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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**MISSOURI**  
**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**  
**OF**  
**SONIC TELECOM, LLC**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for Local Exchange telecommunication services within the state of Missouri by Sonic Telecom, LLC ("Sonic"). This tariff is on file with the Missouri Public Service Commission. Copies may be inspected, during normal business hours, at the following locations:

Sonic Telecom, LLC  
2260 Apollo Way  
Santa Rosa, CA 95407  
(888) 766-4233

or

Missouri Public Service Commission  
200 Madison Street, Suite 650  
Jefferson City, MO 65101-3254

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**LIST OF WAIVED STATUTES AND REGULATIONS**

Sonic Telecom, LLC is classified as a competitive telecommunications company in the State of Missouri for which the following statutory and regulatory requirements are waived:

**STATUTES**

392.210.2	- Uniform System of Accounts
392.240.1	- Rates-Rentals-Service & Connections
392.270	- Valuation of Property (Ratemaking)
392.280	- Depreciation Accounts
392.290	- Issuance of Securities
392.300	- Transfer of Assets and Acquisition of Stock
392.310	- Issuance of Securities
392.320	- Stock Dividend Payment
392.330	- Issuance of Securities, Debts and Notes
392.340	- Reorganizations

**COMMISSION RULES**

4 CSR 240-3.550(4)	Held Orders
4 CSR 240-3.550(5)(A)	Quality of Service Reports
4 CSR 240-10.020	Depreciation Fund Income
4 CSR 240-30.040	Uniform System of Accounts
4 CSR 240-32.060	Engineering and Maintenance
4 CSR 240-32.070	Quality of Service
4 CSR 240-32.080	Service Objectives and Surveillance Levels
4 CSR 240-33.040(1 – 3) and (5 – 10)	Billing and Payment Standards
4 CSR 240-33.045	Appearance of Charges on Bills
4 CSR 240-33.080(1)	Company name and number on bills
4 CSR 240-33.130(1), (4) and (5)	Operator Service Requirements
4CSR 240-32-050(4)(B)	White Pages Distribution – partial exemption – St. Louis and Kansas City metropolitan areas – When AT&T does not automatically deliver a directory to the Company's subscribers, the Company may instruct its end-user customers to (a) contact the Company for a copy of the directory and the Company will forward the request to AT&T; or, alternatively, (b) contact AT&T directly for a copy of the directory.

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Department follows in their tariff approval process, the most current page number on file with the Department is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence** - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.
- 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).1
  - 2.1.1.A.1.(a).1.(i)
  - 2.1.1.A.1.(a).1.(i)(1)

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**EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following symbols are used for the purposes indicated below.

- (C) - To signify a changed regulation.
- (D) - To signify a discontinued rate or regulation.
- (I) - To signify an increase in a rate or charge.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify a new rate or regulation.
- (R) - To signify a reduced rate or charge.
- (S) - To signify a correction or reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Sonic Telecom, LLC, hereinafter referred to as the "Company" or "Sonic", to Customers within the state of Missouri. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

The rates and regulations contained in this Tariff apply only to the services furnished by Sonic 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.

This tariff is on file with the Missouri Public Service Commission. In addition, this tariff is available for review at the main office of Sonic Telecom, LLC at 2260 Apollo Way, Santa Rosa, CA 95407.

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS**

**Sonic** - Sonic Telecom, LLC, issuer of this tariff.

**Advance Payment** - Payment of all or part of a charge required before the start of service.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable Company to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Company and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

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

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Commission** – Missouri Public Service Commission.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public.

**Company** - Sonic Telecom, LLC, the issuer of this tariff.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Customer Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

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

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company network. Presubscribed Customers may also route interexchange calls to the Company network by dialing an access code supplied by the Company.

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (Cont'd.)**

**Exchange Telephone Company or Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**Individual Case Basis (ICB)** - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.

**Joint User** - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**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.

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

**MOU** - Minutes of Use.

**NECA** - National Exchange Carriers Association.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (Cont'd.)**

**Point of Presence (“POP”)** - Point of Presence

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

**Service** - Any means of service offered herein or any combination thereof.

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

**Service Order** - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

**Station** - The network control signaling unit and any other equipment provided at the Customer premises that enables the Customer to establish communications connections and to effect communications through such connections.

