Exhibit No.:

Issues: Contractual and Policy Witness: William E. Greenlaw Type of Exhibit: Direct

Sponsoring Party: Southwestern Bell Telephone

Company, d/b/a AT&T Missouri Case No.: TC-2012-0284

# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

Case No. TC-2012-0284

Direct Testimony of William E. Greenlaw On Behalf of AT&T Missouri

**September 28, 2012** 

NP

Date 1-08-13 Reporter KF File Notc-2012-0284

# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

Big River Telephone Co	ompany, LLC,		
v. Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri,	Complainant, ) ) ) ) ) ) ) )	Case No. TC-2012-028	<b>.</b>
R	Respondent. )		
	AFFIDAVIT OF WII	LIAM E. GREENLAW	
COUNTY OF DALLAS	S ) ) SS )		
I, William E. Greenlaw,	, of lawful age, being du	aly sworn, depose and state:	
Services, Inc. 2. Attached hereto and 3. I hereby swear and a	made a part hereof for affirm that my answers	ea Manager-Wholesale Reg all purposes is my Direct Te contained in the attached tes correct to the best of my know	estimony. timony to the
	W	illiam E. Greenlaw	<del>-</del>
Sworn and subscribed to  My Commission Expire		ey Sy	STATE OF THE STATE
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# 1 I. INTRODUCTION

- 2 Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.
- 3 A. My name is William E. Greenlaw. My business address is 311 S. Akard Street, Dallas,
- 4 TX 75202.
- 5 O. ON WHOSE BEHALF ARE YOU PROVIDING DIRECT TESTIMONY TODAY?
- 6 A. Southwestern Bell Telephone Company, d/b/a AT&T Missouri.

# 7 Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?

- 8 A. I am an Area Manager – Wholesale Regulatory Policy & Support, for AT&T Services, 9 Inc., an affiliate of AT&T Missouri. I work on behalf of the AT&T incumbent local 10 exchange carriers ("ILECs") throughout AT&T's 22-state ILEC territory, including 11 Missouri. The AT&T ILEC in Missouri is Southwestern Bell Telephone Company, d/b/a 12 AT&T Missouri, which my testimony will refer to as AT&T Missouri. I am responsible 13 for providing regulatory and witnessing support relative to various wholesale products 14 and their pricing; supporting negotiations of local interconnection agreements ("ICAs") 15 formed pursuant to the federal Telecommunications Act of 1996 ("1996 Act" or "Act") 16 between the AT&T ILECs and competitive local exchange carriers ("CLECs") and 17 Commercial Mobile Radio Service ("CMRS") providers; participating in state 18 commission and judicial proceedings; and, assisting in helping to ensure continuing 19 compliance with the requirements of the Act and its implementing rules.
- 20 Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?
- 21 A. I received a Bachelor of Business Administration in Marketing from the University of Oklahoma.

#### O. PLEASE OUTLINE YOUR WORK EXPERIENCE AT AT&T.

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2 A. My career with AT&T (including Southwestern Bell Telephone Company) spans over 19 3 years, the last 15 years of which have been spent working in wholesale organizations that 4 support and interact with CLECs like the Complainant in this case, Big River Telephone 5 Company, LLC ("Big River"). In addition to my current role, I have held management 6 positions responsible for CLEC customer care, CLEC sales and sales support, local 7 switched product management, local switched policy management, and segment 8 marketing.

#### 9 HAVE YOU PREVIOUSLY TESTIFIED BEFORE STATE PUBLIC UTILITY Q. 10 **COMMISSIONS?**

11 A. Yes. I have submitted written testimony to the state public utility commissions in Florida 12 and Michigan and have appeared before the Florida Public Service Commission. These 13 cases involved the arbitration of ICAs or disputes regarding the interpretation or 14 enforcement of ICAs, like the one at issue in this proceeding.

#### WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY? 0.

16 A. My Direct Testimony explains why the exchange access charges billed to Big River by 17 AT&T Missouri are not excused by Big River's claim that the traffic resulting in those 18 charges is "enhanced services" traffic. I will discuss AT&T Missouri's ICA, as amended, 19 with Big River and the reasons why the Commission should reject Big River's contention that the traffic which originates from Big River's end users, and is delivered by Big River to AT&T Missouri for termination to AT&T Missouri's end users, consists of enhanced services traffic. My testimony also explains that the Commission should reject Big River's contention because the parties entered into a 2009 settlement of a dispute between them related to Big River's traffic, after which they executed an "interconnected

Voice over Internet Protocol" (or "VoIP") amendment), which is inconsistent with Big River's assertion that its traffic is enhanced services traffic. I also convey the remedies that AT&T Missouri has under the ICA for Big River's continued breach of its payment obligations.

# Q. EXPLAIN THE ISSUE INVOLVED IN THE BILLING DISPUTE BETWEEN BIG RIVER AND AT&T MISSOURI?

A.

The issue, simply put, is whether Big River's traffic delivered to AT&T Missouri is enhanced services traffic. The issue has been precipitated by Big River's failure to pay AT&T Missouri's exchange access charges billed to Big River under Billing Account Number (or "BAN") 110 401 0113 803. Big River bases its failure to pay charges on this BAN on its assertion that 100% of the traffic it delivers to AT&T Missouri for termination to AT&T Missouri's customers is "enhanced services" traffic which is not subject to exchange access charges under the terms of the intercarrier compensation provisions of the parties' ICA, or tariffs incorporated by reference.

AT&T Missouri contests the assertion that the traffic Big River delivers to it is enhanced services traffic. To the contrary, based on what is known about Big River's services, and based upon information produced in discovery indicating that Big River has a significant telecommunications services business, it appears that none of this traffic should be regarded as enhanced services traffic. Instead, it is simply two-way voice telecommunications service, with separate customized features which do not transform the nature of the traffic from telecommunications services to enhanced services traffic.

<sup>&</sup>lt;sup>1</sup> See, Complaint, para. 22 (alleging that Big River's "Percent Enhanced Usage" has "continued to be 100%"); see also, Big River's Affirmative Defense to AT&T Missouri's Complaint ("Big River's traffic is exempt from the access charges claimed by AT&T Missouri because the traffic is enhanced.").

Thus, appropriate intercarrier compensation charges -- exchange access charges -- are due when those calls are terminated to an AT&T Missouri end user. Failure to pay for these charges constitutes a breach of the payment obligations under the parties' ICA. AT&T Missouri may exercise additional remedies under the ICA if this breach is not cured, including, but not limited to, suspension of ordering and ultimately disconnection of service.

# II. BACKGROUND

# 10 Q. PLEASE PROVIDE BACKGROUND ON THE NATURE OF THE PARTIES' DISPUTE.

A.

As noted above, this case concerns AT&T Missouri's assessment of "access charges" upon certain telephone calls delivered to it by Big River. Access charges are the charges that traditionally have been paid by one telephone carrier to a second carrier for the origination or termination of interexchange traffic – *i.e.*, long distance traffic that begins and ends in different local "exchanges" or local calling areas. These charges compensate local telephone companies (also referred to as local exchange carriers) when long distance carriers (also referred to as interexchange carriers) use a local telephone company's network to originate or terminate a telephone call. For example, if Big River provides long distance service to one of its customers and that customer calls one of AT&T Missouri's customers, Big River uses AT&T Missouri's local network to complete the call, by handing the call off to AT&T Missouri, which then completes or "terminates" the call to AT&T Missouri's customer. AT&T Missouri would then bill access charges to Big River (either interstate or intrastate access charges, depending upon whether the call was an interstate or intrastate long distance call).

In this case, Big River disputes the access charges AT&T Missouri has billed Big River for long distance, voice telephone calls placed by Big River's customers to AT&T Missouri's customers. The calls begin on Big River's circuit-switched network, are transported some distance by Big River, and are handed off to AT&T Missouri for completion to AT&T Missouri's customers using AT&T Missouri's circuit-switched network. In other words, the calls are simply two-way voice telecommunications services originating and terminating on the public switched telephone network ("PSTN").

Big River asserts that under its interconnection agreement with AT&T Missouri, it does not have to pay access charges for these calls because they are not "telecommunications services," but instead are "enhanced" or "information" services. Under the parties' ICA, enhanced services traffic (sometimes called information services traffic) is not subject to access charges, unless it is interconnected VoIP traffic, which remains subject to access charges pursuant to Missouri law (Section 392.550 of the Missouri statutes) and the interconnection agreement amendment executed by the parties implementing that statute.

The FCC has long distinguished between telecommunications services (previously called "basic" services) and information services (sometimes called "enhanced" services).<sup>2</sup> A "telecommunications service" is "the offering of telecommunications for a fee directly to the public . . . regardless of the facilities used." "Telecommunications" means "the transmission, between or among points specified by

<sup>&</sup>lt;sup>2</sup> As the FCC has explained, Congress "codif[ied] the Commission's decades old distinction between 'basic services' and 'enhanced services' as 'telecommunications services' and 'information services,' respectively, in the 1996 Act." Memorandum Opinion and Order, Vonage Holdings Corp. Petition for Declaratory Ruling Concerning an Order of the Minn. Pub. Utils. Comm'n, 19 FCC Rcd. 22404, n.118 (2004) ("Vonage Order"), petitions for review denied, Minnesota Pub. Utils. Comm'n v. FCC, 483 F.3d 570 (8th Cir. 2007).

the user, of information of the user's choosing, without change in the form or content of the information as sent and received." 47 U.S.C. §§ 153(43), (46). An example is "plain old telephone service" ("POTS") provided on the PSTN. Traditional voice telephone service provides for the "transmission" of "information of the user's choosing" (*i.e.*, the user's speech) between or among points specified by the user (*i.e.*, between the user's telephone and whatever telephone he or she chose to call), without any change in the form or content of the information as sent and received (*i.e.*, the speech at one end of the call is reproduced at the other end).

An "information service," on the other hand, is "the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications." 47 U.S.C. § 153(20). An example is Internet access service. Internet access service allows users to connect to their provider and then surf the Internet and acquire, store, transform, process, retrieve, and/or utilize information from any number of Internet servers located at all manner of distant points. The calls at issue here – long distance, voice telephone calls from Big River's customers to AT&T Missouri's customers that originate and terminate on the PSTN, just as telephone calls have for decades – do not constitute enhanced/information services traffic, so as to exempt them from access charges under the parties' interconnection agreement. While Big River may provide its telephone customers additional features and functions ancillary to their telephone service, analysis based on the available facts, the FCC's orders on the subject, and other considerations, all refute Big River's position that those additional features somehow turn Big River's telephone service into an enhanced/information service.

1 2 3	III.	BIG RIVER'S TELECOMMUNICATIONS SERVICES OFFERED TO THE PUBLIC
<i>4 5</i>	Q.	WHAT TYPE OF SERVICES DOES BIG RIVER OFFER TO THE PUBLIC AND HOW DOES IT OFFER THEM?
6	A.	Information that is publicly available gives insight into the types of telecommunications
7		services Big River offers to the public and how Big River offers them to its current and
8		future end users. For example, when reviewing Big River's internet website (see,
9		Schedule WEG-1, attached hereto) and examining the section titled "Telephone Services
10		for Residential," the section for Local Service outlines services and features such as:
11 12 13 14		<ul> <li>Dial Tone</li> <li>Local Calling</li> <li>Emergency 911 (where available)</li> <li>Directory Listing</li> <li>Expanded Local Calling (available in some areas)</li> </ul>
16 17		Big River's website emphasizes that the company offers a "wide range of features" that
18		"meet your communication needs" and that"[s]ome of our most popular features, Caller
19		ID, Call Waiting, and Three-Way Calling are included in many packages." While these
20		are certainly useful features, they are nevertheless ancillary to the functionality of basic
21		POTS telecommunications service for two-way communication between a calling and a
22		called party. The offering of such vertical features has never, to my knowledge, been
23		regarded as sufficient to turn the offering of voice telephone service into an unregulated
24		enhanced/information service.
25	Q.	DOES AT&T MISSOURI ALSO OFFER SUCH FEATURES?
26	Α	Yes. These types of features have long been offered to AT&T Missouri's retail
27		customers pursuant to its Commission-approved tariff, P.S.C. MoNo. 35, General

Exchange Tariff, Section 47.

