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March 31, 2000

**VIA FEDERAL EXPRESS**

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
301 West High Street, Room 530  
Jefferson City, MO 65102

**FILED<sup>2</sup>**  
APR 03 2000  
Missouri Public  
Service Commission  
TA 2000-191

**Re: Fidelity Communication Services I, Inc. – Local Exchange Tariff and  
Intrastate Access Tariff**

Dear Mr. Roberts,

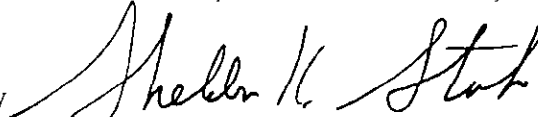
Enclosed are the original and five (5) copies of the Fidelity Communication Services I, Inc. ("Fidelity") Local Exchange Tariff, PSC MO. NO. 1 and Intrastate Access Tariff, PSC MO. NO. 2. The proposed effective date for each tariff is June 1, 2000. The tariffs are filed as a result of the certification of Fidelity as a competitive local exchange company in Case No. TA-2000-191 on December 2, 1999. A copy of these tariffs will be made available to all parties of record in this matter who request same. The tariffs filed herewith contain 109 and 17 pages, respectively.

We have enclosed one extra copy of each tariff which we would appreciate being date stamped upon receipt and returned to the undersigned in the envelope provided.

Thank you for your attention to this matter.

Yours very truly,

GREENSFELDER, HEMKER & GALE, P.C.

By   
Sheldon K. Stock

SKS/kka  
Enclosures  
383164.1

cc: Office of Public Counsel

200000900

**Fidelity Communications Services I, Inc.  
(A Competitive Telecommunications Company)**

**Local Exchange Tariff**

**For Telephone Service  
Applying to All Exchanges**

Issued: April 3, 2000

Effective: June 1, 2000

Issued: By:

John Colbert, Senior Vice President  
Fidelity Communications Services I, Inc.  
64 N. Clark  
Sullivan, MO 63080

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WAIVER OF STATUTES

Statutes

392.210.2	Uniform System of Accounts
392.270	Valuation of Property
392.280	Depreciation Accounts
392.290.1	Issuance of Securities
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4 CSR 240-10.020	Depreciation Fund Income
4 CSR 240-30.040	Uniform System of Accounts
4 CSR 240-35	Reporting of Bypass and Customer Specific Arrangements

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**EXPLANATION OF SYMBOLS**

- (C) Change in Regulation
- (D) Discontinued Rate, Regulation or Text
- (I) Increase in Rate
- (N) New Rate, Regulation or Text
- (R) Reduction in Rate
- (T) Change in Text but no change in Rate or Regulation

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**APPLICATION**

The rules and regulations specified herein apply to the intrastate services and facilities furnished by Fidelity Communications Services I, Inc. hereinafter referred to as the Telephone Company, or Company, or FCSI. The Company operates as a competitive telecommunications company. Failure on the part of the subscribers to observe the rules and statutes of the Missouri Public Service Commission, after due notice of such failure, gives the Telephone Company the privilege to discontinue the furnishing of service.

In the event of a conflict between any rate, rule, regulation or provision contained within this tariff and any rule or statutes of the Missouri Public Service Commission, the rule or statutes of the Missouri Public Service Commission shall prevail.

Services contained in this tariff will be provided as a combination of facilities based, resale of services only, and leasing of unbundled local loops from the Incumbent Local Exchange Carrier (ILEC).

Except as noted otherwise, this tariff applies to all exchanges of the Company, and it applies to both residential and business services.

The exchanges served by Fidelity Communications Services I, Inc. are as follows:

Rolla

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**OBLIGATION AND LIABILITY OF TELEPHONE COMPANY****A. Availability of Facilities**

The Telephone Company's obligation to furnish telephone service is dependent upon its ability to secure suitable facilities and to provide such service without unreasonable expense subject to 4 CSR240-32.

**B. Interruptions of Service**

If service is interrupted for more than 48 hours after interruption is reported to the company, other than by the negligence or willful act of the subscriber, an allowance at the minimum rate for the telephone facilities and class of service affected at the time of the interruption shall be made for the time such interruption continues, after notice and demand to the Company. No other liability shall in any case attach to the Company on account of interruptions of service.

**C. Directory Errors and Omissions**

The Telephone Company, except as provided herein, shall not be liable for damage claimed on account of errors in or omissions from its directories nor for the result of the publications of such errors in the directory nor will the Telephone Company be a party to controversies arising between subscribers or others as a result of listings published in its directories.

In the cases of extra listings in the alphabetical section of the directory for which a charge is made, the Telephone Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues.

**D. Transmitting Messages**

The Telephone Company does not transmit messages but offers the use of facilities for communications between patrons. If because of transmission difficulties the operator, in order to accommodate the subscriber, repeats messages, no liability shall attach to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between subscribers because of the errors.

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**OBLIGATION AND LIABILITY OF TELEPHONE COMPANY – Continued****E. Use of Connecting Company Lines**

When suitable arrangements can be made, lines of other local exchange carriers or interexchange carriers or other companies may be used in establishing wire connections to points not reached by this Company.

**F. Adjustment of Charges**

In the adjustment of charges for overbilling by the Telephone Company, a refund will be made of the full amount of excess charges, not to exceed a period of three-years when such amount can be determined. When the period during which overbilling has been effective cannot be fixed or the exact amount of overbilling determined from available records, the maximum refund will not exceed an estimated amount equal to such overbilling for a three-year period.

In case of underbilling, the Telephone Company reserves the right to back bill for the deficiency charges up to a period of three-years.

**G. Maintenance and Repairs**

The Company shall bear the expense of all repair and maintenance of its facilities, except where damage or destruction of its facilities are due to the acts or omissions of the subscriber or other parties. Only the Company or its agents are authorized to rearrange, remove, or disconnect any Company facilities.

**H. Equal Access**

The Company will allow customers the choice of intraLata and interLata interexchange carriers.

**I. Indemnification**

The customer indemnifies and saves the Telephone Company harmless against the following:

1. Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
2. Any defacement or damage to the customer's premises, resulting from the existence of the Company's facilities, for example, demarcation point and drop on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.

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**OBLIGATION AND LIABILITY OF TELEPHONE COMPANY - Continued****I. Indemnification - Continued**

3. Any accident, injury or death occasioned by its equipment or facilities when such is not due to negligence of the Company.
4. Claims for libel, slander or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
5. Liability for failure to provide service.
6. The Telephone Company will make reasonable efforts to cure any material failure to provide service caused solely by year 2000 defects in Telephone Company hardware, software or systems. Due to the interdependence among telecommunications providers and the interrelationship with non-Telephone Company processes, equipment and systems, the Telephone Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) the Customer; (2) other telecommunications providers; (3) customer premises equipment; or (4) third party suppliers such as power companies, software companies, and equipment manufacturers. In addition, the Telephone Company does not ensure compatibility between Telephone Company and non-Telephone Company services used by the customer.
7. The Telephone Company will not be liable for any consequential, incidental or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental and indirect damages include, but are not limited to lost projects, lost revenues and loss of business opportunity, whether or not the Telephone company was aware or should have been aware of the possibility of these damages.

**J. Number Portability**

The Company will make a long-term database method for number portability available within 6 months after a specific request by another telecommunications carrier in areas in which the Company operates, consistent with the requirements of 47CFR52.23.

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**OBLIGATIONS OF THE CUSTOMER****A. Conditions for Use**

Service may be used for the transmission of information to/from the Customer provided that:

1. The Customer has entered into an agreement with the Company;
2. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of the Tariff and the contract entered into between the Customer and the Company.

**B. General Obligations**

The Customer shall be responsible for:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.
2. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or their agents.
3. Reimbursing the Company for any loss caused by the theft of facilities installed on the Customer's or User's premises.
4. The provision of the power, wiring, and outlets required to operate the Facilities installed on the Customer's or User's Premises.
5. Providing, maintaining and installing all terminal equipment on the Customer premises side of the network interface. The Customer shall assure that the equipment does not cause electrical hazards to Company equipment, personnel or damage the Company-provided facilities or network terminating equipment. The Customer-provided equipment shall meet applicable Federal Communications Commission's Rules and Regulations and will allow for the testing of Company Facilities.
6. Providing necessary easements or rights of way on its property to allow the Company to install its facilities to the customers location.