**Subscriber** - The person, firm, partnership, corporation, or other entity that orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Usage Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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**SECTION 2 – RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

Service is furnished for telecommunications originating and terminating within the State of Missouri under the terms and conditions of this tariff.

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

Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

**2.1.2 Shortage of Equipment or Facilities**

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

**2.1.3 Use of Services**

- A.** Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B.** The use of Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- C.** The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- D.** The Company's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

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**SECTION 2 – RULES AND REGULATIONS, (Cont’d.)****2.1 Undertaking of the Company, (Cont’d.)****2.1.4 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B.** Customers may be required to enter into written service orders that 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.
- C.** Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 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 that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated upon written notice to the Customer if:
  - 1. the Customer is using the service in violation of this tariff; or
  - 2. the Customer is using the service in violation of the law.
- E.** Any other local exchange carrier may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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**SECTION 2 – RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Terms and Conditions, (Cont'd.)**

- F.** To the extent that either the Company or any other local exchange 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 local exchange carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- G.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. Any such packages will be made available to all similarly situated customers and all promotions and contracts will be filed with the Commission.

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**SECTION 2 – RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Limitations of Liability**

- A.** Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special rules and regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- B.** The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

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**SECTION 2 – RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Limitations of Liability, (Cont'd.)**

- C.** The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood 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 any civil or military authority, national emergencies, insurrections, terrorist acts, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- D.** The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- E.** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- F.** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- G.** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds 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.

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**SECTION 2 – RULES AND REGULATIONS, (Cont’d.)**

**2.1 Undertaking of the Company, (Cont’d.)**

**2.1.5 Limitations of Liability, (Cont’d.)**

- H.** The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- I.** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays.
- J.** The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- K.** The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- L.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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**SECTION 2 – RULES AND REGULATIONS, (Cont’d.)****2.1 Undertaking of the Company, (Cont’d.)****2.1.5 Limitations of Liability, (Cont’d.)**

- M.** The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney’s fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.
- N.** The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the Customer or by any other person, caused or claimed to have been caused directly or indirectly by the publication of a nonpublished telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a nonpublished number, the Company will, at the Customer’s request, change the number without charge and refund any nonpublished number charges for the period of time during which the number was disclosed. For the purposes of this Tariff, nonpublished information is defined to include the name, address and telephone number of nonpublished Customers.

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**SECTION 2 – RULES AND REGULATIONS, (Cont’d.)****2.1 Undertaking of the Company, (Cont’d.)****2.1.5 Limitations of Liability, (Cont’d.)****O. With respect to Emergency Number 911 Service:**

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities or the employees or agents of any one of them.
3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (Cont’d.)****2.1 Undertaking of the Company, (Cont’d.)****2.1.5 Limitations of Liability, (Cont’d.)**

- P.** Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

**2.1.6 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to 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.

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**SECTION 2 – RULES AND REGULATIONS, (Cont’d.)**

**2.1 Undertaking of the Company, (Cont’d.)**

**2.1.7 Limitation of Service**

- A.** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B.** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- C.** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the Company's services and equipment, as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (Cont’d.)**

**2.2 Prohibited Uses**

- 2.2.1** 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.
- 2.2.2** The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or Authorized User may not assign or transfer in any manner the service or any rights associated with the service without the written consent of the Company.
- 2.2.3** A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral 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 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 2 – RULES AND REGULATIONS, (Cont’d.)****2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

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

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**SECTION 2 – RULES AND REGULATIONS, (Cont’d.)****2.3 Obligations of the Customer, (Cont’d.)****2.3.1 General, (Cont’d.)**

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

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in (.1), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.4 Application for Services**

**2.4.1** A Customer desiring to obtain service may do so based on an oral or written agreement.

The Company will provide the Customer with rate information, including the name of the service, at the time of subscription. The rate information provided will include the applicable flat rate fees, surcharges and information regarding the rates for taxes, fees and surcharges that vary with revenue or usage. For fees that vary with revenue, the Company will provide reasonable estimates of the amount based on the flat fees and surcharge quote provided to the Customer. For fees based on usage, the Company will provide an estimate based on a standard usage level and inform the Customer of the level of usage associated with the estimate. The Company will also specifically identify any provider imposed fees and surcharges and the rates of those fees and surcharges.