1	Q.	DOES	BIG	RIVER'S	WEBSITE	<b>PROVIDE</b>	ANY	INDICATION	THAT	ITS
2		OFFEI	RINGS	S WOULD	BE CONSID	ERED ENH	ANCE	D SERVICES?		

- 3 A Based on my review of Big River's website, the marketing and sales approach that Big
- 4 River is taking is not consistent with its claim that their end users' traffic terminated to
- 5 AT&T Missouri's network is enhanced services traffic.

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- 6 Q. SO, BASED ON YOUR WEBSITE REVIEW, WHAT IS YOUR CONCLUSION
  7 AS TO THE TYPES OF SERVICES BIG RIVER PROVIDES TO ITS END USER
  8 CUSTOMERS?
- 9 A From the information made available on Big River's website, basic telephone service
  10 (both commercial and residential) is clearly one of Big River's primary offerings to end
  11 users in Missouri, if not the primary offering among its various telecommunications
  12 service offerings. No support can be found on Big River's website allowing a conclusion
  13 that its services provided to end users (or even that a portion of its end users' traffic
  14 delivered to AT&T Missouri for termination) are enhanced services.
- 15 Q. ARE YOU SUGGESTING THAT AT&T MISSOURI'S POSITION THAT THE
  16 TRAFFIC BIG RIVER IS SENDING AT&T MISSOURI IS NOT ENHANCED
  17 SERVICES TRAFFIC RESTS SOLELY ON BIG RIVER'S WEBSITE
  18 INFORMATION?
  - Certainly not. Mr. Neinast's testimony discusses network-related considerations, and why the added services that Big River claims to offer to its end users fall short of making the telephone calls delivered to AT&T Missouri enhanced services traffic. But my point is that Big River's own website undermines its assertion that the traffic that Big River delivers to AT&T's network constitutes an enhanced service. Moreover, other available information is to the same effect. As I discuss later, Big River's offering of service pursuant to tariff, its having sought and obtained certificates of service authority from the Commission, its annual reports submitted to the Commission, and its marketing and sales

1	materials, all refute Big River's assertion that the calls it delivers to AT&T Missouri
2.	constitute enhanced services traffic

3 Q. ARE BIG RIVER'S RESPONSES TO AT&T'S REQUESTS FOR ADMISSION RELEVANT TO BIG RIVER'S CLAIM THAT 100% OF ITS TRAFFIC IS ENHANCED SERVICES TRAFFIC?

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7 A. Yes.

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# 9 Q. PLEASE EXPLAIN.

10 A. On July 31, 2012, AT&T Missouri submitted various requests for admission to Big River 11 pursuant to the Commission's discovery rules. Big River provided its responses to these 12 requests on August 20, 2012. Several of Big River's responses bear directly on, and 13 completely undermine, its claim. Mr. Neinast's Direct Testimony explains in detail why 14 Big River's own admissions refute its position that the offering of various ancillary 15 features makes all of its telephone traffic enhanced services traffic. However, one 16 admission in particular warrants additional emphasis. It has to do with Big River's 17 offering of service pursuant to tariff.

# 18 Q. PLEASE EXPLAIN THIS ADMISSION AND ITS SIGNIFICANCE.

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A.

AT&T Missouri asked Big River to admit that "[a] portion of the traffic you [Big River] delivered to AT&T Missouri for termination since February 5, 2010, originated with customers to whom you provided service pursuant to your Missouri P.S.C. Tariff No. 1." Big River admitted to this statement without qualification.

Big River's admission undermines its central assertion made in this proceeding that, since 2005, its traffic has been entirely enhanced services traffic. *See*, Complaint, para. 22 ("Big River's [Percent Enhanced Usage] since that time has continued to be 100%"); *see also*, Big River's Affirmative Defense to AT&T Missouri's Complaint ("Big

River's traffic is exempt from the access charges claimed by AT&T Missouri because the traffic is enhanced.").

The relevance of Big River's admission is that for *at least* the portion of that traffic that originated with customers served by Big River pursuant to its tariffs, it cannot be the case that this traffic is enhanced. That is because services provided pursuant to tariffs filed with the Commission are confined to telecommunications services, and do not include enhanced or information services. Stated another way, it cannot be the case that 100% of Big River's traffic is enhanced services traffic because Big River admits that "a portion of the traffic" is telecommunications services traffic provided by means of its tariffs.

Q. IS BIG RIVER'S HAVING SOUGHT AND OBTAINED FROM THE COMMISSION AUTHORITY TO PROVIDE TELECOMMUNICATIONS SERVICES IN MISSOURI CONSISTENT WITH ITS CLAIM THAT 100% OF ITS TRAFFIC IS ENHANCED SERVICE TRAFFIC?

A.

No. Big River's claim that it provides only enhanced services is thoroughly inconsistent with its status as a certificated telecommunications services provider in Missouri. See Order Granting Certificate to Provide Basic Local, Local Exchange, and Interexchange Telecommunications Services, Case TA-2001-699 (Aug. 13, 2001). In accordance with its certificate, Big River has filed tariffs with the Commission to govern its provision of local and intrastate long distance services, including a tariff for "intrastate interexchange telecommunications services." Big River M.P.S.C. Tariff No. 1, Second Revised Title Page. (emphasis added). Pursuant to its certificate of service authority and this tariff, Big River provides "to residential and business customers" "direct-dialed message telecommunications services" that allow its customers "to originate calls from a Big River-provided access line to all other stations on the public switched telephone network

bearing the designation of any central office exchanges outside the customer's local calling area." *Id.* Third Revised Pages 21, 22. This describes precisely the telecommunications service that Big River provides to its Missouri customers that allows them to pick up the telephone and make a non-local voice telephone call to one of AT&T Missouri's customers.

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Indeed, while Big River claims in this proceeding that the ancillary features it provides its customers make all of its traffic "enhanced services," that is directly inconsistent with its prior representations to the Commission. For example, in 2011, Big River applied to the Commission to expand its certificate of basic local service authority to include the entire State of Missouri. Application of Big River Tel. Co., LLC to Expand Certificate of Basic Local Service Authority, Case TA-2011-0273 (filed Feb. 25, 2011). In that application, sworn to by Big River's CEO, Big River noted it was authorized to provide "basic local telecommunications service" "interexchange and telecommunications services," and asserted that it "remains managerially and technically qualified to provide basic local telecommunications services" and "financially qualified to provide telecommunications services" because "[i]t has been successfully providing basic local service since it commenced operations in 2001." Id. at 1, 3-4. This, of course, is inconsistent with Big River's current suggestion that its services are all "enhanced," thus, not telecommunications services.

More generally, if the offering of ancillary features, like the ability to manage incoming call options and set-up call forwarding, were sufficient to turn the provision of voice telephone service into an unregulated enhanced/information service, then likely

1	every telephone provider in Missouri would be classified as an enhanced/information
2	services provider, not a telecommunications services provider.

- 3 Q. DID BIG RIVER PRODUCE DOCUMENTS RELEVANT TO ITS CLAIM THAT
  4 ITS TRAFFIC DELIVERED TO AT&T MISSOURI IS 100% ENHANCED
  5 SERVICES TRAFFIC?
- Yes. Big River produced in discovery its Annual Reports submitted to the Missouri

  Public Service Commission for each of 2008, 2009, 2010 and 2011. All are attached to

  my testimony as Schedules WEG-2(HC) through WEG-5(HC).

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In each of these reports, Big River confirmed its status as a "Competitive Local Exchange Carrier" "Competitive Telecommunications and Interexchange Further, in each, Big River reported substantial Telecommunications Carrier." telecommunication service revenues, including substantial Missouri "net jurisdictional revenues" for Missouri USF purposes. Such revenues, by definition, account for only the "provision of intrastate regulated telecommunications services." 4 CSR 31.010(12). Enhanced services are not telecommunications services. Big River's reporting of substantial revenues for its provision of telecommunication services, all submitted to the Commission under oath, is flatly inconsistent with its claim that 100% of its traffic is enhanced services traffic.

# 20 Q. WHAT OTHER DOCUMENTS DID BIG RIVER PRODUCE WHICH 21 CONTRADICT ITS CLAIM THAT ITS TRAFFIC DELIVERED TO AT&T 22 MISSOURI IS 100% ENHANCED SERVICES TRAFFIC?

A. Big River produced a generic "Master Service Agreement." (see, Schedule WEG-6, attached hereto). That agreement confirms that Big River is a provider of telecommunications services. For example, under the caption "Tariff Considerations (at page 4 of the Agreement), it states: "Depending on the Customer's choice of products

and services, Customer may receive from Big River Telephone and its affiliates, regulated local, interstate, intrastate, and local toll telecommunications services provided pursuant to Big River Telephone tariffs and price lists and the terms and conditions contained therein." No mention appears to be made of the specific services which Big River now claims in its Complaint are enhanced.

Additionally, Big River produced copies of its "Features Guide-Commercial" and "Features Guide-Residential." (see, Schedules WEG-7 and WEG-8, attached hereto). These documents describe the "features" that Big River offers to its telephone service customers, but do not describe Big River's underlying telephone service (i.e., the ability to make and receive calls), much less suggest that the features are so integrated with the underlying telephone service as to make the latter an enhanced service. Rather, the features are described as add-ons that customers may elect, but are not required, to activate.

# IV. BIG RIVER'S DEALINGS WITH AT&T

A.

# Q. PLEASE DISCUSS THE ICA ENTERED INTO BETWEEN BIG RIVER AND AT&T MISSOURI AND THE PARTIES' DISPUTE UNDER THE ICA.

On August 13, 2005, in Case No. TK-2006-0073, the Commission approved the ICA entered into between Big River and AT&T Missouri. The ICA remains in effect today. The parties' dispute initially took root shortly after the Commission approved the parties' ICA. The "Attachment 12 - Intercarrier Compensation" portion of that agreement specified the compensation the parties would be entitled to receive for the exchange of telecommunications traffic. While the agreement specified generally that non-local traffic would be subject to access charges, Section 13.3 specified different compensation

for "enhanced/information services traffic, including without limitation Voice over Internet Protocol ('VOIP') traffic and other enhanced services traffic." To identify this traffic, the agreement allowed Big River to designate a "Percent Enhanced Usage" ("PEU") factor, specifying the percentage of its traffic it claimed was enhanced/information services traffic. AT&T Missouri commenced billing Big River access charges for terminating the traffic Big River delivered to AT&T Missouri. In October, 2005, Big River claimed that the PEU for all traffic it was sending to AT&T Missouri for termination was 100%, apparently so that Big River would not be obligated to pay AT&T Missouri any access charges. Big River disputed AT&T Missouri's charges, claiming that AT&T was obligated to terminate the traffic in question at no charge to Big River, pursuant to Attachment 12 of the parties' agreement. In April, 2008, litigation in St. Louis County Circuit Court ensued over the matter.