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**OBLIGATIONS OF THE CUSTOMER – Continued****B. General Obligations – Continued**

7. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the Facilities.
8. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
9. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of a agent's authority shall not be binding on the Company.
10. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.

**C. Payment of Rates and Charges**

1. The Customer is responsible for payment of all rates and charges as specified in this Tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. The Company will submit invoices to the Customer each month, which are due and payable upon receipt at the Customer's general office or at such other places as may be designated by the Customer. Invoices not paid within twenty-one (21) days are subject to late charges. In addition, failure to pay any past due amounts may result in discontinuance of service as described in Section 16 of this Tariff.
2. The Company may require a deposit if the customer is unable to establish a good credit rating, or if the customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months' service based on the average bill during the preceding twelve months or in the case of new applicants, two months' average monthly bill for all subscribers within a customer class. The deposit shall bear interest at a rate of 9 % simple interest per annum, and will be returned upon satisfactory payment of all undisputed charges during the last 12 billing periods, or discontinuance of service. The Telephone Company may withhold the refunding of a deposit pending the resolution of a dispute with respect to charges secured by such deposit.
3. At the time an application for service is made, an application may be required to pay an amount equal to at least one month's service and/or service connection charges, which will be applicable to the customer's account on the first bill rendered.

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**OBLIGATIONS OF THE CUSTOMER (Cont'd)**

**C. Payment of Rates and Charges (Cont'd)**

4. There shall be added to the Customer's bill a surcharge equal to the prorata share of any franchise, occupation, business, license, excise, privilege or other similar tax, fee or charge now or thereafter imposed upon the Company by any taxing body or authority, whether by statute, ordinance, law or otherwise in the provision of any service. All fees other than taxes and franchise fees under state jurisdiction will be submitted to the Commission for approval.

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**USE OF SERVICE AND FACILITIES****A. Provision of Equipment**

All equipment necessary for the provision of a given service will be furnished and owned by the Company except as provided elsewhere in this Tariff. The customer may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the customer at a suitable outlet when and where required.

Equipment not owned by the Company may be attached to the facilities of the Company as provided in this Section. In the event that unauthorized attachment or connection is made, the Company shall have the right to discontinue the service.

The provisions of the preceding shall not be construed or applied to bar a customer from using customer provided equipment (CPE) which serve his convenience, provided any such device so used does not:

1. Endanger the safety of Company employees or the public.
2. Damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, unless as provided for elsewhere in this Tariff.
3. Interfere with the proper functioning of such equipment or facilities.
4. Impair the operation of the communication system.
5. Otherwise injure the public in its use of the Company's services.

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**USE OF SERVICE AND FACILITIES – Continued****B. Customer Provided Equipment And Inside Wire**

Customer-provided equipment and/or inside wire may be connected at the customer's premises to facilities of the Company for use with local exchange service in compliance with FCC regulations.

Customers may connect equipment, systems and/or wire registered or grandfathered by the FCC directly to the Company network.

The General Regulations contained in this section of the Tariff apply when the customer elects to provide his own equipment and/or inside wire. In any instance where the Tariff of the Company conflicts with an effective order of the FCC, the FCC order will have precedence.

**Responsibility of the Customer**

1. A customer desiring to connect customer-provided equipment to the exchange and message toll network must make application to the Company. Such application may be made orally prior to the desired in-service date or any date thereafter if requested by the company and shall include the following:
  - (a) The type and manufacture of each item of the grandfathered equipment or the registration number and ringer equivalence of the registered equipment.
  - (b) The number of CPE instruments to be connected.
2. Upon notification from the Company that the customer-provided equipment or inside wire is likely to cause harm, the customer shall make such change as is necessary to remove such harm. Failure to make such change will result in disconnection of service until such change is completed to the satisfaction of the Company.
3. The customer may be required, as a condition of service, to pay in full all sums due the Company including, but not limited to, customer activity charges, termination charges, minimum charges, and reimbursement for loss or damage to Company facilities as may apply.
4. A customer must subscribe to, and be capable of providing operation for, sufficient quantities of local exchange service lines to provide adequate access to his customer-provided equipment and/or inside wire in accordance with accepted communications industry standards.

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**USE OF SERVICE AND FACILITIES – Continued****B. Customer Provided Equipment And Inside Wire – Continued**

## Responsibility of the Customer – Continued

5. The customer must provide all of the terminal equipment and/or inside wire on the customer's side of the point of demarcation between Company owned equipment and customer-owned equipment.
6. Use of Company facilities or service in connection with any device for recorded public announcements is subject to the following conditions:
  - (a) For purposes of identification, customers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
  - (b) Customers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.
  - (c) Non-published telephone service will not be furnished for use with recorded public announcements.
7. Customer-provided systems, equipment, and inside wire must comply with the requirements of Part 68 of the Rules of the Federal Communications Commission.

## Responsibility of the Company

1. The Company shall not be responsible to the customer for changes in the technical criteria or in any of the facilities, operations or procedures initiated by the Company or appropriate regulatory agencies which might render any CPE obsolete or require modification or alteration of such equipment or otherwise affect its use or performance. The Company will make a reasonable effort to notify a customer in advance of changes in technical criteria, operations or procedures, which might affect CPE or systems.
2. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications systems, equipment, or inside wire.

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**USE OF SERVICE AND FACILITIES – Continued****C. Use of Subscriber Service**

Local exchange telephone service, is furnished only for the use by the subscribers, their families, and associates. Telephone service cannot be obtained by the use of extension service from existing service.

**D. Abuse Or Fraudulent Use of Service**

Local exchange service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may disconnect service, which is used in such a manner as listed below. In case of such disconnection, the Company will immediately attempt to notify the customer.

Abuse or fraudulent use of service includes the following:

1. The use of service used in such a manner as to interfere with the service of other telephone users.
2. The use of service for any purpose other than as a means of communication.
3. Tampering with company equipment for the purpose of obtaining service without payment of charges applicable to the service rendered by the Company or common carriers using the Company's facilities.
4. The impersonation of another individual with fraudulent or malicious intent.
5. The use of service which is objected to, by or on behalf of any governmental authority on the grounds that such service is to be used for illegal purposes.
6. Listing incorrect or incomplete information on application for service forms or while applying for service.

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**ESTABLISHMENT AND FURNISHING OF SERVICE****A. Application For Service**

Applications for service must be made on the Company's standard form, which becomes a contract when accepted by the Company, or upon the establishment of service. The Company reserves the rights to require applicants for service to pay in advance at the time application is made, all charges accruing for the first billing period for exchange service and equipment, and the service connection charge if applicable. The terms and conditions specified in such contracts are subject to all provisions of this and other applicable tariffs. Any change in rates, rules or regulations shall act as a modification of the contract to that extent, without further notice.

Requests from subscribers for additional service, equipment, etc., may be made verbally, if the original contract provides for such additional service and equipment as may be ordered, and no advance payment will be required. A move from one location to another (Outside Move) within the same Exchange Area is not considered to terminate the contract and orders for such moves may be made verbally.

**B. Telephone Numbers**

The Company may change any or all numbers or the central office associated with such number whenever it deems it necessary in prudently conducting its business. Should it become necessary to make such a change, the Company will provide reasonable notice of the effective date and reason for the change.

If available, telephone numbers may be reserved for future use as requested by the customer. The telephone company reserves the right to change or use the reserved telephone number or central office designation, or both, whenever it deems it advisable in the conduct of its business to do so. Should it become necessary to change telephone numbers or central office designation, the customer will be given 30 days notice of this cancellation. A monthly charge of \$2.50 applies for each reserved number.

The applicable service connection charges apply on all telephone number changes made at the subscriber's request.

**C. Alterations**

The subscriber agrees to notify the Company promptly whenever any alterations or new construction on premises owned or leased by him will necessitate changes in the Company's wiring or equipment; and the subscriber agrees to pay the Company's current charges for such changes.

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**ESTABLISHMENT AND FURNISHING OF SERVICE – Continued****D. Payment For Service**

The subscriber is required to pay all charges for exchange services and facilities, and for toll messages in accordance with provisions contained in this tariff. The subscriber is held responsible for all charges for telephone service rendered at his telephone, both exchange and toll, including charges for toll messages on which the charges have been reversed.

**1. Billing**

The Company issues bills on a monthly basis with bills received by the customer on or about the same day each month. The bills are payable upon presentation.