**2.4.2 Cancellation of Application for Service**

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

**2.5 Assignment or Transfer**

**2.5.1** All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.6 Customer Deposits and Advance Payments**

**2.6.1 Deposits**

The Company does not collect Customer deposits.

**2.6.2 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 non-recurring charge(s) and one (1) month's charges for the service or facility, and additional one (1) month advance payment may be required for each subsequent month. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring 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. Advance payments do not accrue interest.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.7 Government Taxes, Fees and Surcharges**

Any federal, state, local government and or regulatory taxes, fees and/or surcharges, will be itemized on a Customer's bill and will be clearly identified. Examples of such federal charges include, but are not limited to: Subscriber Line Charge, Federal Universal Service Fund, city and county taxes, city franchise fee, Missouri Universal Service Fund and 911 taxes and fees. The Subscriber Line Charge will not exceed the rate permitted by law. Only those taxes, fees and surcharges authorized by federal, state and/or local governments may be itemized in this section on the bill. Any other fees and surcharges will be clearly distinguished in another section of the bill.

**2.7.1 Missouri Universal Service Fund**

- A. The Company will place on each retail end-user Customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Missouri Public Service Commission.
- B. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund".
- C. The surcharge percentage will be applied to the total of each Customer's charges for intrastate regulated services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.8 Billing and Payment Process**

**2.8.1** The Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at the Customer's station. Services which are fraudulently obtained without the Customer's involvement will be investigated and the Company and the Customer will cooperate in the resolution of such charges. Upon nonpayment of any sum due or upon a violation of any of the conditions governing the furnishing of service, the Company may discontinue furnishing said service as provided for in this tariff.

**2.8.2** Bills are rendered monthly and payment is due upon receipt of the bill.

**2.8.3** The Company will promptly investigate all disputed charges and shall report its findings and disposition to the Customer. Nothing in this Section limits the Customer's right as provided by statute to contest charges.

**2.8.4 Rates and Charges**

**A.** Nonrecurring and monthly recurring charges are billed one month in advance of service or in the current month and will reflect the rates in effect as of the date of the invoice. Usage rates and charges are billed in arrears.

**B.** For the purpose of computing partial month's charges, a month is considered to consist of thirty (30) days.

**2.8.5 Late Payment Charge**

If any portion of the payment is delinquent or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent re-billing of any amount to which a late payment charge has already been applied. Late payment charges will be applied without discrimination.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.8 Billing and Payment, (Cont'd.)****2.8.6 Bill Dispute**

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company will require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 180 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the:
- Missouri Public Service Commission  
PO Box 360  
Jefferson City, MO 65102  
Attention: Consumer Services Department  
1-800-392-4211  
1-573-526-1500 (FAX)  
<http://www.psc.mo.gov/info-con-complaint-form.asp>
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

**2.8.7 Return Check Charge**

A service charge equal to \$25.00 will be assessed in accordance with Missouri law 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.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.9 Customer Responsibility**

**2.9.1 Cancellation by Customer**

Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Discontinuance or Interruption of Service by the Company**

**2.10.1** The Company may suspend/disconnect, initiate toll blocking or refuse service for any of the following reasons:

- A. The Customer requests it;
- B. The service has been abandoned by the Customer;
- C. The Customer violates any rule of the Company, and such violation adversely affects the safety of the Customer or other persons, or the integrity of the telecommunications system;
- D. A dangerous condition exists on the Customer's premises;
- E. The Customer obtains or attempts to obtain any telecommunications service through any fraudulent means with the intent to avoid payment, in whole or in part, of the normal charge for such service;
- F. The Company can reasonably show that the subscriber misrepresented his or her identity for the purpose of obtaining telecommunications service;
- G. The Customer refuses to grant provider's personnel access, during normal working hours, to telecommunications equipment installed upon the premises of the subscriber for the purpose of inspection, maintenance or replacement;
- H. Non-payment of an undisputed delinquent bill;
- I. The Customer fails to provide requested credit information prior to establishment, or within the first 30 days of service;
- J. Acts of the Customer or other customers at the service address are such as to indicate an act or intention to deceive, mislead, misrepresent, or defraud the provider, regardless of the class of service involved.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Discontinuance or Interruption of Service by the Carrier, (Cont'd.)**