## Q. WHAT HAPPENED NEXT?

In the meantime, HB 1779 was enacted in 2008. Among other things, HB 1779 added to Chapter 392 of the Missouri statutes a new Section 392.550. The new section set forth a process by which providers could offer and provide interconnected VoIP service, principally by means of a "registration" obtained from the Commission. In addition, the new law codified an interconnected VoIP provider's obligation to pay access charges for the termination of its interconnected VoIP traffic. In particular, Subsection 2 of Section 392.550 states:

Interconnected voice over Internet protocol service shall be subject to appropriate exchange access charges to the same extent that telecommunications services are subject to such charges. Until January 1, 2010, this subsection shall not alter intercarrier compensation provisions specifically addressing interconnected voice over Internet protocol service

contained in an interconnection agreement approved by the commission pursuant to 47 U.S.C. Section 252 and in existence as of August 28, 2008. As its language makes apparent, the new law provided that the imposition of access charges would not commence until January 2010 to the extent that a pre-existing agreement already contained compensation provisions relating to interconnected VoIP. That, of course, was the case with respect to Big River, whose interconnection agreement contained such provisions. The following year, AT&T and Big River decided to settle all of the disputes presented in the St. Louis County litigation, including what was referred to as the "Enhanced Services Dispute." A final settlement agreement was entered into in October, 2009. Paragraph 1.B of the Settlement Agreement states: \*\* \*\* As is obvious from the foregoing, the parties agreed to a bifurcated solution to their dispute. First, with respect to charges imposed or to be imposed by AT&T Missouri upon Big River prior to January 1, 2010, \*\*AT&T Missouri would collect nothing, i.e., Big River would get a "free pass" during this period even though AT&T Missouri had

provided Big River services, i.e., terminating Big River's traffic.\*\* Second, with respect

to charges to be imposed by AT&T Missouri upon Big River from and after January 1, 2010, \*\*the traffic would be regarded as interconnected VoIP traffic for which access charges would be paid, in accordance with Section 392,550.2, RSMo. That was to be accomplished, as the settlement agreement made clear, "by the Interconnection Agreement as to be amended as described herein."\*\*

# Q. WAS THE ICA BETWEEN THE PARTIES AMENDED THEREAFTER?

A.

Yes. The amendment to the parties' 2005 agreement was executed by the parties, it was filed with the Commission, and it was approved by the Commission on November 5, 2009. As noted in the filing letter submitted to the Commission and distributed to the parties, the amendment contained "certain VoIP intercarrier compensation provisions pursuant to Section 392.550 as reflected in the newly enacted HB 1779." The amendment provided:

House Bill 1779, Section 392.550. The Parties shall exchange interconnected voice over Internet protocol service traffic, as defined in Section 386.020 RSMo, subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that as of August 28, 2008, the Agreement contains intercarrier compensation provisions specifically applicable to interconnected voice over Internet protocol service traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in the first clause of this Section shall not become effective until January 1, 2010.

Big River's current complaint, filed with the Commission in March, 2012, concerns charges billed by AT&T Missouri to Big River -- after January 1, 2010 -- pursuant to the terms of the approved amendment to the interconnection agreement. Seeking to now disavow itself of both the October, 2009 settlement agreement and subsequent interconnection agreement amendment approved by the Commission in November, 2009, Big River claims that its traffic is *not* VoIP, and the "capabilities [of its network] are

available to all subscribers and provide enhanced functionality well beyond the capabilities of VoIP." Complaint ¶ 32. But that is inconsistent with the parties' settlement agreement and ICA, which specifically refer to VoIP (not enhanced services) and whose reference to applicable charges becoming effective January 1, 2010 is a uniquely direct result of the VoIP access charge provisions of Section 392.550.

# 6 Q. WHAT DOES THE PARTIES' ICA SAY ABOUT PAYMENT OF BILLED CHARGES?

A. Section 14 of the General Terms and Conditions of the parties' ICA outlines the parties'
payment obligations under the agreement. Section 14.2 states that the billed party should,
for all undisputed Unpaid Charges to the Billing Party."

# 11 Q. ARE DISPUTED AMOUNTS EXEMPT FROM THIS REQUIREMENT?

12 A. Yes, but only for the period of time during which a particular billing dispute is open.

13 Once resolution of that dispute has been provided, the dispute is considered closed and

14 the amounts at issue within that dispute are either credited to the billed party or paid by

15 the billed party, depending upon which party prevails in the dispute.

# 16 Q. IF THE BILLED PARTY FAILS TO MEET THE OBLIGATIONS UNDER SECTION 14.2, WHAT IS THE RECOURSE FOR AT&T?

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A. Section 14.4 of the General Terms and Conditions of the parties ICA provides for the actions that AT&T Missouri may take if a past due balance remains unpaid, it states that:

After expiration of the written notice furnished pursuant to Section 14.1 hereof, if CLEC continues to fail to comply with Section 14.2.1 through 14.2.4, inclusive, or make payment(s) in accordance with the terms of any mutually agreed payment arrangement, [AT&T]AT&T MISSOURI may, in addition to exercising any other rights or remedies it may have under Applicable Law, furnish a second written demand to CLEC for payment within five (5) Business Days of any of the obligations enumerated in Section 14.2.1. On the day that [AT&T] MISSOURI provides such written demand to CLEC, [AT&T] MISSOURI may also exercise any or all of the following options:

*14.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or  *14.4.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement.
WHAT STEPS MAY A PARTY TAKE IF THEY ARE NOT SATISFIED WITH THE RESOLUTION OF A BILLING DISPUTE?
The ICA contains specific parameters that govern dispute resolution between the parties,
but it should be noted that once the billing dispute is closed, those amounts remain owing
and are subject to the terms and conditions in the ICA regarding payment. If a CLEC,
such as Big River, is unhappy with the resolution provided, it may seek formal resolution
of the dispute pursuant to Section 13.5.1 of the General Terms and Conditions of the
parties' ICA which states:
Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement require clarification, renegotiation, modifications or additions to this Agreement, either party may invoke dispute resolution procedures available pursuant to the complaint process of the MO-PSC
DID BIG RIVER INVOKE THE FORMAL DISPUTE RESOLUTION CLAUSE IN THE ICA?
Yes. As Section 13.5 of the General Terms and Conditions states, if the parties cannot
resolve the dispute, either party may invoke the dispute resolutions available pursuant to
the Commission's complaint process. In this case, Big River was not satisfied with the
outcome of the dispute and the parties were unable to resolve the issue. Big River
refused to comply with the payment obligations under the ICA regarding the exchange

access charges they had previously disputed. Once AT&T began taking the steps

- necessary to enforce the terms of Big River's agreement pursuant to Section 14 of the
  General Terms and Conditions regarding payment of billed amounts, Big River filed its
  complaint with the Commission.
- 4 V. <u>BIG RIVER'S LIABILITY FOR ACCESS CHARGES</u>
- 5
  6 Q. WHAT IS THE BASIS FOR AT&T MISSOURI'S REQUEST THAT THE
  7 COMMISSION RULE THAT BIG RIVER MUST PAY AT&T MISSOURI
  8 ACCESS CHARGES?
- 9 The terms of the ICA are clear and unambiguous regarding payment of AT&T Missouri's A. 10 billed charges, so ultimately, the only issue that the Commission needs to determine is 11 whether the services Big River is providing to end users, resulting in calls originating on 12 Big River's network and delivered to AT&T Missouri for termination to its end users, are 13 100% enhanced services, as Big River claims, or whether they constitute mere 14 telecommunications services involving two parties talking on both ends of a call. As 15 stated above and as elaborated further in Mr. Neinast's direct testimony, it is clear that 16 the traffic that Big River is delivering to AT&T Missouri for termination to AT&T 17 Missouri's end users is not enhanced services traffic; therefore, the calls are subject to the 18 appropriate access charges.
- 19 Q. ARE THE ACCESS CHARGE RATES THAT BIG RIVER OWES SET FORTH IN THE PARTIES' INTERCONNECTION AGREEMENT?
- A. No, while the applicability of access charges is set forth in the ICA, the dollars-and-cents access charge rates are actually tariffed rates, incorporated by reference into the ICA.

  AT&T Missouri's federal tariff, filed with the FCC, requires Big River to pay access charges on the interstate traffic AT&T Missouri has terminated for Big River, and AT&T

- 1 Missouri's state tariff, filed with this Commission, requires Big River to pay access
- 2 charges on the intrastate non-local traffic AT&T Missouri has terminated for Big River.
- 3 O. WHAT ARE THE PERTINENT PROVISIONS OF THE FEDERAL TARIFF?
- 4 A. Southwestern Bell Telephone Company Access Service Tariff F.C.C. NO. 73, Section
- 5 6.9.

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- 6 Q. WHAT ARE THE PERTINENT PROVISIONS OF THE STATE TARIFF?
- 7 A. P.S.C. Mo. -No. 36 Access Services Tariff Sections 3.8, 6.11.
- 9 VI. AT&T MISSOURI'S COMPLAINT
- 11 Q. DESCRIBE THE NATURE OF AT&T MISSOURI'S OWN COMPLAINT AGAINST BIG RIVER.
- 13 14 A. AT&T Missouri's Complaint is straightforward. Pursuant to the parties' ICA, as 15 amended, Big River has delivered to AT&T Missouri for termination to end users non-16 local traffic for which Big River is required to pay charges which have been billed to it 17 by means of BAN 110 401 0113 803. Such traffic is subject to switched access charges 18 pursuant to Section 13 of Attachment 12 to the ICA and the ICA amendment, unless such 19 traffic is enhanced/information services traffic. The non-local traffic which Big River 20 has delivered to AT&T Missouri for termination and for which Big River is required to 21 pay access charges, which have been billed to it by means of BAN 110 401 0113 803, is 22 not enhanced/information services traffic, for all of the reasons I have stated above and 23 those explained in Mr. Neinast's Direct Testimony.
  - Simply put, AT&T Missouri simply wants Big River to meet the obligations of the ICA and pay the exchange access charges that are rightfully owed to AT&T Missouri

for the services rendered. If Big River fails to do so, then AT&T Missouri should be able to enforce the terms of the ICA regarding non-payment of the charges.

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A.

AT&T Missouri's Complaint also seeks to ensure that Big River does not use the parties' 2009 settlement agreement as both a shield and a sword. Big River's Complaint (at paragraph 21), recites that, as a result of this settlement, AT&T Missouri "credited Big River in full for the access charges." This statement is misleading and does not accurately convey the details of the parties' settlement of their dispute regarding this issue (which was only one of several disputes resolved at that time). Yet, when AT&T Missouri's Complaint referenced the actual terms of the settlement agreement, and alleged that settlement was premised upon Big River's representation that its traffic was interconnected VoIP traffic and upon its understanding that Big River would pay access charges for its traffic after January 1, 2010, in light of Section 392.550.2, RSMo., Big River proceeded to claim in its Answer to AT&T Missouri's Complaint that "the terms of the prior settlement agreement are confidential and not subject to disclosure." It is disingenuous of Big River to assert that the settlement is privileged and confidential, when it was Big River who opened the door to the settlement in its Complaint. Big River cannot be allowed to disavow its obligations under the settlement and resulting ICA amendment while reaping the benefits of the settlement.

# 19 Q. HAS BIG RIVER PROVIDED ANY REASON AS TO WHY IT REFUSES TO PAY THE ACCESS CHARGES BILLED TO IT BY AT&T MISSOURI?

The only reason advanced by Big River for its refusal to pay AT&T Missouri's billed access charges is that the traffic it has sent to AT&T Missouri for termination is 100% enhanced services traffic, and therefore is exempt from exchange access charges. Big River has never asserted any other reason for its refusal to pay these charges. For

example, Big River has never asserted that, if its traffic were classified as telecommunications services traffic, the amounts billed by AT&T Missouri were wrongly computed or would not otherwise be due in full.