Customers generally are provided one copy of the regular monthly bill. Additional copies of bills no more than three years old may be provided at a charge of \$5.00 per bill copied. Failure to receive a bill does not relieve a customer of the responsibility for payment for telephone service.

The Company will not alter the billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a customer requests a number or billing change or when the customer disconnects and reconnects service or transfers service from one premises to another.

The Company charges \$2.00 for delinquent past due balances.

The Company sets forth the following on bills:

- a. the number of access lines for which charges are stated.
- b. the beginning or ending dates of the billing period
- c. the date the bill becomes delinquent if not paid on time
- d. the unpaid balance (if any)
- e. the amount for basic service and an itemization of the amount due for toll service, if applicable, including the date and duration of each toll call
- f. an itemization of the amount due for taxes, franchise fees, Relay Missouri surcharge, 911 surcharges (if applicable) and other surcharges as may be necessary and appropriate.

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**ESTABLISHMENT AND FURNISHING OF SERVICE – Continued****D. Payment for Service (Cont'd)**

- g. the total amount due
- h. if applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated.
- i. a telephone number where inquires may be made
- j. if a deposit is held by the company

During the first billing period in which a residential customer receives service, the Company provides each customer an itemized account of the charges for the equipment and service for which the customer has contracted.

Customer shall pay all sales, use, gross receipts, excise, access, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on the company's net income) subject to the commission's approval. Such taxes shall be separately stated on the applicable bill. Surcharges or billing line items other than taxes and jurisdictional franchise fees must be authorized in tariffs approved by the Commission.

**2. Collections**

The bill becomes delinquent twenty-one (21) days after the billing date, except when the customer has had service discontinued for non-payment of an undisputed delinquent charge within the past twelve (12) months, or where the customer incurs toll or other charges at any time during the billing period which are equal to at least 400 percent of the amount of the deposit or guarantee previously required from the customer, in which case payment may be demanded for the toll charges in less than twenty-one (21) days. If the toll charges remain unpaid for ten (10) days after such demand, or twenty-one (21) days from the billing date, whichever is less, such charges will be deemed delinquent. Service may be discontinued by the Company on all delinquent accounts.

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Sullivan, MO 63080

**ESTABLISHMENT AND FURNISHING OF SERVICE- Continued****D. Payment for Services - Continued****2. Collections - Continued**

A "reconnection" charge of \$20.00 is applicable to each reconnection of service which has been discontinued for non-payment of charges due. No allowance will be made for loss of service during the period service is disconnected before the completion of an order to terminate the service. Subsequent to the completion of an order to terminate the service, it may be at the option of the Telephone Company to re-establish only on the basis of a new application.

**3. Subscriber about to Vacate Premise**

The Company will hold a subscriber about to vacate a premise responsible for all services rendered up to and including the date specified by the subscriber for the discontinuance of service.

**E. Unusual Installation Costs**

Where special conditions or special requirements of the subscribers involve unusual construction or installation costs, the subscriber may be required to pay a reasonable proportion of such costs.

**F. Line Extensions**

Lines will be extended for permanent customers in accordance with the guidelines established in Special Construction section of this tariff.

Where required by the conditions, applicants may be required to provide to the Company suitable private right-of-way.

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Issued By:

John Colbert, Senior Vice President  
Fidelity Communications Services I, Inc.  
64 N. Clark  
Sullivan, MO 63080

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**DEFINITIONS**

APPLICANT

Any person, partnership, cooperative corporation, corporation, lawful entity, or any combination thereof requesting service from Fidelity Communications Services I, Inc.

ACCESS LINE

See "Central Office Access Line".

CENTRAL OFFICE ACCESS LINE

A circuit extending from the central office equipment up to and including the demarcation point located on the customer's premises. Central Office access line service includes tone dial service, toll free calling to any other customer residing within the same local exchange calling area of the incumbent local exchange telephone company and 1+ access to their interexchange carrier of choice for both InterLATA and IntraLATA long distance services. (Commonly referred to as presubscription.)

CHANNEL

The term "Channel" designates the electrical path provided by the Telephone Company between two or more locations.

CIRCUIT

The term applies to a channel used for the transmission of electrical energy in the furnishing of telephone service.

CONNECTING COMPANY

A corporation association, partnership or individual owning or operating one or more exchanges and with whom traffic is interchanged.

CUSTOMER

Any person, firm, partnership, corporation, municipality, cooperative, organization, governmental agency, etc. provided with services by Fidelity Communications Services I, Inc.

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**DEFINITIONS – Continued**CONTRACT

The term "Contract" refers to the service agreement between a subscriber and the Telephone Company under which service and facilities are furnished in accordance with the provisions of the Tariffs applicable.

DEMARCATION POINT

The point of connection, provided and maintained by the telephone utility to which the station wiring become dedicated to any individual customer's use. For an individual customer dwelling, this point of connection will generally be the modular jack incorporated into the customer side of the Network Interface Device (NID) or Remote Service Unit (RSU) . The drop wire and the network protector will continue to be provided by, and remain the property of, the telephone company. The demarcation point is usually the point at which the telephone company wiring connects with the customer's wiring.

EXTRA LISTING

An extra listing is any listing of a name or information in connection with a subscriber's telephone number beyond that to which he is entitled in connection with his regular service.

INDIVIDUAL CASE BASIS

Rates for Dedicated Access, Private Lines and Centrex services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

INDIVIDUAL LINE

A Central Office Access Line to provide one-party service. (Not a private branch exchange trunk.)

INSTALLATION CHARGE

A nonrecurring charge made at the time of installation of communications service or facilities, which may apply in place of or in addition to Service Charges and other applicable charges for service.

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**DEFINITIONS-Continued**

LOCAL EXCHANGE SERVICE

Telecommunications within a local service area in accordance with the provisions of the Company's Tariffs.

LOCAL MESSAGES

A Local Message is a communication between subscribers located within the same Exchange Area.

LOCAL SERVICE AREA

That area throughout which a subscriber to local exchange service, at a given rate, can call other subscribers without the payment of a toll charge. FCSI concurs with the incumbent local exchange carriers local calling area.

NETWORK INTERFACE DEVICE (NID) OR REMOTE SERVICE UNIT (RSU)

A device wired between the telecommunications protector and the inside wiring to isolate the customer's equipment from the network.

PREMISES

All of the building or the adjoining portions of a building occupied and used by the subscriber or all of the buildings occupied and used by the subscriber as a place of business or residence, which are located on a continuous plot of ground not intersected by a public highway.

PRIVATE BRANCE EXCHANGE TRUNKS

(See Central Office Access Line)

PRIVATE LINE

A circuit provided to furnish communication between two or more instrumentalities directly connecting to it. Such instrumentalities do not have access to the general exchange and interexchange networks.

**DEFINITIONS-Continued**

SUBSCRIBER

As used in this Tariff, a separate subscriber is involved at each location, or continuous property, where service is furnished. One individual or firm therefore may be considered as two or more separate subscribers even in the same Exchange. The privileges, restrictions and rates established for a subscriber to any class of service are limited to the service at one location; and no group treatment of service at separate locations, furnished to one individual or firm, is contemplated or to be implied, except when definitely provided for in the schedules.

TOLL MESSAGE

A message from a calling station to a station located in a different local service area.

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**STATEMENT OF CUSTOMER'S RIGHTS AND RESPONSIBILITIES**

Pursuant to Missouri Public Service Commission Rule 240-33.060 (3), the company will provide its Customers with the following information, at the time service is established:

**A. Rights and Responsibilities of Missouri Residential Telephone Customers**

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone Customer.

**B. Your Telephone Bill**

You will receive a telephone bill from us each month. FCSI provides basic local telephone service (including access to 911, where available), long distance service (including collect calls) and certain custom calling services. Payment in full is due within 21 days of the date of the bill. If we do not receive your payment within 21 days, your service is subject to disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

**C. Payment Arrangements**

Payment may be sent to FCSI. Payment for service may be made by check, or may be paid in cash at an authorized location. If you are temporarily having difficulty paying your telephone bill, please call FCS I immediately at 1-800-392-8070. By doing this, you may avoid having your phone service disconnected or terminated.

**D. Disconnection or Termination of Telephone Service**

Your telephone service is subject to disconnection or termination for any of the reasons listed below. If service is terminated, a new telephone number will be assigned and you will be required to pay installation charges again. If service is disconnected, your telephone number is reserved for 10 days and you will not be charged installation charges again.