**2.10.2** The Company will give the Customer at least ten (10) calendar days written notice from the date the suspension/disconnection notice is mailed before suspending/disconnecting service except that suspension/disconnection may be immediate if it is the Customer's request or abandonment, involves a dangerous condition, adversely affects the safety of the Customer or other persons, or involves unauthorized interference with or fraudulent use of services.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.11 Allowances for Interruptions in Service**

**2.11.1 General**

The Company will make an adjustment or refund, as described below, if a Customer's service is interrupted unless such interruption is by negligence or willful act of the Customer. The adjustment or refund will be a pro rata portion of the monthly local service charges and any miscellaneous equipment charges for the period of time during which the service is interrupted. An adjustment or refund is not required for the portion of time when the Company stands ready to repair and restore service, but the Customer does not provide access necessary to accomplish the repair or restoration. The adjustment or refund may be accomplished by a credit on the next subsequent bill for service. An adjustment shall be made:

- A. Automatically, if the service interruption lasts for more than 48 hours after being reported to the Company and the adjustment or refund exceeds \$1.00 in amount; and
- B. Upon the Customer's request (written or oral), if the service interruption lasts 24 to 48 hours after being reported to the Company and the adjustment or refund exceeds \$1.00 in amount.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.12 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.

**2.12.1 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 an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- C.** The Customer must give the Company written or oral notice that an unauthorized use of an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless unauthorized use is due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.13 Use of Customer's Service by Others**

**2.13.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

**2.14 Transfers and Assignments**

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

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.15 Service Connections and Equipment on Customer's Premises**

- 2.15.1** The Customer or Authorized User shall allow the Company continuous access and right-of-way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this tariff.
- 2.15.2** The Company undertakes 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 rules and regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.15.3** The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.
- 2.15.4** Title to all components of the service provided by the Company, including equipment on Customer's Premises or End-User's Premises, shall remain with the Company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.15 Service Connections and Equipment on Customer's Premises, (Cont'd.)**

- 2.15.5** The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or Authorized User, except as the Company determines is necessary for proper operation in connection with the Company's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services and equipment offered under this tariff and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.
- 2.15.6** The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.
- 2.15.7** The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.15 Service Connections and Equipment on Customer's Premises, (Cont'd.)**

**2.15.8** The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:

- A.** upon termination, interruption or suspension of the service in connection with which the equipment was used; and
- B.** for repair, replacement or otherwise as the Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.

**2.15.9** The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to the Company's services and equipment is compatible with such Company services and equipment. 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. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be directly attached to the Company's services and equipment. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.15.10** Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.16 Maintenance and Testing**

**2.16.1** Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.

**2.16.2** 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 or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to Company-provided services and equipment. 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 services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. 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 services, equipment, and personnel from harm.

**2.17 Non-routine Installation**

At Customer request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on Company customary charges for similar effort and materials will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.18 Contracts**

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.19 Interconnection of Facilities**

SECTION 2.19 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY MISSOURI PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

- 2.19.1** Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Missouri Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- 2.19.2** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.19.3** Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- 2.19.4** Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those Regulations.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**


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**SECTION 3 - SERVICE AREAS****3.1 Local Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges and local calling areas currently served by the following Incumbent LEC:

Southwestern Bell Telephone d/b/a AT&T Missouri

**3.1.1 Southwestern Bell Telephone Company d/b/a AT&T Missouri**

The local calling areas will mirror the local calling areas of the Incumbent LECs.