# 4 Q. HAS THE FCC RECENTLY ADDRESSED THE EFFECTS OF ACCESS-5 AVOIDANCE?

6 Yes. On November 18, 2011, the FCC issued its Connect America Fund Order.<sup>3</sup> In the Α. 7 words of FCC Commissioner Michael J. Copps, that Order "puts the brakes on the 8 arbitrage and gamesmanship that have plagued [intercarrier compensation] for years and 9 that have diverted private capital away from real investment in real networks....Today we say 'no more.'" Commissioner Copps thus decried the fact that the unlawful avoidance 10 11 of access charges, also known as access arbitrage, is an ongoing and significant problem 12 for the industry as a whole. Given the lack of any reasonable support for Big River's 13 claim that the traffic at issue here is enhanced services traffic, Big River's refusal to pay 14 AT&T Missouri's access charges certainly appears to be yet another in a long line of 15 access charge avoidance schemes.

# O. WHAT IS THE FINANCIAL IMPACT OF BIG RIVER'S DISPUTE?

16

17 A. Through the August 2012 billing cycle, Big River owed AT&T Missouri \$350,637.60 in unpaid past due access charges billed by means of BAN 110 401 0113 803, excluding any late payment charges, as applicable. (See, Schedule WEG-9(HC), attached hereto).

Report and Order and Further Notice of Proposed Rulemaking, Connect America Fund, WC Docket No. 10-90 et al. (rel. Nov. 18, 2011) ("Connect America Fund Order"), 26 FCC Rcd 17663, available at 2011 WL 5844975.
 56 FCC Rcd at 18404, available at 2011 WL 5844975, \*571 (statement of Commissioner Michael J. Copps).

2	V11.	CONCLUSI	<u>ion</u>
2 3 4	Q.		OULD THE COMMISSION RULE WITH RESPECT TO AT&T 'S COMPLAINT?
5 6	A.	The Commis	sion should find that Big River has breached the parties' ICA by failing to
7		meet its payn	nent obligations under the parties' ICA, as amended.
8	Q.	WHAT REI	LIEF IS AT&T MISSOURI SEEKING FROM THE COMMISSION?
9	A.	AT&T Misso	puri is asking the Commission to:
10		(a)	Find that the access charges AT&T Missouri has billed Big River since
11			January 1, 2010 by means of BAN 110 401 0113 803 are charges for
12			terminating non-local traffic that either is not enhanced information
13			services traffic or is interconnected VoIP traffic;
14		(b)	Find that the access charges AT&T Missouri has billed Big River since
15			January 1, 2010 by means of BAN 110 401 0113 803 are required by and
16			consistent with the parties' ICA, as amended;
17		(c)	Find that the access charges AT&T Missouri has billed Big River since
18			January 1, 2010 by means of BAN 110 401 0113 803, plus any late
19			payment charges, as applicable, are due and owing by Big River;
20		(d)	Find that if the access charges outlined in (a), (b), and (c) above are not
21			immediately cured, AT&T Missouri is excused from further performance
22			under the ICA, may suspend Big River's ability to submit requests for
23			additional service, may suspend provisioning of all pending orders; and
24			may terminate the ICA; and
25		(e)	Grant all other relief as is just and appropriate.

- 1 Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?
- 2 A. Yes.

Wireless Broadband

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TELEPHONE RESIDENTIAL

### > Local Services

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- > vFax
- > Secure vFax
- > Telebranch
- > Teleconferencing
- > Distinctive Ring
- > Features
- > Internet Services
- > Consumer Information

# Telephone Services for Residential

Big River Telephone Company, LLC is a full-service telecommunications provider and one of the largest locally-owned carriers in the Midwest. Whether you need local, long distance or Internet for your home, Big River Telephone has knowledgeable people empowered to serve you. Each customer service representative is experienced and ready to provide you with the most up-to-date information regarding all products ranging from unlimited long distance to your basic local phone line. Big River Telephone now serves thousands of customers throughout the Midwest. Join the many others who now enjoy customized solutions using innovative technology with Big River Telephone







## **Local Service**

As a Big River customer, you will receive helpful customer service and customized solutions to fit your lifestyle. You will receive a local line and all of your requested features.

You can even keep your same phone number! With local service from Big River Telephone, you get:

- Dial ToneLocal CallingEmergency 911 (where available)
- Directory Listing
   Expanded Local Calling (available in some areas)

Big River Telephone offers a wide range of features and calling plans to meet your communication needs. Some of our most popular features, Caller ID, Call Waiting, and Three-Way Calling are included in many packages.

## **Features**

Big River Telephone Company offers many features to enhance your residential phone service. Whether you want to screen your incoming calls or want to forward your home phone while away on vacation, Big River has the custom

Big River has all of the standard features for residential customers: Caller ID Name & Number, Call Forwarding, Three-Way Calling, Speed Dialing, Call Return, Anonymous Call Rejection, Call Block, Call Forward Busy Line, Call Forward Don't Answer, Call Waiting, 900/976 Blocking, Priority Calling, Toll Restrictions, Remote Access to Call Forwarding, Repeat Dialing, Voicemail, and many more...

Many bundled packages are also available to residential customers.

For more information about available features, please contact our Customer Experience department at TOLL FREE 1-855-BIG RIVER (1-855-244-7483).

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- > Telebranch
- > Teleconferencing
- > Distinctive Ring
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## Features

### **Features**

## **Call Waiting ID**

This service allows a user to view the Name and Number of the Calling Party following the Call Waiting Tone. This service requires an existing subscription to Big River's Call Waiting Service.

#### Do Not Disturb

This services allows the subscriber to block his or her line temporarily to prevent incoming calls. Outgoing calls can still be made as normal, but incoming calls are not connected, instead, the caller hears an announcement that the subscriber is not currently accepting calls.

### **Enhanced Voicemail**

This service allows the user to configure multiple sub-mailboxes per telephone number, rather than a single voicemail box. Enhanced Voicemail allows each sub-mailbox to have its own web interface login and management.

Find Me Follow Me provides a way for subscribers to configure additional numbers that will ring instead of or as well as the subscriber's own number, any of which can answer the call.

### Selective Call Acceptance

This feature allows the subscriber to temporarily block their line from receiving any incoming calls that are not specifically permitted by the subscriber. Outgoing calls can still be made as normal, but incoming calls from numbers that are not on the subscriber's configured list are not connected. Instead, the caller hears an announcement that the subscriber is not currently accepting calls.

# Selective Call Forwarding

This service allows subscribers to select a list of calling numbers whose calls will automatically be forwarded. All calls from numbers on this list are forwarded on to a single alternative forwarding number.

This service allows up to 4 telephone to ring at one time. When the call is picked up either by the customer or voicemail then the other telephone stop ringing. At least one of the telephone numbers must have service with Big

### **Speed Dialing**

Speed Dialing allows a subscriber to configure 1 or 2 digit codes to be used as shortcuts for selected telephone numbers. The subscriber enters the code and this is interpreted as if he or she had dialed the full telephone number to which the short code is mapped.

### Three-Way Calling

Three-Way Calling enables the subscriber to speak with two different people in two different places at the same time. When speaking with a single caller, simply use the switchhook to place the first caller on hold, dial the second caller, then another press of the switchhook will connect both callers to you.



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Big River Telephone 24 South Minnesota Street | Cape Girardeau, MO 63702-1608 LOCAL 573-651-3373 | TOLL FREE 1-855-BIG RIVER (1-855-244-7483)



# Schedule WEG-2 (NP)

# Schedule WEG-3 (NP)

# Schedule WEG-4 (NP)

# Schedule WEG-5 (NP)



# BIG RIVER TELEPHONE COMPANY

Master Service Agreement

REPRESENTATIVE NAME:		
ACCOUNT #:	LEAD SOURCE:	
CUSTOMER INFORMATION		
CUSTOMER NAME:	ATT	'N:
BILLING ADDRESS:		
STREET ADDRESS /SUITE	CITY	STATE ZIP
BILLING CONTACT:		
MAIN PHONE:	FAX:	ALT PHONE:
EMAIL ADDRESS:	FEDERAL TAX ID #:	
TAX EXEMPTION: FEDERALSTATECOUN	TYCITY	
IF TAX EXEMPT, A COPY OF TAX EXEMPTION CERTIFIC	CATES MOST ACCOMPANT CONTRACT	
SERVICE SUMMARY		
SITE NAME:		
SITE NAME:INSTALL ADDRESS:		
SITE NAME:INSTALL ADDRESS:STREET A DDRESS/SUITE	CITY	STATE ZIP
SITE NAME: INSTALL ADDRESS: STREET A DDRESS/SUITE INSTALL CONTACT:	CITY	
SITE NAME:	PHONE:	CELL/PAGER:
SITE NAME:  INSTALL ADDRESS:  STREET A DDRESS/SUITE  INSTALL CONTACT:  FIRST NAME LAST NAME  INITIAL LOCAL CARRIER:	PHONE:SELECTED LOCAL CARRII	CELL/PAGER:
SITE NAME: INSTALL ADDRESS: STREET A DDRESS/SUITE INSTALL CONTACT: FIRST NAME LAST NAME INITIAL LOCAL CARRIER: INITIAL INTRALATA CARRIER:	PHONE:  SELECTED LOCAL CARRII  SELECTED INTRALATA CA	CELL/PAGER:
SITE NAME:  INSTALL ADDRESS:  STREET A DDRESS/SUITE  INSTALL CONTACT:  FIRST NAME LAST NAME  INITIAL LOCAL CARRIER:	PHONE:  SELECTED LOCAL CARRII  SELECTED INTRALATA CA  SELECTED LD CARRIER:	CELL/PAGER:ER:
SITE NAME:	PHONE:  SELECTED LOCAL CARRII  SELECTED INTRALATA CA  SELECTED LD CARRIER:	CELL/PAGER: ER: ARRIER:
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SITE NAME:	PHONE:  SELECTED LOCAL CARRII  SELECTED INTRALATA CA  SELECTED LD CARRIER:	CELL/PAGER: ER: ARRIER:

Customers Initials

# BIG RIVER TELEPHONE PRODUCTS/SERVICES ORDERED

REQUESTED SERVICE INSTALLATION DATE	:	
	DATE DAY	
YEAR TERM COMMITMENT	Customers Initials	

MONTHLY RECURRING CHARGES SERVICE DESCRIPTION	MONTHLY QTY	MONTHLY EACH	MONTHLY TOTAL

NON-RECURRING CHARGES			
SERVICE DESCRIPTION	QTY	EACH	TOTAL

ER USE CHARGES				
SERVICE DESCRIPTION		QTY	EACH	TOTAL
	-			
	-			
	-			
			-	
SERVICE DESCRIPTION		QTY	EACH	TOTAL
Customer acknowledges and agrees that it assumes the responsibility for not disconnected its current carrier(s) services to avoid incurring future charges to consult Big River Telephone to assure that customer is aware which carrier(s)	rom its ( ) must n	current carrier otify based on	(s). The cust the scope of	omer should services
Customer acknowledges and agrees that it assumes the responsibility for not disconnected its current carrier(s) services to avoid incurring future charges from sult Big River Telephone to assure that customer is aware which carrier(s) customer will receive from Big River Telephone. If customer adds or makes services is coterminous with the length of the Customer's original contract te	rom its of must no changes rm.	current carrier otify based on to services, th	(s). The cust in the scope of the contract te	omer should services rm for these
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Customer acknowledges and agrees that it assumes the responsibility for not disconnected its current carrier(s) services to avoid incurring future charges it consult Big River Telephone to assure that customer is aware which carrier(s) customer will receive from Big River Telephone. If customer adds or makes services is coterminous with the length of the Customer's original contract telephone.  AGREED TO BY:  TITLE:  CUSTOMER SIGNATURE:	rom its (  ) must n changes rm.	current carrier otify based on a to services, the	(s). The cust in the scope of the contract te	omer should services rm for these
TITLE:	rom its (c) must n changes rm.	eurrent carrier otify based on to services, the	(s). The cust the scope of the contract te	omer should services rm for these

**Customers Initials** 

Big River Telephone will pass through any third-party charges incurred by Big River Telephone as a result of hosting the customer's DNS, including, but not limited to domain name, registration and renewal charges.