1. Nonpayment of an undisputed delinquent account. Your service will not be discontinued for nonpayment of a delinquent charge until FCSI has notified you in writing at least 10 days in advance of the discontinuance.. Additionally, FCS I will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your telephone service.
2. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.

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**STATEMENT OF CUSTOMER'S RIGHTS AND RESPONSIBILITIES (Cont'd)**

**D. Disconnection or Termination of Telephone Service (Cont'd)**

3. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
4. Misrepresentation of identity in obtaining telephone utility service.
5. Incurs charges and evidences an intent not to pay such charges when due.

**E. Reconnection of Service**

After local telephone service has been disconnected or terminated, FCSI will restore your service when the reason for the disconnection or termination has been remedied. Before restoring your service, the following will be required:

1. Payment for all undisputed amounts must be received by FCSI.
2. Installation charges must be paid again if your service has been terminated. Installation charges will not be charged if your service has been disconnected, but the reconnection charge will apply.
3. One month's advance payment and/or a deposit has been made.

**F. Procedures for Handling Inquiries and Complaints**

Telephone inquiries may be directed to FCS I at 1-800-392-8070. Written inquiries may be directed to 64 N. Clark, Sullivan, Missouri 63080.

**G. Filing a Complaint with the Missouri Public Service Commission**

If FCS I cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 301 West High Street, 5<sup>th</sup> Floor, Jefferson City, MO 65101, toll free at 1-800-392-4211 to file an informal complaint.

If your complaint cannot be resolved informally, you may file a formal complaint, in writing, with the Missouri Public Service Commission at their mailing address: P.O. Box 360, Jefferson City, Mo. 65102.

Also, the Missouri Office of the Public Counsel, representing the public before the Public Service Commission, has an office at 301 West High Street, 2<sup>nd</sup> Floor, Jefferson City, MO. 65101. The Public Counsel's telephone number is 1-573-751-4857.

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**ESTABLISHMENT AND MAINTENANCE OF CREDIT****A. Establishment Of Credit**

The Telephone Company is not obligated to furnish service to any individual or firm that has an unpaid and undisputed delinquent account for service previously rendered by the Company at the same or different address, until arrangements have been made to liquidate such previously indebtedness to the Company.

**B. Deposits**

The Company may require an applicant or an established customer to make a deposit to be held by the Company as a guarantee of the payment of charges subject to the following conditions:

The applicant is unable to establish that he has had a previous account with a telephone utility for a period of at least twelve (12) months for which all undisputed charges were satisfactorily paid or,

The applicant has not previously had telephone service for a twelve (12) month period and does not meet at least two of the following criteria:

1. Has a valid major national charge card.
2. Has a valid major national oil company charge card.
3. Home ownership (excluding mobile homes).
4. Has a local charge card.
5. Has been employed two years or more with the same employer.
6. Has an existing loan from a financial institution not considered delinquent by the creditor.

A present customer may be required to post a deposit as a condition of continued service if undisputed charges in two (2) of the last twelve (12) billing periods have become delinquent or the customer has had service discontinued at any time during the preceding twelve (12) billing periods.

An applicant for service, or a present customer, may satisfy a deposit requirement by providing a Contract of Guarantee in an amount not to exceed the requested deposit, from a present customer with the telephone company, with at least two years of established service whose service has not been suspended for non-payment within the last twelve (12) months. The guarantee contract shall be on a form provided by the Telephone Company which shall include the Company's right to transfer charges to the limit of the guarantee, from a defaulted bill of the customer from whom a deposit or a Contract of Guarantee was required, to the guarantor's account or accounts and the further right to suspend the guarantor's service. A guarantor shall be released upon satisfactory payment by the customer of all undisputed charges during the last twelve (12) billing periods.

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**ESTABLISHMENT AND MAINTENANCE OF CREDIT****B. Deposits – Continued**

The Company shall permit a customer, concurrent with the beginning of service, to post a deposit in two (2) equal monthly installments or as otherwise agreed upon.

The Telephone Company will not require a deposit or contract of guaranty because of race, sex, creed, national origin, marital status, age, number of dependents, source of income, condition of physical handicap, or geographical area of residence of a customer or potential customer.

The amount of deposit for a new applicant will be twice the average monthly bill for all subscribers within the customer class. If, within the first six (6) months of establishing service, the customer incurs toll or other charges in any one (1) billing period which are greater than 400% of the amount of the deposit previously required, an additional deposit may be required.

The amount of deposit for a present customer will be twice that customer's average monthly billing for exchange and long distance charges. The average monthly billing will be based on the actual billing for Fidelity Communications Services I, Inc. The amount of deposit will be based upon the immediate months preceding the request for the deposit, not to exceed twelve (12) months.

Upon discontinuance or termination of service, the deposit and accrued interest will be credited to the charges stated on the final bill and the balance, if any, shall be returned to the customer within twenty-one (21) days of the rendition of such final bill.

Upon satisfactory payment of all undisputed charges during the last twelve-(12) billing periods, the deposit and accrued interest will be promptly refunded or credited against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. The Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by such deposit.

On deposits held thirty (30) days or more, simple interest at the rate of nine percent (9%) per annum shall be credited annually to the account of the customer or paid upon return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the customer.

A guarantor shall be released upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute.

The fact that a deposit has been made, or a guarantee provided, shall in no way relieve the applicant or the discontinuance of service for nonpayment of any charges due the Company for services rendered. The Company may discontinue service to any customer failing to pay undisputed delinquent charges without regard to the fact that such customer has made a deposit with the Company to secure payment of such charges or has furnished the Company with a guarantee in writing of such charges.

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**ESTABLISHED AND MAINTENANCE OF CREDIT-Continued****C. Discontinuance Of Service For Failure To Establish Or Maintain Credit**

Service may be disconnected for any of the following reasons:

- (1) Non-payment of an undisputed delinquent charge.
- (2) Service may be discontinued for failure to post a required deposit or guarantee after the Telephone Company has furnished five days written notice to the customer requiring the customer to furnish such deposit or guarantee. Service shall not be discontinued on a day when the offices of the Telephone Company are not available to facilitate reconnection of the service, or on a day immediately proceeding such day. If, in the judgement of the Telephone Company, unusual risk of financial loss exists, service may be suspended after forty-eight hours' written notice has been furnished to the customer.
- (3) Failure to substantially comply with the terms of a settlement agreement.
- (4) Refusal, after reasonable notice, to permit inspection, maintenance, or replacement of the Company's facilities.
- (5) Material misrepresentation of identity in obtaining telephone service.
- (6) Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- (7) As provided by federal or state law.

The failure to pay charges not subject to Commission jurisdiction, except as noted above, will not constitute cause of discontinuance.

Subject to the requirements of governing tariffs, service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service will not be discontinued on a day when the offices of the Telephone Company are not available to facilitate reconnection of service, or on a day immediately proceeding such a day.

Service will not be discontinued for the reasons above unless written notice by the first class mail is sent or delivered to the customer ten (10) days prior to the date of the proposed discontinuance. A notice of discontinuance will not be effective if a customer has pending with the Telephone Company a complaint concerning the charge upon which the notice is based.

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**ESTABLISHMENT AND MAINTENANCE OF CREDIT-Continued****C. Discontinuance Of Service For Failure to Establish Or Maintain Credit-Continued**

Twenty-four (24) hours prior to discontinuance the Telephone Company will make a reasonable effort to contact the customer and advise him of the proposed discontinuance and what steps must be taken to avoid the discontinuance.

Notwithstanding any other provisions of this or other governing tariffs, the Telephone Company will postpone a discontinuance for a time not in excess of twenty-one (21) days if the telephone is necessary to obtain emergency medical assistance for a person residing where the telephone service is provided and where such person is under care of a physician. Any person who alleges such emergency will, if requested, provide the Telephone Company with reasonable evidence of such necessity.

Notwithstanding any other provisions of this or other governing tariffs, service to a customer may be discontinued at any time after written notice has been sent by certified mail to the customer at his last known address and at the address where the service to be discontinued is provided if such customer:

1. Incurs charges not covered by a deposit or contract of guarantee and evidences an intent not to pay such charges.
2. Damages or evidences an intent to damage Telephone Company equipment.

This notice shall state how the customer has evidenced an intent not to pay charges when due or evidenced an intent to damage telephone utility equipment.

**D. Restoral of Service Charges**

Where service has been discontinued for failure to maintain credit as specified above, the restoral of service charge will be made and collected by the Company.