Adrian	Center	Flat River	La Monte
Advance	Chaffee	Florissant	Ladue
Agency	Charleston	Frankford	Lake Ozark
Altenburg-Frohna	Chesterfield	Fredericktown	Lamar
Antonia	Chillicothe	Freeburg	Lancaster
Archie	Clarksville	Fulton	Leadwood
Argyle	Clever	Gideon	Lee's Summit
Armstrong	Climax Springs	Gladstone	Liberty
Ash Grove	Creve Coeur	Glasgow	Lilbourn
Beaufort	Deering	Grain Valley	Linn
Bell City	DeKalb	Gravois Mills	Lockwood
Belton	DeSoto	Gray Summit	Louisiana
Benton	Deering	Greenwood	Macks Creek
Billings	Delta	Hannibal	Malden
Bismarck	Dexter	Harvester	Manchester
Bloomfield	Downing	Hayti	Marble Hill
Bloomsdale	E. Independence	Herculaneum-Pevely	Marceline
Blue Springs	East Prairie	Hibgee	Marionville
Bonne Terre	Edina	High Ridge	Marshall
Boonville	Eldon	Hillsboro	Marston
Bowling Green	Elsberry	Holcomb	Maxville
Bridgeton	Essex	Hornersville	Mehlville
Brookfield	Eureka	Imperial	Meta
Camdenton	Excelsior Springs	Independence	Mexico
Campbell	Fair Grove	Jackson	Moberly
Cape Girardeau	Farley	Jasper	Monett
Cardwell	Farmington	Joplin	Montgomery City
Carl Junction	Fayette	Kansas City	Morehouse
Carrollton	Fenton	Kennett	Nashua
Carthage	Ferguson	Kirksville	Neosho
Caruthersville	Festus-Crystal City	Kirkwood	Nevada
Cedar Hill	Fisk	Knob Noster	New Franklin

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**


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**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.1 Exchange Listings (Cont'd.)****3.1.1 Southwestern Bell Telephone Company d/b/a AT&T Missouri (Cont'd.)**

New Madrid	Portage Des Sioux	St. Mary's	Union
Nixa	Portageville	San Antonio	Valley Park
Oak Ridge	Puxico	Sappington	Versailles
Oakville	Qulin	Scott City	Walnut Grove
Old Appleton	Raytown	Sedalia	Wardell
Oran	Republic	Senath	Ware
Osage Beach	Richmond	Sikeston	Washington
Overland	Richwoods	Slater	Webb City
Pacific	Risco	Southville	Webster Groves
Parkville	Riverview	South Kansas City	Wellsville
Patton	Rogersville	Spanish Lake	Westphalia
Paynesville	Rushville	Springfield	Willard
Perryville	Ste. Genevieve	Stafford	Wyatt
Pierce City	St. Charles	Stanberry	
Pocohontas-New Wells	St. Clair	Tiffany Springs	
Pond	St. Joseph	Trenton	
Poplar Bluff	St. Louis	Tuscumbia	

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES**

**4.1 Service Order and Change Charges**

**4.1.1 General**

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

**Primary Line Connection Charge:** Applies to requests for initial connection or establishment of telephone service with the Company.

**Secondary Line Connection Charge:** Applies to installation of a second or additional access line.

**Service Order Charge:** Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)****4.1 Service Order and Change Charges, (Cont'd.)****4.1.2 Rates**

	<b>Business</b>	<b>Residential</b>
Line Connection Charge		
Primary Line	\$125.00	\$ 0.00
Secondary Line	\$ 0.00	\$ 0.00
Service Order Charge	\$ 0.00	\$ 0.00
Moves/Adds/Changes	\$125.00	\$ 0.00

**4.2 Premises Visit Charge**

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	<b>Business</b>	<b>Residential</b>
Installation Charge – 1 <sup>st</sup> Hour	\$125.00	\$125.00
Repair Charge – 1 <sup>st</sup> ½ Hour	\$ 75.00	\$ 75.00
Repair Charge – Each Add'l ½ Hour	\$ 25.00	\$ 25.00

**4.3 Restoral Charge**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<b>Business</b>	<b>Residential</b>
Per occasion, per line:	\$20.00	\$20.00

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 5 – BUNDLED LOCAL EXCHANGE SERVICE****5.1 General**

Bundled local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Service is provided only as a bundled offering in conjunction with broadband internet access/data service, as described more fully in Section 5.3. Applicable Service Order and other non-recurring charges may apply, as described in Section 4. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

**5.1.1 Application of Business and Residential Rates**

- A.** The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.
- B.** Business rates apply at the following locations, among others:
  - 1.** In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
  - 2.** In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
  - 3.** In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
  - 4.** In any residence location where there is substantial business use of the service and the Customer has no service at business rates.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 5 – BUNDLED LOCAL EXCHANGE SERVICE, (CONT'D.)**

**5.1 General, (Cont'd.)**

**5.1.1 Application of Business and Residential Rates (Cont'd.)**

C. Residence rates apply at the following locations, among others:

1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates another location.