## **Big River Telephone Master Service Agreement Definitions:**

"Customer" refers to the entity on whose behalf this Agreement is being executed. "Big River Telephone" refers to the Big River Telephone, LLC subsidiary that operates in the state in which the customer obtains service. "Effective Date" is the date this Agreement is executed by Big River Telephone.

## **Tariff Considerations:**

Depending on the Customer's choice of products and services, Customer may receive from Big River Telephone and its affiliates, regulated local, interstate, intrastate, and local toll telecommunications services provided pursuant to Big River Telephone tariffs and price lists and the terms and conditions contained therein (collectively the "Tariffs"). If the customer's choice of products and services includes detariffed services, this Agreement is subject to and incorporates by reference Big River Telephone's rates, rules, and regulations applicable to the services as provided to Customer or posted on Big River Telephone's website or, if such rates, rules, and regulations sections of the local Tariffs of the state in which the services are provided. If Customer's choice of products includes unregulated services, this Agreement is subject to and incorporates by reference the general rules and regulations of the local Tariffs of the state in which the services are provided. To the extent this contract differs from any terms and conditions in Big River Telephone's tariffs, the Tariffs control. Big River Telephone may modify its Tariffs from time to time in accordance with law. These modifications may affect service(s) furnished to Customer.

#### 900 Access:

At Customer's request, Big River Telephone will permit Customer dial-up access to 900 service number provided by third-party vendors by removing the "blocking" that Big River Telephone typically applies to those services. If such a request is made by Customer, Customer shall be liable for all charges associated with 900 number services dialed from the customer premises, regardless of whether such use (1) is authorized by Customer management; (2) is initiated by Customer employees or third parties; or (3) constitutes or involves fraudulent activity of any nature. Customer agrees that Big River Telephone assumes no liability of any kind with respect to its providing access to 900 services, the use of 900 services, or the content or use of the information provided via 900 services, via connections from Customer premises and locations where Customer uses Big River Telephone service. Customer shall indemnify, defend and hold Big River Telephone harmless against any and all claims made by the third party vendor of 900 services or information services providers that subscribe to services provided by such third party providers of information services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third party vendors of 900 services could result in suspension or failure to make proper payment to third party vendors of 900 services could result in suspension or interruption of long distance and/or local services provided by Big River Telephone. Big River Telephone assumes no liability of any kind with respect to such potential suspensions or interruptions.

## **International Calling:**

At Customer's request, Big River Telephone will permit Customer access to international calling capabilities by removing the "blocking" that Big River Telephone typically applies to that service. If such a request is made by Customer, Customer shall be liable for all charges associated with all international calling charges dialed from the customer premises, calling card(s) and/or access numbers, regardless of whether such use (1) is authorized by Customer management; (2) is initiated by Customer employees or third parties; or (3) constitutes or involves fraudulent activity of any nature. Customer agrees that Big River Telephone assumes no liability of any kind with respect to its providing access to international calling or the sue of international calling services via connections from Customer premises and locations where Customer uses Big River Telephone's service. Customer shall indemnify, defend and hold Big River Telephone's harmless against any and all claims made by any third party related to the use of international calling services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third parties could result in suspension or interruption of long distance and/or local services provided by Big River Telephone. Big River Telephone assumes no liability of any kind with respect to such potential service suspensions or interruptions.

## Big River Telephone's Equipment:

The equipment (Modem/Router) installed at the customer premise is the property of Big River Telephone and must be returned within thirty (30) days of service termination. If the equipment is not returned within this timeframe, Customer agrees to reimburse Big River Telephone for the full purchase price of the equipment as well as any attorney's fees and costs incurred by Big River Telephone related to Big River Telephone's retrieval of the equipment. Customer acknowledges and agrees that if Customer uses the router functionality of Big River Telephone's equipment, Customer shall pay a monthly router maintenance charge, except where Customer purchases Big River Telephone Bundled Services. If customer goes out of business or invokes the Business Assurance bankruptcy policy or otherwise falls within the Business Assurance provisions, customer is still responsible for lost, stolen, damaged or unreturned equipment as noted above.

## Service Order Terminations/Installation Delays:

Customer acknowledges and agrees that if Customer cancels this agreement prior to installation of services by Big River Telephone and Big River Telephone has incurred any costs in installing the service or in preparing to install the service that it otherwise would not have occurred, a charge equal to the costs Big River Telephone has incurred shall apply and Customer agrees to pay Big River Telephone for those charges. This charge will not exceed the sum of the charges for the minimum period of service ordered, including installation charges. Customer also acknowledges and agrees that if Customer causes an installation delay of any of its services that lasts longer than thirty (30) days past the Customer's original installation due date and Big River Telephone has incurred charges from its vendors, Customer will pay all applicable monthly recurring charges for all Customer's services as if all services were installed on the thirty-first (31st) day past the original installation due date. Additionally, in the event installation delays occur for any reason, Big River Telephone shall not be responsible for charges imposed on Customer by Customer's previous service provider(s) and/or the difference between such charges and the charges that Big River Telephone would have imposed pursuant to this Agreement.

#### Satisfaction Guarantee:

If there is a material failure by Big River Telephone in the provision of the services to Customer (excluding billing issues) during the initial sixty (60) days following the first installation of the services ("Satisfaction Period"), and Big River Telephone fails to cure such material failure within ten (10) days of receipt of written notice of such failure from Customer, Customer may terminate this Agreement without incurring liquidated damages (as described below) by delivering written notice of such termination to Big River Telephone and making payment of any outstanding balance for services rendered by Big River Telephone to Customer through the date of the written notice of termination. Customer may not exercise this Satisfaction Period termination clause if a material failure by Big River Telephone in the provision of the services to Customer cannot reasonably be cured within ten (10) days if Big River Telephone begins to cure the failure within ten (10) days and continues actively and diligently in good faith to cure such failure. Customer's notice of a material service failure must be sent to

Big River Telephone Company, LLC ATTN: Customer Care Department 24 S. Minnesota Street Cape Girardeau, MO 63702

#### Renewal:

Either Big River Telephone or Customer may terminate this Agreement at the end of the initial term by providing not less than thirty (30) days written notice to the other party prior to the end of the initial term. If neither Big River Telephone nor Customer provides such written notice of termination at least thirty (30) days prior to the end of the initial term, this Agreement shall continue for an additional one-year period ("renewal term"). Thereafter, this Agreement shall continue to renew for additional one-year periods unless Big River Telephone or Customer provides written notice of termination at least thirty (30) days prior to the end of each renewal term.

Customer's notice of termination must be sent to:

Big River Telephone Company, LLC

24 S. Minnesota Street Cape Girardeau, MO 63702

ATTN: Customer Care Department

## **Termination & Business Assurance:**

Because Big River Telephone is relying upon Customer to complete the term of this Agreement, if Customer or its successor in interest or assignee elects to terminate any or all Services provided pursuant to this Agreement (or Services added by Customer later) prior to the expiration of the initial or renewal term, Big River Telephone will suffer damages. Therefore, in the event of early termination, except as noted below, Customer agrees to pay Big River Telephone, as liquidated damages and not as a penalty, an amount equal to the monthly recurring rate for the services cancelled multiplied by the number of months remaining in the initial or renewal term of the Service Agreement. Customer further agrees to pay Big River Telephone any applicable promotional and/or quantity pricing discounts the Customer received from Big River Telephone pursuant to this Agreement. Customer acknowledges that Big River Telephone does not provide services beyond specific service boundaries. If Customer moves beyond such boundaries, Customer may terminate the Services provided pursuant to this Agreement upon payment of a \$50 per line fee and upon a showing by Customer that Customer's reason for terminating Service is due to Customer's move exclusively (i.e., new lease, etc).

If a customer terminates all business operations due to economic failure or enters bankruptcy with intent to close business, we will waive any penalties associated with terminating the contract before its specified expiration date. The customer is still responsible for any balance remaining for services provide prior to termination of all business operations. Business termination would include the necessity to discontinue all services provided by Big River Telephone Company.

## **Partial Cancellations:**

Because Big River Telephone's prices are conditioned on Customer's continuing subscription to the services and quantities of services contained in the Agreement, Customer will revert to the higher pricing plans and promotional offers associated with the customer's new set of services and the liquidated damages described in the "Renewal and Termination" section above will also apply. However, in the event Customer elects to cancel 25% or less of its voice and/or data lines, the liquidated damages described above will be waived by Big River Telephone if: (1) Customer does not have Big River Telephone's full voice T-1 or ISDN-PRI services; (2) such cancellation does not result in Customer falling below five voice and/or data lines per T1 (for data lines, every 64k of Service is equal to one "line" (i.e. 384k is equal to 6 lines); (3) Customer is current in payment for all invoiced Big River Telephone services; and (4) Customer agrees to: (a) pay Big River Telephone \$50 for each cancelled line: (b) revert to the higher pricing plans and promotional offers associated with each line if such installation charges were waived when Customer's services were initially installed; and (d) pay Big River Telephone any applicable promotional and/or quantity pricing discounts the Customer received from Big River Telephone pursuant to this Agreement.

#### Miscellaneous:

This Agreement shall be binding upon and inure to the benefit of Big River Telephone's successors and/or assigns. This agreement is binding upon and inures to the benefit of Customer's successors and/or assigns; however, Big River Telephone may determine whether such a successor or assign is acceptable by giving its written consent, which consent shall not be unreasonably withheld. This agreement together with the Tariffs constitutes the entire agreement between parties and supersedes any prior or contemporaneous proposals, discussions, or agreement, whether verbal or written concerning Big River Telephone offerings. By signing this Agreement, the customer also accepts the terms of the Acceptable Use Policy at http://www.BigRiverTelephone.com/internet/aup. All amendments to this Agreement must be in writing and signed by the Customer and on behalf of Big River Telephone's Legal Department. Hand-written, typed or any other modifications of this Agreement, unless executed as described above, are strictly prohibited and will not be binding on Big River Telephone. Service Agreement initial term is for one, two or three years (as selected above). If Customer adds lines during the course of this Agreement, Customer's original Letter of Authorization provides Big River Telephone with authorization to add such lines and such authorization will be deemed to comport with federal and state unauthorized carrier change regulations, laws, administrative Orders and other legal guidelines. Charges for services in this Agreement do not include taxes, surcharges, and fees. Such taxes, surcharges, and fees are based on either the applicable Big River Telephone tariffs, as posted on Big River Telephone's Website, and/or the state, local and federal taxes, fees and surcharges imposed by the jurisdiction in which the Customer is receiving services.

AGREED TO BY:	DATE:
TITLE:	
CUSTOMER SIGNATURE:	PRINTED NAME:
ACCEPTED BY:	DATE:
	FOR BIG RIVER TELEPHONE (OFFICE USE ONLY)
TITLE:	
SIGNATURE:	PRINTED NAME:



# **Features Guide**

Commercial

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## Key:



A special note regarding the feature



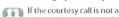
An important instruction or message regarding the operation of the feature



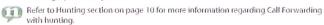
#### **Call Forwarding**

This service forwards all of a subscriber's incoming calls to an alternative number without ringing the subscriber telephone first.

