Customers on a nationwide basis with transmission speeds of either DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2,488.32 Mbps). A local access line may be necessary to connect the Customer network or premise with the Company POP. This local access line may be provided to the Customer by the Customer's local exchange carrier.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)****3.6 Miscellaneous Services****3.6.1 Order Change**

An Order Change is a change in the Customer's service requested subsequent to installation.

**3.6.2 Bad Check Charge**

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

**3.6.3 Reconnection**

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

**3.7 Promotions**

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer. At the Company's option, a letter outlining the promotion may be filed with the Commission Staff in lieu of filing language in the tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)****3.8 Individual Case Basis Arrangements ("ICB")**

A determination that the Customer's service requirements can only be satisfied by a complex Customer-Carrier arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company's cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff on a confidential basis upon staff's written request to the Company.

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**SECTION 4 - RATES AND CHARGES****4.1 Service Offerings****4.1.1 Leased Line Service – Base Rates for Recurring Charges**

<u>Transmission Speed</u>	<u>Term of Contract in Months</u>			
	12	18	24	36
DS1	\$699.00	\$649.00	\$599.00	\$549.00

Note: The foregoing rates are per circuit, per month. Contracts over 36 months will be priced ICB.

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## SECTION 4 - RATES AND CHARGES (Cont'd)

### 4.1 Service Offerings (Cont'd)

#### 4.1.2 Leased Line Service – Volume Discount Percentages by Contract Term

<u>Volume</u>	<u>Term of Contract in Months</u>			
	12	18	24	36
\$1,000.00	5%	7%	9%	11%
\$2,000.00	7%	9%	11%	13%
\$3,000.00	9%	11%	13%	15%
\$4,000.00	11%	13%	15%	17%
\$5,000.00	13%	15%	17%	19%
\$6,000.00	15%	17%	19%	21%
\$7,000.00	17%	19%	21%	23%
\$8,000.00	19%	21%	23%	25%
\$9,000.00	21%	23%	25%	27%
\$10,000.00	23%	25%	27%	29%

Note: All Volume Discounts are applied when the End User reaches the specified level. Volume amounts over the next lower increment will be rounded down to that lower increment. Volume discounts are based on the gross monthly cost of service and are applied to the base rate per circuit, per month.

Example: End User orders 8 DS1 circuits on a 36 month contract.

Base Rate per DS1 for a 36 Mo. Contract = \$549.00

Multiplied by 8 circuits, Gross Monthly Cost = \$4392.00

Volume Discount to apply at the \$4,000.00 level = 17%

Net Monthly Cost after discounts = \$3645.36 or \$455.67 per DS-1

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**SECTION 4 - RATES AND CHARGES (Cont'd)****4.2 Installation Charges****DS1 IP**

	<b>NRC</b>
Within 5 Miles of POP	\$250
Within 25 Miles of POP	\$250
Within 50 Miles of POP	\$250

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**SECTION 4 - RATES AND CHARGES (Cont'd)****4.3 Miscellaneous Services****3.8.1 Order Change**

Per Change: \$600.00

**3.8.2 Bad Check Charge**

Per Check: \$25.00

**3.8.3 Reconnection**

Per Reconnection: \$600.00

**3.10.4 Monthly Billing Fee**

\$8.00

**3.10.5 NOC Service Fee**

Per Hour \$75.00

**3.10.6 Move Order**

\$600.00

**3.10.7 Early Termination Fee**

\$3,600.00

**3.10.8 Expedite Fee**

\$2,250.00

**3.9 Maintenance Visit Charges****Mon-Sat, 8 am-5 pm:**

Initial 15 minutes or fraction thereof \$45.00

Each additional 15 minutes \$10.00

**Sun and Mon-Sat, excluding 8 am-5 pm:**

Initial 15 min. or fraction thereof \$55.00

Each additional 15 minutes or fraction thereof \$15.00

**Holidays:**

Initial 15 minutes or fraction thereof \$55.00

Each additional 15 min. or fraction thereof \$15.00

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