**5.2 Charges Based on Duration of Use**

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

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

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 5 – BUNDLED LOCAL EXCHANGE SERVICE, (CONT'D.)**

**5.3 Local Exchange/Long Distance Service Bundles**

**5.3.1 General**

- A.** The Company's Local Exchange/Long Distance Service Bundles provide customers with the following services and features:
1. A local access line and unique telephone number that allows the Customer to make calls to and receive calls from other stations on the public switched telephone network;
  2. Unlimited or usage-priced calling within the customer's local calling area;
  3. A package of calling features;
  4. Unlimited or usage-priced long distance calling, as specified in each calling plan;
  5. access (at no additional charge) to Company operators and business office for service related assistance;
  6. access to toll-free telecommunications services such as 800 NPA; and access to toll-free emergency services by dialing 0 or 9-1-1 (where available);
  7. access to relay services for the hearing and/or speech impaired.
- B.** The Company's Local Exchange/Long Distance Service Bundles cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch.
- C.** The Company's Local Exchange/Long Distance Service Bundles can only be purchased in conjunction with the purchase of broadband internet access/data services provided by the Company's affiliate, Sonic.net, or by an authorized reseller of that affiliate.\*

\*The broadband internet access/data services offered in conjunction with the voice services provided under this tariff are unregulated services not subject to the jurisdiction of the Missouri Public Service Commission and are not included in this tariff.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 5 – BUNDLED LOCAL EXCHANGE SERVICE, (CONT'D.)**

**5.3 Local Exchange/Long Distance Service Bundles, (Cont'd.)**

**5.3.2 Residential Single Line Bundle**

**A. Description**

The Residential Single Line Bundle is available only to residential customers and includes the following features/services:

- Access line;
- Unlimited calling within the local calling area;
- The following calling features:
  - Caller ID
  - Caller ID block
  - Call waiting
  - Three-way calling
- Unlimited direct-dialed long distance calling within the United States.

**B. Monthly Recurring Rates**

The monthly recurring rate for Residential Single Line Bundle is billed monthly in advance.

Monthly Rate: \$19.97

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 5 – BUNDLED LOCAL EXCHANGE SERVICE, (CONT'D.)**

**5.3 Local Exchange/Long Distance Service Bundles, (Cont'd.)**

**5.3.3 Residential 2-Line Bundle**

**A. Description**

The Residential 2-Line Bundle is available only to residential customers and includes the following features/services:

- Two access lines;
- Unlimited calling within the local calling area from both lines;
- The following calling features on both lines:
  - Caller ID
  - Caller ID block
  - Call waiting
  - Three-way calling
- Unlimited direct-dialed long distance calling within the United States from both lines.

**B. Monthly Recurring Rates**

The monthly recurring rate for Residential 2-Line Bundle is billed monthly in advance.

Monthly Rate: \$34.97

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 5 – BUNDLED LOCAL EXCHANGE SERVICE, (CONT'D.)****5.3 Local Exchange/Long Distance Service Bundles, (Cont'd.)****5.3.4 Business Single Line Bundle****A. Description**

The Business Single Line Bundle is available only to business customers and includes the following features/services:

- Access line;
- Local and long distance calling within the United States at the usage rates set forth below;
- The following calling features:
  - Caller ID
  - Caller ID block
  - Call waiting
  - Three-way calling

**B. Monthly Recurring Rates**

The monthly recurring rate for Business Single Line Bundle is billed monthly in advance.

Monthly Rate: \$24.97

**C. Usage Charges**

Local Calling, per minute	\$0.01
Long Distance Calling, per minute	See Missouri Tariff No. 1

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 5 – BUNDLED LOCAL EXCHANGE SERVICE, (CONT'D.)****5.3 Local Exchange/Long Distance Service Bundles, (Cont'd.)****5.3.4 Business 2-Line Bundle****A. Description**

The Business 2-Line Bundle is available only to business customers and includes the following features/services:

- Two access lines;
- Local and long distance calling within the United States at the usage rates set forth below;
- The following calling features on both lines:
  - Caller ID
  - Caller ID block
  - Call waiting
  - Three-way calling

**B. Monthly Recurring Rates**

The monthly recurring rate for Business Single Line Bundle is billed monthly in advance.