- 1. To Activate
  - a. Dial \*72
  - b. Wait for confirmation tone, then dial the number to forward to
  - Wait for the courtesy call to be answered
  - d. Hang up the telephone



- If the courtesy call is not answered, repeat steps a. and b. to manually activate without the courtesy call
- 2. To Deactivate
  - a. Dial \*73
  - b. Wait for confirmation tone
  - c. Hang up the telephone



## **Remote Access to Call Forwarding**

This service allows a call forwarding subscriber to access and change their call forwarding configuration from any phone. Subscribers are provided with a telephone number to call Remote Access to Call Forwarding which can be called from any phone.

- 1. To Activate
  - a. Call 573-388-2006
  - b. Enter your Telephone Number and PIN (same PIN as used for voicemail) when prompted.
  - Enter the Call Forwarding Access Code you require (for example, to access Call Forwarding, enter \*72).
  - d. Configure the call service as for normal Call Forwarding configuration.



## **Call Forward Busy**

This feature forwards incoming calls to another number when the originally dialed number is busy.

This feature will not be available for ABS or DBL packages.

## **Call Return**

This service allows the subscriber to return the most recent incoming call.

- 1. To return the last call
  - a. Press \*69.

## Call Block (Selective Call Rejection)

This service allows the subscriber to block the last incoming call by immediately dialing \*60 after hanging up the phone.



## [] Call Block and Hunting

- If calling number is on reject list and calls Line 1 of the hunt group then it will get the reject message and will not hunt.
- If it isn't on reject list then it will hunt as usual.
- If Call Block is not on Line 1 of a hunt group but is on any other line in the hunt group, then the number on the reject list can call Line 1. However, when the call hunts to an other line which has the feature the customer will hear a busy tone.

## **Call Trace**

This service allows a subscriber to request a trace of the last incoming call. This information is provided to the Service Provider, not the subscriber, and may then be passed on to an appropriate authority.

1. To perform a trace on the current or last call, press \*57



## **Anonymous Call Rejection**

This service automatically rejects all calls from withheld numbers.

- 1. To enable Anonymous Call Rejection, press \*77
- 2. To disable Anonymous Call Rejection, press \*87



## Anonymous Call Rejection and Hunting

If calling number (with anonymous number enabled) calls Line 1, it will be rejected and will not hunt.

If Anonymous Call Rejection is not on Line 1 of a hunt group but is on any other line in the hunt group, then the caller with the anonymous number can call Line 1. However, when the call hunts to another line which has Anonymous Call Rejection, the customer will hear a busy tone.

## Three Way Calling

This service allows a subscriber to call another party during an existing call and add that party to the call thus creating a three-way conversation.

- To add a third party to an active call, press the flash-hook and then dial the third party's number. If the third party answers, hit the flash-hook again to add both of you to the original call, connecting all three parties
- If the third party does not answer or their line is busy, hit the flash-hook twice to rejoin the original call. If you hang up you will receive a ringback reminding you that the original call is still on hold, and can rejoin the call by picking up the phone. This service is known as Three Way Calling Ringback.

## **Call Waiting**

This service notifies a subscriber that a second call is on the line and allows the subscriber to switch between the calls. The called party is notified by a tone when the call is waiting.

When you hear a Call Waiting tone during a call, hit flash-hook to swap between the callers. If you hang up while a call is still on hold, you will receive a ringback reminding you to reconnect the call.

To disable Call Waiting for the next call only, press \*70 before the call.

Refer to Hunting section on page 10 for more information regarding for Call Waiting

## Cancel Call Waiting Per Call

This service allows a Call Waiting subscriber to disable Call Waiting for an individual call, so that important calls are not interrupted.

- To disable Call Waiting for the next call, press \*70 before the call.
- To cancel Call Waiting during an active call (when Three Way Calling is activated), press \*70 during the call
- To cancel Call Waiting during an active call when Three Way Calling is not activated, flash-hook and press \*70 during the call (assuming that global-level configuration supports this option).



Refer to Hunting section on page 10 for more information regarding for Call Waiting with hunting

#### **Call Transfer Disconnect**

Give the customers the ability to transfer an incoming call from their phone or to any phone number of their choosing.

- Answer the incoming call.
- While on the phone with caller press the flash button.
- 3. Wait for the dial tone.
- Dial the number to which to transfer the caller. 4.
- Hit flash button again.
- When all 3 parties are on the phone you may hang up.



Only incoming calls can be transferred. Originating calls cannot be transferred.

## **Record OnCue**

With Big River's advanced network, you can record your important telephone calls

- 1. To begin recording, press the following keys on your telephone keypad in quick succession; \*\*0 \*\*.
- 2. To stop the recording, press the following keys on your telephone keypad in quick succession; \*\*0 \*\*.



#### Sim Ring (Simultaneous Ring)

This service allows up to 4 phones to ring at one time. When the call is picked up either by the customer or voicemail then the other phones stop ringing. At least one of the phone numbers must have service provided by Big River.

- To activate, dial \*96
- To deactivate, dial \*97

Sim Ring is activated by default.

It can be added via the portal. If on an ABS or DBL order the Sim Ring will have to be entered in the special instructions.



Refer to Hunting section on page 10 for more information regarding for information about Sim Ring with hunting

## [ Cell Phone Information

If a cell phone number is set up as one of the Sim Ring numbers and that cell is turned off then when the originating Sim Ring number is called it will go directly to voicemail on the cell phone after 1 ring.

## **Sim Ring Functionality**

Example: This customer has one number that rings to the 3 other lines. Sim Ring rings line 1, 2 and 3 simultaneously.



Sim Ring will not work on a ..... Customer must choose one or the other Sim Ring will not work on a line with Find Me Follow Me.

## Find Me Follow Me (Sequential Ring)

This service provides a way for subscribers to configure additional numbers that will ring instead of or as well as the subscriber's own number, any of which can answer the call.

- To enable Find Me Follow Me, press \*371
- 2. To disable Find Me Follow Me, press \*372

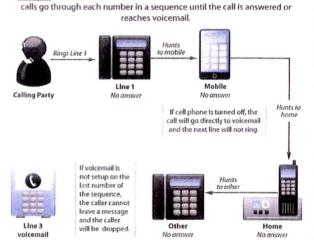


#### Cell Phone Information

If there is a cell phone number as one of the Find Me Follow Me numbers and that cell is turned off when it hunts to that line it will go directly to volcemail on the cell phone.

## Find Me Follow Me Functionality

Example: This customer has 1 line with 3 Find Me Follow Me numbers. The calls go through each number in a sequence until the call is answered or





Find Me Follow Me will not work with Sim Ring Customer must choose one or the other

#### Do Not Disturb (DND)

This service allows the subscriber to block his or her line temporarily to prevent incoming calls. Outgoing calls can still be made as normal, but incoming calls are not connected; instead, the caller hears an announcement that the subscriber is not currently accepting calls.

- To enable DND, press \*78
- 2. To disable DND, press \*79

## **Short Code**

A 2-digit number that maps to a frequently used number such as: corporate headquarters, supplier, or any number of the customer's choosing. (Applies to individual lines and business group lines.)

For commercial customers this feature is only available on ABS packages and can be added to the package during the work order entry on the commercial side. If added later it must be done manually through Provisioning.

## Telebranch

Telebranch service automatically forwards calls to your main number from designated numbers outside your calling area. When you set up Telebranch service, we'll assign you a telephone number in the calling area(s) you choose (Big River must have numbers in the area you choose).

This service is handy for businesses who want to have a seemingly local presence without actually having an office in that town. Then the people in that town call that local number and they are forwarded to the customer's office location unknowingly.



## **Long Distance Charges**

The customer owning the Telebranch will be responsible for any applicable long distance charges associated with forwarding to that number.

#### **Distinctive Ring**

This feature allows customers to have one line and two phone numbers, Each number rings with a distinctive pattern so the owner knows which number is being called. Typically, the original number rings with the standard ring pattern. Regardless of what ring pattern the called party hears; the calling party hears the standard ring pattern.

#### vFax

vFax stands for virtual fax. This feature allows you to receive incoming faxes directly to one or multiple email addresses. The person sending the fax sends it to a ten-digit number just like a traditional fax. However, instead of receiving it in paper form on your fax machine, it will show up in your email inbox.

Traditional fax lines can be converted into vFax lines, Just call Customer Service.

#### Selective Call Acceptance

This feature allows the subscriber to block the line temporarily to prevent any incoming calls that are not specifically permitted by the owner of the number. Outgoing calls can still be made as normal, but incoming calls from numbers that are not on the subscriber's configured list are not connected. Instead, the caller hears an announcement that the subscriber is not currently accepting calls.

1. To access Selective Call Acceptance, press \*64.



#### I Hunting and Selective Call Acceptance

If the feature is on Line 1 then all calls (except those from numbers specifically permitted the subscriber) will be blocked and receive the announcement mentioned above. However, those calls from numbers permitted by subscriber will ring as usual and hunt.

✓ If Selective Call Acceptance is not on Line 1 of a hunt group but is on any other line in the hunt group, then any call can ring Line 1. However, if a call (from a number not specifically permitted) by subscriber) tries to hunt to the line with the feature it will reject and simply ring back to the previous line.



#### **Selective Call Forwarding**

This service allows subscribers to select a list of calling numbers whose calls will automatically be forwarded. All calls from numbers on this list are forwarded on to a single alternative forwarding number.

To get to Selective Call Forwarding options dial "\*63"

- 1. To add entry dial "#"
- 2. To remove entries dial "H
- 3. To hear entries in list dial "1"
- 4. To hear instructions again dial "0"

#### To add entry

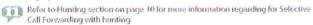
- 1. Dial "\*63"
- 2. Dial "#"
- Then it will ask you to enter in the 10-digit number you wish to forward and press "1"
- 4. Then enter in 10-digit number that you want forwarded
- 5. Or dial "01" to add last calling party
- 6. Then hit "#"

#### To remove entries

- 1. Dial "\*63"
- 2. Dial the 10 digit number you wish to remove
- 3. To remove all entries dial "08\*"
- 4. To remove all anonymous entries dial "09\*"

## Turn off Selective Call Forwarding

- 1. Dial "\*63"
- 2. Dial"1"
- 3. Dial "3"
- 4. Hang up



## **Headline News Line**

For those times you have no access to the Internet and you want the latest headline news just dial the Big River Newsline. A simple call to the Big River Newsline will access the Internet upon the receipt of your call and will read the latest news headlines.

1. To retrieve the latest news dial "314-225-2620" from your Big River telephone line.

#### Caller ID Block Per Call

When you make a call your telephone number (including non-published numbers) will automatically appear to customers who subscribe to Caller ID service. When activated before dialing, your name and telephone number will not be transmitted to the party you are calling. This feature must be activated before every call.

1. To enable, press \*67

## Caller ID Block Per Line

This service is permanent on your line and blocks the Caller ID so when an outbound call is made the called party sees "private" instead of the Caller ID information. This feature is not set up by code. Provisioning has to set this for the customer.

## Directed Call Pick Up

This feature gives you the ability to answer another ringing party's extension.

- 1. To answer another ringing extension, press \*11
- 2. To answer a specific extension, press \*12 then the Station ID

#### **Station to Station Dialing**

This feature only works with ABS packages. When the ABS package is built the lines in the business group have a 3- or 4-digit number mapped to their phone number. If there are 5 phones in the business group there will be 5 different Station IDs.

**Example:** Sara's Station ID is "1200". Jim, who is also in the same business group as Sara, picks up the phone and dials "1200" to call Sara instead of dialing her 7-digit number.