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**APPLICATION OF BUSINESS AND RESIDENCE SERVICE**

The Applicability of business and residence rates is governed by the actual or obvious use made of the service. The use to be made of the service will be as ascertained from the applicant at the time of application for service.

**A. Business Service**

In offices, stores, factories, mines, and all other places of a strictly business nature.

In boarding houses, except as noted under B below, offices of hotels, and offices of apartment buildings; quarters occupied by clubs, or lodges, public, private or parochial schools or colleges, hospitals, libraries, churches, and other similar institutions.

At residence locations when the subscriber has no regular business telephone and the use of the service either by themselves, members of his household, his guests, or parties calling him can be considered as more of a business than of a residence nature, which fact might be indicated by advertising either by business cards, newspapers, handbills, billboards, circulars, motion pictures, screens, or other advertising matter, such as on vehicles, etc., or when such business use is not such as commonly arises and passes over to residence telephone during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.

At residence locations, when an extension station or extension bell is located in a shop or other place of business.

In college fraternity houses.

In any location where the listing of service at that location indicates a business, trade or profession, except as specified under B below.

Where the place of business and the residence of a subscriber are on the same premises and no telephone is installed in the place of business, the rate shall be charged for the telephone installed in the residence.

**B. Residence Service**

In private residence where business listings are not provided.

In private apartments of hotels, rooming houses, or boarding houses where service is confined to the subscriber's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.

In the place of residence of a clergyman or nurse, in the place of residence of a physician, surgeon or other medical practitioner, dentist or veterinary, provided the subscriber does not maintain an office in the residence.

In the Pastor's Study of a church when it is listed as Pastor's Study.

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**INITIAL CONTRACT PERIODS-FOR BASIC LOCAL TELEPHONE SERVICE**

Except as hereinafter provided, the initial (or minimum) contract period for all services and facilities is one month at the same location. The rate for one full month of service including connection and applicable toll charges shall apply on service for less than the minimum service period.

The length of contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the subscribers to the day the succeeding directory is first distributed to subscribers.

The Telephone Company may require a contract period longer than one month at the same location for unusual construction necessary to meet special demands, and involving extra costs.

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**TERMINATION OF SERVICE**

In the case of basic local telephone service, service may be terminated prior to the expiration of the initial contract period upon notice being given to the Telephone Company, and upon payment of the termination charges given below, in addition to all charges due for service which has been furnished.

In the case of service for which the initial contract period is less than one month, charges for one full month shall apply.

In the case of directory listings where the listings has appeared in the directory, the charges due to the end of the directory period, except that in the following cases charges will be continued only to the date of termination of the extra listing, subject however, to a minimum charge for one month:

1. The contract for the main service is terminated
2. The listed party becomes a subscriber to some class of exchange service.
3. The listed party moves to a new location.
4. The listed party dies.

Contracts for periods of longer than one month covering services whose installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period or the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber.

Service may be terminated after the expiration of the initial contract period, upon the Telephone Company being notified, and upon payment of all charges due to the date of termination of service.

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**DISCONTINUANCE OF SERVICE**

Service may be discontinued for any of the following reasons:

1. Non-payment of an undisputed delinquent charge.
2. Failure to post a required deposit or guarantee.
3. Unauthorized use of the telephone company's equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
4. Failure to substantially comply with the terms of a settlement agreement.
5. Refusal after reasonable notice to permit inspection, maintenance, or replacement of the telephone company's equipment.
6. Material misrepresentation of identity in obtaining telephone utility service.
7. As provided by state or federal law.

The failure to pay charges not subject to Commission jurisdiction shall not constitute cause for discontinuance of service except as stated above.

Customers shall have a minimum of 21 days from the rendition of a bill to pay the charges stated.

A written disconnect shall be sent by first class mail ten (10) days prior to discontinuance of service. A Late Payment Charge will be applied to each customer's account receiving a disconnect notice. This charge is to compensate for the additional administration expenses associated with these accounts.

Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the telephone company are not open to facilitate reconnection of service, or on a day immediately preceding such day. Service shall not be discontinued for non-payment of a delinquent charge until ten (10) days after a charge has become delinquent.

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**DISCONTINUANCE OF SERVICE – Continued**

At least twenty-four (24) hours preceding a discontinuance of service the telephone company shall make an effort to contact the subscriber and advise them of the discontinuance and what action must be taken to avoid it.

Discontinuance of service shall be postponed for a time not in excess of twenty-one (21) days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under the care of a physician. Any person who alleges such emergency shall, if requested, provide the telephone company with reasonable evidence of such necessity.

Notwithstanding any other provisions of this tariff, service to a customer may be discontinued at any time after written notice has been sent, certified mail, to such customer at his last known address and at the address where the service to be discontinued is provided such customer.

1. Incurs charges not covered by a deposit or guarantee and evidences an intent not to pay such charges when due; or
2. Damages or evidences an intent to damage telephone utility equipment, property or personnel.

The notice required by this section of this rule shall state how a customer has evidenced an intent not to pay charges when due or evidences an intent to damage telephone utility equipment.

Notices of Discontinuance shall contain the following information:

1. The name and address and the telephone number of the customer.
2. A statement of the reason for the proposed discontinuance and the cost (to the customer) for reconnection.
3. The date after which service will be discontinued unless appropriate action is taken.
4. How a customer may avoid the discontinuance.
5. The customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full.
6. The telephone number where the customer may make an inquiry.

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**DISCONTINUANCE OF SERVICE – Continued**

7. A statement that this notice will not be effective if the charges involved are part of an unresolved dispute.

When a residential customer is unable to pay a charge in full when due, the company shall permit the customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed upon by both the company and the customer. A copy of the settlement agreement shall be delivered or mailed to the customer upon request by the customer. Matters treated by a settlement agreement shall not constitute a basis for discontinuance as long as the terms of the settlement agreement are followed.

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**DISPUTED BILLS**

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the Customer can make the following arrangement:

- A. First, the Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
- B. The undisputed portion of the bill must be paid by the Due By Date shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
- C. If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim with the Commission within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted.
- D. The Company will not disconnect the Customer's service for non-payment as long as the Customer complies with (A) and (B) above.
- E. The Company shall respond to the Commission's requests for information within ten (10) business days.
- F. Pursuant to the Commission's rules and policies, the Commission will review the claim of the disputed amount, communicate the result of its review to the Customer and Company.
- G. After the investigation and review are completed by the Company as noted in (A) above, if the Customer elects not to make a claim with the Commission, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the day the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted.

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**SPECIAL SERVICES AND FACILITIES**

Reserved for Future Use

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**CONSTRUCTION , INSTALLATION, AND MAINTENANCE CHARGES**

**A. General**

The charges, deposits and regulations specified below apply to connection with all classes of service or facilities furnished by the Telephone Company and are in addition to the installation charges applying in connection with particular classes of service or facilities and in addition to service connection and move charges which are covered separately in the other sections of this tariff.

Construction charges may be payable, at the option of the Telephone Company, at the time the application is made.

Plant extensions made by the Telephone Company in accordance with these rules, however financed, shall be and remain the property of the Telephone Company, or may be owned by some other company with whom the Telephone Company has a joint-user, resale, or interconnection agreement.

**B. Rules For Extensions Of Permanent Distributing Plant For Company Exchange Access Arrangements**

Within the Base Rate Area

Within the base rate area the Telephone Company will extend its distributing plant to furnish basic exchange service to any applicant without requiring a construction charge, except for paragraph H. of this section. The base rate area includes and generally follows the incorporated city limits of village or town where service is provided and/or where the Company has extended facilities.

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**CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES-Continued****C. Dual Use**

Telephone lines and/or coaxial lines may be installed in the same trench with other utility facilities unless, in the judgement of the Company, to do so would be dangerous, uneconomical, or impractical.

**D. Rights-Of-Way and Easements**

The Telephone Company will construct, own, operate, and maintain underground telephone lines and/or coaxial lines only along public streets, roads, and highways which the Telephone Company has the legal right to occupy and on public lands and private property across which right-of-way and easements satisfactory to the Telephone Company may be obtained without cost or need for condemnation by the Telephone Company.