Monthly Rate: \$44.97

**C. Usage Charges**

Local Calling, per minute	\$0.01
Long Distance Calling, per minute	See Missouri Tariff No. 1

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 6 – SUPPLEMENTAL SERVICES**

**6.1 Calling Features**

Calling Features are offered in conjunction with the Company's Local Exchange/Long Distance Service bundles and cannot be purchased separately.

**6.1.1 Feature Descriptions**

**Call Waiting**– Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call.

**Caller ID**– Provides for the display of the calling party name and/or telephone number on Caller ID compatible Customer premises equipment.

**Caller ID Blocking** - Customers who request per line Caller ID Blocking will prevent the display of their telephone numbers on all outgoing calls. Per-Line Blocking is provided free of any recurring charge, but is a special feature which must be ordered by Customer.

Per-Line Blocking will not prevent the display of originating telephone numbers to 911 emergency service providers.

**Three-Way Calling** - Allows the Customer to add a third party to an existing conversation.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 7 - SPECIAL ARRANGEMENTS**

**7.1 Special Construction**

**7.1.1 Basis for Charges**

Basis for Charges where the Company furnishes a facility or 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 (including return) and may include:

- A.** Nonrecurring Charges;
- B.** Recurring Charges;
- C.** termination liabilities; or
- D.** combinations of A, B, and C.

**7.1.2 Basis for Cost Computation**

The costs referred to in 7.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A.** Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - 1. Equipment and materials provided or used;
  - 2. Engineering, labor, and supervision;
  - 3. Transportation; and
  - 4. Rights of way and/or any required easements.
- B.** Cost of maintenance.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 7 - SPECIAL ARRANGEMENTS, (CONT'D.)**

**7.1 Special Construction, (Cont'd.)**

**7.1.2 Basis for Cost Computation, (Cont'd.)**

- C.** Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- D.** Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E.** License preparation, processing, and related fees.
- F.** Tariff or Service Order Agreement preparation, processing and related fees.
- G.** Any other identifiable costs related to the facilities provided; or
- H.** An amount for return and contingencies.

**7.1.3** The Commission authorizes Basic Local Exchange Companies to recover all or a portion of the Applicant's non-recurring costs for special construction.

Special 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.** In advance of Company's normal construction.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 7 - SPECIAL ARRANGEMENTS, (CONT'D.)****7.1 Special Construction, (Cont'd.)****7.1.4 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- A.** The period upon which termination liability is based is the estimated service life of the facilities provided.
- B.** The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - (a.) equipment and materials provided or used;
    - (b.) engineering, labor, and supervision;
    - (c.) transportation; and
    - (d.) rights of way and/or any required easements;
  - 2. License preparation, processing, and related fees;
  - 3. Tariff or Service Order preparation, processing and related fees;
  - 4. Cost of removal and restoration, where appropriate; and
  - 5. Any other identifiable costs related to the specially constructed or rearranged facilities.
- C.** The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.3.B preceding shall be adjusted to reflect the recalculated estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
- D.** Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 7 - SPECIAL ARRANGEMENTS, (CONT'D.)****7.2 Non-Routine Installation and/or Maintenance**

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

**7.3 Individual Case Basis (ICB) Arrangements**

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer, or prospective Customer, for service that falls within this Special Arrangements section. Rates developed in response to such requests may be different for tariffed service than those specified for such service in this tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

Pursuant to Section 392.200.8, RSMo, customer-specific Individual Case Basis (ICB) pricing is authorized only for: (1) dedicated, non-switched, private line, and special access services; (2) central office based switching systems which substitute for customer premise, private branch exchange (PBX) services, and (3) any retail business service. The Company will provide copies of its customer contracts to the Staff, upon request, on a proprietary basis.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 8 - PROMOTIONAL OFFERINGS**

**8.1 General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the Nonrecurring or Recurring Charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. If required, the Company shall file promotions with the Commission for tariff approval prior to offering service at promotional rates

**8.2 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a limited period of time.

**8.3 Trial Service**

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.