#### Voicemail

## Setting up your mailbox

Access the voice messaging system:

- 1. Dial your phone number or \*333, wait for your recorded message to begin playing, then press \*.
- Enter your pass code after the prompt, and then hit the 4 key. (Your default pass code is the last 4 digits of your phone number). (Please note you must change your pass code to something other than the last 4 digits of your phone number for security reasons. If you do not, your voicemail could become unusable).
- The following commands are available:
  - Change Greeting
    - (1) Use system greeting
    - (2) Use personal greeting
    - (3) Create personal greeting
  - Record Name
    - (2) Use recorded name
    - (3) Create recorded name
  - 3. Change Pass Code follow the prompts

## Checking your messages via the telephone

Access the voice messaging system:

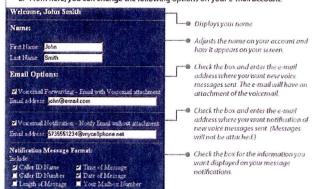
- Dial your phone number, wait for your recorded message to begin playing, then press \* and follow the prompts.
- To listen, delete and save messages press the following key:
  - (1) Replay current message
  - (2) Skip current message
  - (4) Skips back 5 seconds while playing a message
  - (5) Skips ahead 5 seconds while playing a message
  - (7) Delete current message
  - (8) \*Exit



Refer to Hunting section on page 10 for more information regarding for Voicemail with hunting.

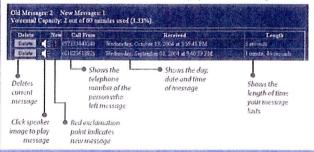
# INTERNET ACCESS INSTRUCTIONS

- 1. After logging onto the Internet site, go to the "settings" tab off the main screen.
- 2. From here, you can change the following options on your e-mail account:



## CHANGING YOUR SETTINGS

Click the messages button on your main screen to access voice messages. From the Messages Screen (below) you will be able to review, play and delete messages online







# TOLL FREE NUMBERS

#### General

- 1. Cost: pay per minute of usage
- 2. Toll free numbers are charged to the owner and not the caller.
- Toll free numbers are not a physical line. They ride on another line installed at the premises so we always have to have the "ring to" number.
- 4. Toll free numbers can start with 888, 877, 866 or 800.
- Unless your customer has a very unique name it's unlikely they will find a good vanity number like 800-PHONEME. It's best to tell them you will just pick one.

#### **New Toll Free Procedure**

- Email Robin Moore (rmoore@bigrivertelephone.com) and ask her to give you a new toll free number. You will need to supply her with the name on the account and the sub Id.
- Fill out the sign up sheet and have the customer sign it. Then fax this to Robin Moore at 573-388-3250.
- 3. Once you have the number go to the portal and add it to the account.
- 4. Your toll free should start working within 4 days.

## **Existing Toll Free Procedure**

- Have customer fill out and sign resporg and the sign up sheet. (Do not fill out the resporg ID or the resporg contact number - these are the grayed out areas. We will take care of that).
- 2. Current resporg is the company supplying the toll free currently.
- Please be sure that the address into filled out on the resporg matches the billing address on their current toll free bill. We suggest you get the first page of their current toll free bill with the address showing so we can submit that with the resporg request.
- Please be sure the person who signs the respong is the person who
  either set the company up with the toll free or is the person responsible
  for that bill. The losing carrier will check to see if the names match.
- Submit the toll free port request in the portal. You can fax the paperwork to Robin at 573-388-3250 or scan and email it to her.
- Porting a toll free typically takes about 10 days. The customer's toll free will continue to work the entire time, and they will have no interruption in service. Essentially porting a toll free is just a billing change. The toll free service is not affected or moved in any way.



# HUNTING

There are two types of hunt groups: Basic and Enhanced.

## **Basic Hunt Group**

1. If Line 1 is busy/no answer, the call will hunt to Line 2. If Line 2 is busy/no answer, the call will hunt to Line 3, if Line 3 is busy/no answer, the call will hunt to Line 4. This hunt sequence will continue until the call has reached the last number in the hunt group. At this point, the call will be sent to Line 1's voicemail (VM). If a line in the hunt group that is NOT the main TN, receives a call that is busy/not answered, it will go to the line's VM. Example is shown below:

Main Line Kicks off Hunting with VM

une: - Busy/No Answer hunts to:

Busy/No Answer hunts to:

Line3 - Busy/No Answer hunts to:

- Busy/No Answer hunts to:

Lines - Busy/No Answer hunts to:

Une 1 - Voicemail

# **Voicemail Details**

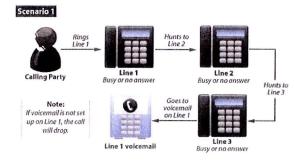
✓ Can call into lines 2, 3, 4, & 5 and leave a VM for each individual line, will go to VM if busy/no answer.

If Subscriber chooses not to have VM, the call will drop at the end of the hunt group.

## **Basic Hunting and Voicemail Functionality**

#### Example:

This customer has 3 lines, each line having an individual phone number. Their hunt sequence has outside calls ring Line 1, first which hunts to Line 2 then hunts to Line 3 and then eventually goes to voicemail back on Line 1.



## Scenario 2 Note: If Line 3 is called directly scenario works the same.

directly



hunt sequence.



# HUNTING

## **Enhanced Hunt Group**

- If Line 1 is busy/no answer, the call will hunt to Line 2. If Line 2 is busy/no answer, the call will hunt to Line 3, if Line 3 is busy/no answer, the call will hunt to Line 4. This hunt sequence will continue until the call has reached the last number in the hunt group. At this point, the call will be sent to Line 1's voicemail (VM).
- If a call goes directly to ANY line in the hunt sequence, it will hunt to the next line if it is busy/no answer. For example, if Line 2 is busy/no answer, the call will hunt to Line 3 in the hunt group. If Line 3 is busy/no answer, the call will hunt to Line 4 in the hunt group. This hunt sequence will continue until the call has reached the last number in the hunt group. For this example the call would be sent to Line 2s VM.
- All numbers in the hunt group have VM and are made an alias to Line 1, so the subscriber only has to check VM on the main line to receive all messages.
- Any number in the hunt group will kick off the hunt group. Example below:
   Any line kicks off Hunting with VM.

une 1 - Busy/No Answer hunts to:

Busy/No Answer hunts to:

unes - Busy/No Answer hunts to:

Busy/No Answer hunts to:

unes - Busy/No Answer hunts to:

Line 1 - Voicemail

unes - Busy/No Answer hunts to:

une - Busy/No Answer hunts to:

unes - Busy/No Answer hunts to:

Line 1 - Busy/No Answer hunts to:

unez - Busy/No Answer hunts to:

(Alias to Line 1's VM)

Line 2 - Busy/No Answer hunts to:

un+1 - Busy/No Answer hunts to:

- Busy/No Answer hunts to:

Busy/No Answer hunts to:

- Busy/No Answer hunts to:

- Voicemail (Alias to Line 1's VM) unes - Busy/No Answer hunts to:

une1 - Busy/No Answer hunts to:

Un+2 - Busy/No Answer hunts to:

⊔₀₃₃ – Busy/No Answer hunts to:

- Busy/No Answer hunts to:

Unes - Voicemail (Alias to Line 1's VM) - Busy/No Answer hunts to:

Lines - Busy/No Answer hunts to:

Line1 - Busy/No Answer hunts to:

Busy/No Answer hunts to:

- Busy/No Answer hunts to:

(Alias to Line 1's VM)





✓ Enhanced Hunting lines can only be built with the following features: Voicemail, Short Code, Station to Station, Caller ID, and Call Transfer Disconnect.

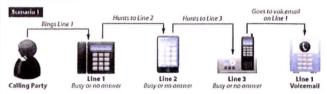


## **Feature Functionality with Basic Hunting**

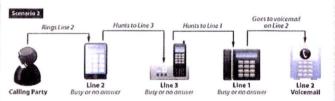
- 1. Sim Ring
  - A. Sim Ring will work on any number in a hunt group (up to 30 numbers).
  - B. If any of the Sim Ring numbers have voicemail on them and the ring time is shorter than the hunting ring time, that incoming call will be directed to Sim Ring number's voicemall and not the voicemail box associated with the hunt group.
- 2. Call Forwarding
  - A. Call Forwarding only works on the first line of the hunt group. If Call forwarding is enabled on the first line of the hunt group, all the incoming calls will be forwarded.
  - B. If Call Forwarding is added to any other line in the hunt group it will **not** work. Hunting takes precedence over call forwarding.
- 3. Remote Access to Call Forwarding
  - A. Works the same as Call Forwarding.
- 4. Selective Call Forwarding
  - A. Works the same as Call Forwarding.
- 5. Call Waiting
  - A. The feature will work with hunting.
  - Since this feature works on lines with hunting enabled you must make sure that Call Waiting is disabled on that line or the hunt group will not work correctly.
  - C. If the feature is left enabled it defeats the purpose of hunting. This is because when the phone is busy it is supposed to ring to the next available extension, not interrupt a call in progress.

# Enhanced Hunting and Voicemail Functionality

<u>Example</u>: This customer has 3 lines, each having an individual phone number. Their hunt sequence has outside calls ringing Line 1 first, which hunts to Line 2 then hunts to Line 3. If all lines were busy or there was no answer, the call will hunt back to the volcemail of the first line that was called.



Voicemails left for all 3 lines will be available on Line 1.





If voicemail is not set up on Line 1, the call will drop.



😭 = Indicates these two feature cans work together on one line and will not interfere with each other's operations.

🕢 = Indicates these features will not work together. Customer has the ability to turn some features on and off from their phone's keypad.

# **Features Grid**

Featu	ires G	rid				See i		ature Functi				nas the a	ointy to t	urn some i	eatures or	i and on	from their	pnones	гурас.
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Gali For N=10 hg	☆	☆	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(3)
Remote cell Poresanting	☆	☆	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(3)
PAHT crops	0	0	☆	$\triangle$	☆	☆	☆	☆	☆	☆	合	☆	☆	☆	☆	☆	☆	☆	☆
Call Fort	0	0	☆	☆	☆	☆	☆	☆	☆	☆	☆	0	☆	☆	☆	☆	☆	☆	☆
EHTEL	0	0	☆	$\Diamond$	$\Diamond$	0	$\Diamond$	$\Diamond$	☆	☆	$\triangle$	0	☆	☆	☆	☆	☆	$\triangle$	☆
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a Way Calling	0	0	$\Diamond$	☆	☆	$\Diamond$	$\triangle$	$\stackrel{\triangle}{\square}$	☆	☆	$\triangle$	0	☆	☆	☆	$\Diamond$	☆	☆	☆
Call Trensfer Disconnact	0	0	☆	☆	☆	$\Diamond$	☆	$\triangle$	☆	☆	$\triangle$	0	☆	☆	☆	☆	☆	☆	☆
Collinating	0	0	$\Diamond$	☆	$\triangle$	$\Diamond$	$\triangle$	$\triangle$	$\Diamond$	☆	☆	0	☆	$\Diamond$	$\Diamond$	$\Diamond$	$\Diamond$	$\Diamond$	0
Size 60ng	0	0	☆	$\triangle$	☆	☆	$\Diamond$	☆	☆	☆	0	0	☆	☆	☆	☆	☆	☆	(3)
Find Me Follow Me	0	0	☆	☆	☆	☆	☆	$\triangle$	$\Diamond$	0	$\Diamond$	0	☆	$\Diamond$	☆	☆	$\Diamond$	合	<b>(9</b> )
Do Hot Disturb	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Caller ID Block For Call	0	0	☆	☆	$\Diamond$	☆	$\Diamond$	☆	$\Diamond$	☆	$\Diamond$	0	$\Diamond$	$\Diamond$	☆	☆	☆	☆	☆
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# **Features Guide**

Residential

Ph 1-800-455-1608 • Fx 1-800-455-4533 www.bigrivertelephone.com

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## Key:



A special note regarding the feature



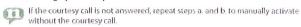
An important instruction or message regarding the operation of the feature



## **Call Forwarding**

This service forwards all of a subscriber's incoming calls to an alternative number without ringing the subscriber telephone first.