1. Rights-of-way and easements, satisfactory to the Telephone Company, must be furnished by the applicant in reasonable time to meet construction and service requirements before the Telephone Company shall be required to commence its installation. Such rights-of-way and easements must be cleared of trees, tree stumps, and other obstructions and graded to within six inches of final grade, by applicant, at no charge to the Telephone Company. Such clearance and grading must be maintained by the applicant during construction by the Telephone Company.

**E. Advance Payments**

The Telephone Company may require an advance payment equal to the estimated cost of construction from the applicant before construction is commenced. If in the judgement of the Telephone Company an advance is required under the above described conditions, the Telephone Company has the right to refuse installation of the underground system until the required advance is paid to the Telephone Company.

If an advance is required under these rules, then the advance, without interest, shall be returned to the applicant on a pro rate basis as the permanent service connection is made to each building or multiple-occupancy building.

Any portion of an advance not refunded five years from the date the Telephone Company is first ready to render service with the extension will be retained by the Telephone Company and credited to the appropriate construction account.

**CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES-Continued****F. Temporary Facilities**

Temporary facilities may be installed to provide service when necessary, for a maximum period of one year.

1. Where it is necessary to place temporary facilities in advance of the permanent underground telephone system in order to provide telephone service, the Telephone Company may require the applicant to pay the estimated non-recoverable costs of the temporary facilities. If the required costs under the above described conditions apply, the Telephone Company has the right to refuse installation of the temporary facilities until the required costs are paid to the Telephone Company.

**G. Changes**

If after the acceptance of request for service, the design of plant to be constructed is changed in a manner which increases the Company's estimated installation costs, or the estimated costs of installation are increased for any other reason caused by the applicant, the Company may defer or discontinue installation of its facilities until such time as such additional cost is paid by the applicant to the Company.

**CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES –Continued****H. Special Construction and Facilities**

The Telephone Company will provide an estimate of actual charges to the customer prior to the start of construction.

The customer will provide the Company without charge written permission for the placing of the Company's facilities on the property.

Where no facilities are in place, the Company will build and extend facilities at prices to be determined on an individual case basis. Rates for Dedicated Access, Private Lines and Centrex services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific, ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

Ownership of all facilities constructed under this section up to the demarcation point will remain with the Telephone Company.

Special construction is that construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
2. of a type other than that which the Company would normally utilize in the furnishing of its services;
3. over a route other than that which the Company would normally utilize in the furnishing of its services;
4. in a quantity greater than that which the Company would normally construct;
5. on an expedited basis;
6. on a temporary basis until permanent facilities are available;
7. in advance of its normal construction;
8. involving abnormal costs.

Where the Company furnishes a facility on a special construction basis, or any facility for which a rate or charge is not specified in the Company's tariff, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges for contract periods longer than one month; (3) termination liabilities; or (4) combinations thereof.

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**VACATION RATE**

Upon request from a subscriber having any class of exchange service, the service may be suspended for a period of one month or more. No outward or inward service is provided during the period of suspension. Only one period of suspension, not to exceed four months, is allowed in any calendar year.

Temporary suspension of service may begin and terminate on any day of the month, provided reasonable notice is given in advance. The appropriate service connection charges for restoration of service will apply.

The reduction in rate for the period of suspension is equal to 50 per cent of all charges under this Tariff.

Bills are rendered at the regular rate at regular billing dates during the period of suspension. Payment for local service equal to the anticipated suspension period shall be made in advance and the allowance applied after the service is restored.

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**EXTENSION STATIONS**

Detached extension stations are provided upon customer request on the customer's premises or at off-premises locations only if facilities are available. Customers may be required to reimburse the Company for a portion of the construction costs according to the rules and regulations as specified in Construction Charges section of this Tariff. In the case of off-premises extensions primary exchange service generally must be available at the same location as the detached extension. Monthly service rates will be determined on an individual case basis.

**Local Loop Rental**

The following charges apply to Private Line Voice Teletype (Not TWX), Data, Metering or Control Channels where necessary facilities are available. When facilities are not available, the customer may be required to pay an additional charge or to contract for service beyond the initial period, or both.

When facilities must be constructed to provide service to an applicant beyond the Base Rate Area, charges shall be determined on an individual case basis.

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**EMERGENCY NUMBER SERVICE (E911)**

Fidelity Communications Services I Inc. (FCSI) is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with accurate information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.

At the time FCS I provides basic local service to a customer by means of FCSI's own cable, coaxial line pair, or over any other exclusively owned facility, FCSI will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.

FCSI will be obligated to provide facilities to route calls from end users to the proper Public Safety Answering Point (PSAP). FCSI recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by FCSI.

FCSI will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo. 190.310.

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**TELEPHONE DIRECTORIES**

Upon issuance, a copy of each directory shall be distributed to all customers served by that directory and a copy of each directory shall be furnished to the Commission.

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**NUISANCE CALL INVESTIGATION (LINE TRAP SERVICE)**

Nuisance Call Investigation is generally determined to be a public service offering and may be provided, where switching facilities permit, to the public to insure its well-being and safety. Nuisance Call Investigation service is only provided at the written request of law enforcement agencies and/or by Court Order.

The duration of a nuisance call investigation is generally limited to a 15-day period or the duration of the court order, but may be extended if deemed necessary to further protect the public's well-being and safety.

The Telephone Company must conform to all local, county, state and federal laws applying to nuisance call investigations, and the delivering of results thereof.

Generally, a nuisance call investigation request must be initiated jointly by the governing law enforcement agency and customer in a document conforming to the local, county, state or federal law. Furthermore, the party requesting such an investigation must orally or in writing express his willingness to prosecute whenever possible.

Results of nuisance call investigation are limited to the identification of the line and not the party originating the call; and, said results will only be submitted to the law enforcement agency originating the request.

The Telephone Company may apply a \$8.00 nonrecurring service order charge to the party requesting a nuisance call investigation.

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**LOCAL EXCHANGE SERVICE**

**A. General**

Access Lines extend between the central office of the Company and the premises of the customer. Rates for Access Lines shown in paragraph B.1 below apply to services provided by the Telephone Company using the Company's local loop or electronics on a leased loop and switching facilities, including touch tone service. The rates for Access lines shown in paragraph B.2 below apply to services provided by the Telephone Company using resale or unbundled local loops (2 wire) leased from the Incumbent Local Exchange Carrier (ILEC). The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff. Applicable taxes levied by federal, state, county and local taxing authorities are in addition to the rates set forth below.

**Rates**

**B.1** All rates shown are for the period of one month.

<u>Access Lines</u>	<u>Monthly Rate</u>
Residence	\$11.00
Business	\$20.00

**B.2** All rates shown are for the period of one month.

<u>Access Lines</u>	<u>Monthly Rate</u>
-resale or lease of unbundled local loops from the ILEC	
Residence	\$44.00
Business	\$54.00

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**SERVICE CONNECTION CHARGES****A. General**

The term "Service Connection Charges" is used to define the non-refundable charges made for the establishment of a class of telephone service or subsequent additions, moves, or changes to that service.

Service Connection Charges are in addition to any other scheduled rates and charges normally applying under the tariffs. They apply in addition to and not in lieu of Mileage Charges, or Construction Charges made because of unusual costs in establishing service.

Service Connection Charges are payable at the time application is made for the particular service or facility, and prior to the establishment of service, or upon presentation of a bill. Service may be established in advance of payment in the case of Service Connection Charges for additions to the service of existing subscribers or for Departments, Administrations, and Agencies of the Federal, State, County, Township, or Municipal Governments.

Incumbent Local Exchange Carrier (ILEC) charges apply only when services requested by or provided to the subscriber require the Telephone Company to order or purchase facilities or services from the ILEC.

**B. Services Covered****1. INSTALLATION CHARGE**

Covers initial establishment of telephone service - all work (i.e. central office wiring, programming, or outside wiring) involving the access line extending from the Company's Central Office to the protector and/or demarcation point on the subscriber's premises. One charge will apply for each access line. This charge does not anticipate "construction" which is covered in other parts of this tariff.

**2. MOVE AND CHANGE CHARGES**

Covers a move or a change requiring only central office work.

**3. CENTRAL OFFICE ACCESS CHARGE**

Applies only when services requested by or provided to the subscriber require the Company to order or purchase facilities or services from the ILEC.

**4. RECONNECTION CHARGE**

Where service has been discontinued for nonpayment of any charges due or for failure of the subscriber to establish credit in accordance with regulations, a reconnection charge applies for reconnecting all services and facilities being provided a subscriber at one location.