- 1. To Activate
  - a. Dial \*72
  - b. Wait for confirmation tone, then dial the number to forward to
  - c. Wait for the courtesy call to be answered
  - d. Hang up the telephone



- 2. To Deactivate
  - a. Dial \*73
  - b. Wait for confirmation tone
  - c. Hang up the telephone

#### **Remote Access to Call Forwarding**

This service allows a call forwarding subscriber to access and change their call forwarding configuration from any phone. Subscribers are provided with a telephone number to call Remote Access to Call Forwarding which can be called from any phone.

- 1. To Activate
  - a. Call 573-388-2006
  - b. Enter your Telephone Number and PIN (same PIN as used for voicemail) when prompted.
  - Enter the Call Forwarding Access Code you require (for example, to access Call Forwarding, enter \*72).
  - d. Configure the call service as for normal Call Forwarding configuration.

## **Call Forward Busy**

This feature forwards incoming calls to another number when the originally dialed



Feature can be provisioned via the web self care portal.

#### **Call Return**

This service allows the subscriber to return the most recent incoming call.

- 1. To return the last call
  - a. Press \*69.

## Call Block (Selective Call Rejection)

This service allows the subscriber to block the last incoming call by immediately dialing \*60 after hanging up the phone.



Feature can be provisioned via the web self care portal

## **Call Trace**

This service allows a subscriber to request a trace of the last incoming call. This information is provided to the Service Provider, not the subscriber, and may then be passed on to an appropriate authority.

1. To perform a trace on the current or last call, press \*57

## **Anonymous Call Rejection**

This service automatically rejects all calls from withheld numbers.

- 1. To enable Anonymous Call Rejection, press \*77
- To disable Anonymous Call Rejection, press \*87



Feature can be provisioned via the web self care portal.



#### **Three Way Calling**

This service allows a subscriber to call another party during an existing call and add that party to the call thus creating a three-way conversation.

- To add a third party to an active call, press the flash-hook and then dial the third party's number. If the third party answers, hit the flash-hook again to add both of you to the original call, connecting all three parties.
- If the third party does not answer or their line is busy, hit the flash-hook twice to rejoin the original call. If you hang up you will receive a ringback reminding you that the original call is still on hold, and can rejoin the call by picking up the phone. This service is known as Three Way Calling Ringback.

## **Call Waiting**

This service notifies a subscriber that a second call is on the line and allows the subscriber to switch between the calls. The called party is notified by a tone when the call is waiting.

- 1.When you hear a Call Waiting tone during a call, hit flash-hook to swap between the callers. If you hang up while a call is still on hold, you will receive a ringback reminding you to reconnect the call.
- 2. To disable Call Waiting for the next call only, press \*70 before the call.

## **Cancel Call Waiting Per Call**

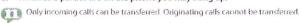
This service allows a Call Waiting subscriber to disable Call Waiting for an individual call, so that important calls are not interrupted.

- 1. To disable Call Waiting for the next call, press \*70 before the call.
- To cancel Call Waiting during an active call (when Three Way Calling is activated), press \*70 during the call
- To cancel Call Waiting during an active call when Three Way Calling is not activated, flash-hook and press \*70 during the call (assuming that global-level configuration supports this option).

#### **Call Transfer Disconnect**

Give the customers the ability to transfer an incoming call from their phone or to any phone number of their choosing.

- Answer the incoming call.
- 2. While on the phone with caller press the flash button.
- 3. Wait for the dial tone.
- 4. Dial the number to which to transfer the caller.
- 5. Hit flash button again.
- 6. When all 3 parties are on the phone you may hang up.



#### **Record OnCue**

With Big River's advanced network, you can record your important telephone calls.

- To begin recording, press the following keys on your telephone keypad in quick succession; \*\*0 \*\*.
- To stop the recording, press the following keys on your telephone keypad in quick succession; \*\*0 \*\*.



## Sim Ring (Simultaneous Ring)

This service allows up to 4 phones to ring at one time. When the call is picked up either by the customer or voicemail then the other phones stop ringing. At least one of the phone numbers must have service provided by Big River.

- 1. To activate, dial \*96
- To deactivate, dial \*97

Sim Ring is activated by default.

#### **Cell Phone Information**

✓ If a cell phone number is set up as one of the Sim Ring numbers and that cell is turned off then when the originating Sim Ring number is called it will go directly to voicemail on the cell phone after 1 ring.

## **Sim Ring Functionality**

Example: This customer has one number that rings to the 3 other lines.



Sim Ring will not work on a line with find Me Follow Me. Customer must choose one or the other.

## Find Me Follow Me (Sequential Ring)

This service provides a way for subscribers to configure additional numbers that will ring instead of or as well as the subscriber's own number, any of which can answer the call.

- 1. To enable Find Me Follow Me, press \*371
- To disable Find Me Follow Me, press \*372

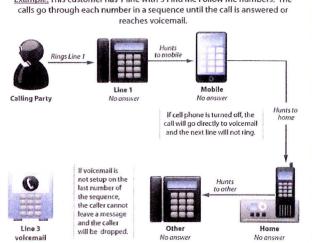


#### **Cell Phone Information**

 $\checkmark$  If there is a cell phone number as one of the Find Me Follow Me numbers and that cell is turned off when it hunts to that line it will go directly to volcemail on the cell phone.

## Find Me Follow Me Functionality

Example: This customer has 1 line with 3 Find Me Follow Me numbers. The calls go through each number in a sequence until the call is answered or







Find Me Follow Me will not work with Sim Ring. Customer must choose one or the other.

#### Do Not Disturb (DND)

This service allows the subscriber to block his or her line temporarily to prevent incoming calls. Outgoing calls can still be made as normal, but incoming calls are not connected; instead, the caller hears an announcement that the subscriber is not currently accepting calls.

- To enable DND, press \*78
- To disable DND, press \*79

#### Speed Dial

A 2-digit number that maps to a frequently used number such as: a close relative work, or any number of the customer's choosing.



Feature can be provisioned via the web self care portal.

#### Telebranch

Telebranch service automatically forwards calls to your main number from designated numbers outside your calling area. When you set up Telebranch service, we'll assign you a telephone number in the calling area(s) you choose (Big River must have numbers in the area you choose).



Long Distance Charges

The customer owning the Telebranch will be responsible for any applicable long distance charges associated with forwarding to that numbe

#### **Distinctive Ring**

This feature allows customers to have one line and two phone numbers. Each number rings with a distinctive pattern so the owner knows which number is being called. Typically, the original number rings with the standard ring pattern. Regardless of what ring pattern the called party hears; the calling party hears the standard ring pattern.

#### vFax

vFax stands for virtual fax. This feature allows you to receive incoming faxes directly to one or multiple email addresses. The person sending the fax sends it to a ten-digit number just like a traditional fax. However, instead of receiving it in paper form on your fax machine, it will show up in your email inbox.

Traditional fax lines can be converted into vFax lines, just call Customer Service.

## **Selective Call Acceptance**

This feature allows the subscriber to block the line temporarily to prevent any incoming calls that are not specifically permitted by the owner of the number. Outgoing calls can still be made as normal, but incoming calls from numbers that are not on the subscriber's configured list are not connected. Instead, the caller hears an announcement that the subscriber is not currently accepting calls.

1. To access Selective Call Acceptance, press \*64.



Feature can be provisioned via the web self care portal.



## Selective Call Forwarding

This service allows subscribers to select a list of calling numbers whose calls will automatically be forwarded. All calls from numbers on this list are forwarded on to a single alternative forwarding number.

To get to Selective Call Forwarding options dial "\*63"

- To add entry dial "#"
- 2. To remove entries dial "\*"
- 3. To hear entries in list dial "1"
- 4. To hear instructions again dial "0"

#### To add entry

- 1. Dial "\*63"
- 2. Dial "#"
- 3. Then it will ask you to enter in the 10-digit number you wish to forward and press "1"  $\,$
- 4. Then enter in 10-digit number that you want forwarded
- Or dial "01" to add last calling party
- 6. Then hit "#"

## To remove entries

- 1. Dial "\*63"
- 2. Dial the 10-digit number you wish to remove
- 3. To remove all entries dial "08"
- 4. To remove all anonymous entries dial "09\*"

## Turn off Selective Call Forwarding

- 1. Dial "\*63"
- 2. Dial"1"
- 3. Dial "3"
- t. Hang up

## **Headline News Line**

For those times you have no access to the Internet and you want the latest headline news just dial the Big River Newsline. A simple call to the Big River Newsline will access the Internet upon the receipt of your call and will read the latest news headlines.

1. To retrieve the latest news dial "314-225-2620" from your Big River telephone line.

## Caller ID Block Per Call

When you make a call your telephone number (including non-published numbers) will automatically appear to customers who subscribe to Caller ID service. When activated before dialing, your name and telephone number will not be transmitted to the party you are calling. This feature must be activated before every call.

1. To enable, press \*67

## Caller ID Block Per Line

This service is permanent on your line and blocks the Caller ID so when an outbound call is made the called party sees "private" instead of the Caller ID information. This feature is not set up by code. Provisioning has to set this for the customer.



#### Voicemail

## Setting up your mailbox

Access the voice messaging system:

- Dial your phone number or \*333, wait for your recorded message to begin playing, then press \*.
- Enter your pass code after the prompt, and then hit the 4 key. (Your default pass code is the last 4 digits of your phone number). (Please note you must change your pass code to something other than the last 4 digits of your phone number for security reasons. If you do not, your voicemail could become unusable).
- The following commands are available:
  - 1. Change Greeting
    - (1) Use system greeting
    - (2) Use personal greeting
    - (3) Create personal greeting
  - 2. Record Name
    - (2) Use recorded name
  - (3) Create recorded name
  - 3. Change Pass Code follow the prompts
  - 4. \*Exit

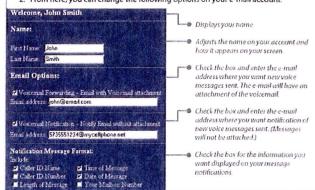
## Checking your messages via the telephone

Access the voice messaging system:

- Dial your phone number, wait for your recorded message to begin playing, then press \* and follow the prompts.
- . To listen, delete and save messages press the following key:
  - (1) Replay current message
  - (2) Skip current message
  - (4) Skips back 5 seconds while playing a message
  - (5) Skips ahead 5 seconds while playing a message
  - (7) Delete current message
  - (8) \*Exit

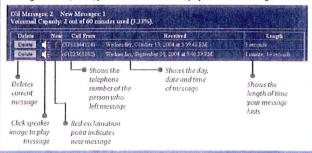
# **INTERNET ACCESS INSTRUCTIONS**

- 1. After logging onto the Internet site, go to the "settings" tab off the main screen.
- 2. From here, you can change the following options on your e-mail account:



## CHANGING YOUR SETTINGS

Click the messages button on your main screen to access voice messages. From the Messages Screen (below) you will be able to review, play and delete messages online.





## CHECKING YOUR MESSAGES

= Indicates these two feature cans work together on one line and will not interfere with each other's operations.

= Indicates these features will not work together. Customer has the ability to turn some features on and off from their phone's keypad.

# **Features Grid**

Features Grid See Hunting Feature Functionality for Basic Hunting																			
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# Schedule WEG-9 (NP)

This Schedule is HC in its entirety.