**5. CUSTOMER REQUESTED SERVICE VISIT CHARGE**

Covers the cost of travel to the customer's premise. Applies only when services requested by or provided to the subscriber require the Company to order or purchase facilities or services from the ILEC.

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**SERVICE CONNECTION CHARGES-Continued**

**C. Non Recurring Charges (Residence and Business)**

	<u>FCSI</u>	<u>ILEC</u>
Installation Charges	\$20.00	\$40.00
Move and Change Charges	\$20.00	\$40.00
Central Office Access Charge		\$40.00
Reconnection Charge	\$20.00	\$25.00
Customer Requested Service Visit Charge		\$15.00

**D. Conditions**

Service connection charges do not apply to:

1. Directory Listings
2. In the following instances, provided service and facilities are assumed prior to their discontinuance and without lapse in rendition of service or billing for service:
  - (a) A change of name without a change of ownership.
  - (b) A change of ownership without a change of name.
  - (c) When one member of a family applies for the service previously contracted for by another member of the same family residing in the same household.
3. When a receivership for an existing subscriber is established or terminated.
4. Service changed from a residence to a business classification, or vice versa, without change in the identity of the subscriber.
5. Service re-established after the destruction or partial destruction of the subscriber's premises by means beyond the control of the subscriber whether at the same or another location. However, if service is established at a new location and the subscriber later moves back to the old location, the Service Connection Charge is applied in connection with re-establishment of service at the old location.

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**SMARTFEATURES SERVICES****A. General Regulations**

SmartFeatures Services are optional telephone services individually described below. These services allow customers to efficiently manage the call flow generated over their exchange Access Line(s). SmartFeatures Services are subject to the availability of facilities and compatibility with central office equipment, customer access line and premises equipment. SmartFeatures Services will be furnished only at locations where adequate and suitable facilities are available to residential and business customers, excluding some multi-line hunting arrangements. SmartFeatures Services are not available to customers having Payphone service, Mobile, Remote Switching System WATS, Centrex telephone services and trunk facilities associated with Direct Inward Dialing. When multiple services are activated on the same line, certain services may take precedence over others.

**B. Service Descriptions**

1. Call Forwarding - Enables customer to redirect all incoming calls to another telephone number within the exchange or on the Long Distance Telecommunications Network. The Call Forward customer is responsible for payment of all charges (e.g., toll charges) for each call between his Call Forwarding-equipped telephone and the telephone to which the call is being forwarded. This service uses a courtesy call to notify a party at the "forward to number" that the customer will be forwarding calls to their number.
2. Call Forwarding with Remote Activation - Provides a customer that also subscribes to Call Forwarding service the ability to activate, deactivate or change the Call Forwarding feature from access number. This feature can only be activated by using a touch tone telephone. Any charges incurred in accessing remote number will be billed as appropriate.
3. Call Forwarding/Busy Line – Allows incoming calls that encounter a busy condition to be automatically forwarded to a predesignated telephone number with the exchange, the Long Distance Telecommunications Network or to Voice Mail service. The Call Forwarding customer is responsible for the payment of all charges (e.g., toll charges) for each call between the Call Forwarding equipped telephone line and the line to which the call is being forwarded.

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## SMARTFEATURES SERVICES

B. Service Descriptions (Cont'd)

4. Call Forwarding/Don't Answer - Allows incoming calls which are not answered after a predetermined number of rings to be automatically forwarded to a predesignated telephone number within the exchange, the Long Distance Telecommunications Network or to Voice Mail service. The Call Forwarding customer is responsible for the payment of charges (e.g., toll charges) for each call between the Call Forwarding equipped telephone line and the line to which the call is being forwarded.
5. Call Forwarding/Busy Line/Don't Answer - Allows incoming calls that encounter a busy condition or are not answered after a predetermined number of rings to be automatically forwarded to a predesignated telephone number within the exchange, the Long Distance Telecommunications Network or Voice Mail service. The Call Forwarding customer is responsible for all charges (e.g., toll charges) for each call between the Call Forwarding equipped telephone line and the line to which the call is being forwarded.
6. Remote Call Forwarding – Automatically redirects, all incoming calls placed to a designated telephone number, to a predesignated number within the exchange or on the Long Distance Telecommunications Networks. The Remote Call Forwarding customer is responsible for the payment of all charges (e.g., toll charges) for each call between his Remote Call Forwarding number and the telephone to which the call is being forwarded.
7. Selective Call Forwarding – Enables the customer to forward incoming calls from preselected telephone numbers to another telephone number. The customer can construct or modify a telephone number screening list by dialing an activation code. The Telephone company equipment will screen incoming calls against the customer's list and forward only those telephone numbers on the list. Selective Call Forwarding customers are responsible for the payment of charges (e.g., toll charges) for each call between their line and the telephone numbers to which the call is being forwarded.
8. Call Waiting – Alerts a customer using his telephone that another caller is trying to reach him. Call Waiting customers may deactivate Call Waiting for the duration of one call by dialing a code. Call Waiting is automatically reactivated for the next originating or terminating call.

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**SMARTFEATURES SERVICES****B. Service Descriptions (Cont'd)**

9. Multi-Distinctive Ring – Allows a customer to establish up to four telephone numbers on the same local exchange access line and distinguish calls to each number by a distinctive ring. The billing telephone number is called the Primary Number and additional associated telephone numbers are called Distinctive Ring Numbers (DRN). A customer may subscribe to a maximum of three Distinctive Ring Numbers. The standard ringing pattern is provided for the Primary Number. Distinctive ringing is provided for each Distinctive Ring Number.
- a. The Primary number is the telephone number associated with the access line and therefore is allowed direct-dialed Directory Assistance calls in accordance with the Directory Services Section of this Tariff. No additional call allowances are provided with Personalized Ring.
  - b. One directory listing is provided for each telephone number associated with Distinctive Ring Service. Additional listing rates shown in the Directory Listings section of this Tariff apply to primary and Distinctive Ring numbers. NonListed Service and NonPublished Service is available for all telephone numbers associated with Distinctive Ring.
  - c. Some customers provided terminal equipment may not recognize the distinctive ringing patterns associated with this service.
  - d. Multi-Distinctive Ring customers who subscribe to Call Forwarding can choose one of two forwarding arrangements. The first arrangement forwards the Distinctive Ring number(s) along with the Primary number when it is forwarded. The second arrangement provides no forwarding of the Distinctive Ring number(s). A forwarding arrangement must be selected at the time Multi-Distinctive Ring is ordered. If a customer later requests a change in forwarding, the Multi-Distinctive Ring Service installation charge will apply.
  - e. If a number change is requested by the customer for a Distinctive Ring number, the Distinctive Ring Service installation charge will apply.

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**SMARTFEATURES SERVICES****B. Service Descriptions (Cont'd)**

10. Three-Way Calling – Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation.
11. Speed Calling – Enables a customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The 8-code capacity and/or the 30-code capacity may be provided on the same line; however, duplicate code capacities may not be provided. The combination of code capacities is not available on multi-line hunting lines.
12. Automatic Callback – Enables the customer to automatically redial the telephone number of the last incoming call whether the call was answered or not. If that telephone number is busy, the Telephone Company's equipment begins a queuing process, where it will keep trying to call the number being redialed for up to thirty minutes. When the line becomes available the Automatic Callback subscriber is notified by a distinctive ring. When the subscriber picks up the telephone, the call is automatically placed.
13. Automatic Redial – Enables the customer to automatically redial the telephone number of the last outgoing telephone number. If the redialed number is busy, the Telephone Company's equipment begins a queuing process, where it will keep trying to call the number being redialed for up to thirty minutes. When the line becomes available the Automatic Redial subscriber is notified by a distinctive ring. When the subscriber picks up the telephone, the call is automatically placed.
14. Basic Home Intercom Service – Allows customers with an individual residence or business line to provide an intercom system between their telephones. This is accomplished by the customer dialing his/her own number and hanging up the receiver. All telephone numbers at that number will then ring and when one of the other telephone numbers goes off-hook, the initiator of the call can go off-hook and engage in conversation..

Enhanced Home Intercom Service – Enables single line customers to set up internal (intercom) communications between multiple telephone extensions. The customer establishes intercom calls by dialing a code and hanging up the telephone handset. The code activates distinctive ringing to alert intercom users of an intercom call.

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**SMARTFEATURES SERVICES****B. Service Descriptions (Cont'd)**

14. Basic Home Intercom Service (Cont'd)
  - a. If Home Intercom Service and Call Waiting are on the same line, the Call Waiting feature is deactivated for the duration of the intercom connection. During this time, any incoming call will receive a busy signal.
  - b. Some customer-provided terminal equipment may not recognize the distinctive ringing patterns associated with this service.
  
15. Hot Line – Automatically routes the customer's telephone to a predetermined trunk or telephone number when the handset is removed. The Hot Line is routed immediately after picking up the handset.
  
16. Caller ID Service – Caller ID Service is the general category of the following services which assist customers in the management of incoming calls:
  - a. Calling Number Delivery – allows the subscriber, with the use of a display phone or adjunct display device, to view the directory number of an incoming call before answering. During the time the incoming call is placed, the calling number is forwarded from the Telephone Company, to a compatible Customer Premises Equipment (CPE) Display Unit associated with the customer's local exchange service. The calling telephone number is then delivered to the display device during the first silent interval of ringing.
  - b. Calling Name Delivery – allows the subscriber, with the use of a display phone or adjunct display device, to view the name and number of the calling party. During the time the incoming call is placed, the calling name and number are forwarded from the Telephone Company, to a compatible Customer Premises Equipment (CPE) Display Unit associated with the customer's local exchange service. The caller name and number are then delivered to the display device during the first silent interval of ringing.

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## SMARTFEATURES SERVICE

B. Service Descriptions (Cont'd)

## 16. Caller ID Service (Cont'd)

- c. Caller ID Blocking – Any subscriber may prevent the delivery of their telephone number and/or calling name to the called party by dialing an access code (\*67 on their Touch-Tone pad or 1167 from a rotary telephone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge.

If the calling party activates blocking, the name and/or number will not be transmitted across the line to the called party. Instead, Caller ID customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer that the calling party has elected to block the delivery of their name and/or telephone number.

Per line blocking for the delivery of the calling name and/or number is available upon request, at no charge, only to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Telephone Company a need for blocking: (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies.

Line blocking customers can unblock their calling name and/or number information on a call basis, at no charge, by dialing an access code (\*82 on their Touch-Tone pad or 1182 from a rotary phone).

- d. Caller ID Service is not available with distinctive ringing services having a silent interval length insufficient for calling name and/or number transmission. Caller ID Service is not capable of identifying specific stations or extensions served by CPE. The main directory number will be displayed.

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## SMARTFEATURES SERVICES

B. Service Descriptions (Cont'd)

16. Caller ID Service (Cont'd)
- e. Caller ID Service information may not be sold or given to another party without the caller's consent. Calling name and number information may only be used for (a) routing or completion of calls, (b) billing of calls, (c) account management purposes; (d) services directly related to the call or transaction, (e) verification of calling party identity and (f) marketing products or services that are directly related to those previously acquired by the customer from the name and number delivery services subscriber. This applies if the name and number delivery service subscriber has an existing relationship with the customer. Caller ID customers failing to comply with any of these conditions will have their service terminated.
  - f. In addition to the other provisions specified in this section, the Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated.
17. Selective Call Acceptance – Enables the customer to selectively accept incoming calls, through a predesignated list of telephone numbers. All incoming calls not on the customer's Selective Call Acceptance list will be forwarded to a Telephone Company announcement, informing the caller that the customer is not receiving calls at this time. If the customer has a call forwarding feature, these screened calls may be forwarded to another telephone number or to a voice mail system.
18. Selective Call Rejection – Enables the customer to reject calls from preselected telephone numbers and/or the last incoming call (without knowing the number). To reject specified telephone numbers, the customer builds a screening list. To block an unknown number after receiving a call, the customer enters a code to add the number to their screening list. If facilities are unavailable to provide incoming call screening via the customer's list, standard call completion will occur. Callers whose telephone numbers are blocked are directed to a Telephone Company recorded announcement that informs them that the customer is not receiving calls at this time.

**SMARTFEATURE SERVICES**

**B. Service Descriptions (Cont'd)**

- 19. Selective Distinctive Alert – Provides the customer with a distinctive ring and Call Waiting tone (if the customer has subscribed to Call Waiting ), when the customer is called from preselected telephone numbers. The customer can construct or modify the telephone number screening list by dialing a unique code. The Telephone Company’s equipment will screen incoming calls against the screening list and provide a distinctive ring for telephone numbers on the list.
  
- 20. Customer Originated Trace – Enables the customer to initiate an automatic trace of the last incoming call received, regardless of the time lapse since that call, providing there have been no intervening outgoing calls. This service is activated by the customer dialing an access code. If a trace is successful, the Telephone Company’s equipment will record the incoming call detail (not the conversation). The results of the trace will not be provided to the customer directly. For further action to be taken, the customer should follow the instructions received after a successful trace activation.
  
- 21. Unidentified Call Rejection – Enables the customer the ability to automatically reject calls if the calling number has been marked private. The customer will only receive calls for which the identity of the calling party is available. If facilities are unavailable to provide incoming call screening, standard call completion will occur. For calls that are marked unavailable, or are not marked private, standard call completion will occur. Caller whose numbers have been marked private will be directed to Telephone Company equipment which announces that the called party is not accepting calls from parties with private numbers. The called party is not alerted when calls are directed to the Telephone Company announcement.

**C. Rates**

Service charges may apply. Additional service charges do not apply when establishing basic local exchange service. The charges below are per line.

	<u>Monthly Rate</u>		<u>Installation Charge</u>
	<u>Res.</u>	<u>Bus.</u>	
1. Call Forwarding	\$2.00	\$5.25	\$5.00
2. Call Forwarding with Remote Activation	\$3.00	\$6.25	\$5.00
3. Call Forwarding/Busy Line	\$1.00	\$1.00	\$5.00
4. Call Forwarding/Don't Answer	\$1.50	\$1.50	\$5.00
5. Call Forwarding/Busy Line Don't Answer	\$1.50	\$1.50	\$5.00
6. Remote Call Forwarding	\$10.00	\$10.00	\$5.00

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**SMART FEATURES SERVICES – Cont'd**

**C. Rates (Cont'd)**

	<u>Monthly Rate</u>		<u>Installation Charge</u>
	<u>Res</u>	<u>Bus</u>	
7. Selecting Call Forwarding	\$ 3.25	\$ 4.50	\$ 5.00
8. Call Waiting	\$ 3.25	\$ 3.25	\$ 5.00
9. Multi-Distinctive Ring			
One DRN	\$ 3.00	\$ 3.00	\$ 5.00
Two DRN	\$ 5.00	\$ 5.00	\$ 5.00
Three DRN	\$ 7.00	\$ 7.00	\$ 5.00
10. Three-Way Call	\$ 2.00	\$ 2.00	\$ 5.00
11. Speed Calling			
8 Number	\$ 1.50	\$ 2.10	\$ 5.00
30 Number	\$ 5.70	\$ 7.90	\$ 5.00
12. Automatic Call Back	\$ 3.25	\$ 3.75	\$ 5.00
13. Automatic Redial	\$ 3.50	\$ 4.50	\$ 5.00
14. Home Intercom			
Basic	\$ 1.00	\$ 1.00	\$ 5.00
Enhanced	\$ 2.00	\$ 2.00	\$ 5.00
15. Hot Line	\$ 3.25	\$ 4.60	\$ 5.00
16. Caller ID			
Number Delivery	\$ 5.75	\$ 7.95	\$ 5.00
Name Delivery	\$ 7.25	\$ 9.95	\$ 5.00
17. Selective Call Acceptance	\$ 3.25	\$ 4.50	\$ 5.00
18. Selective Call Rejection	\$ 3.25	\$ 4.50	\$ 5.00
19. Selective Distinctive Alert	\$ 3.25	\$ 4.50	\$ 5.00
20. Customer Originating Trace	\$ 8.00*	\$ 8.00*	
21. Unidentified Call Rejection	\$ 2.00	\$ 4.00	\$ 5.00
22. Fidelity Value Pack	\$ 5.00	\$ 5.50	\$ 5.00
(Call Waiting, Call Forwarding Three-Way Calling, Call Forwarding/ Busy and Call Forwarding/ Don't Answer)			
23. Fidelity Fast Track Pack	\$ 10.00	\$ 12.95	\$ 5.00
(Call Waiting, Caller ID, Call Forwarding, Three-Way Calling and Speed Call-8, Automatic Callback and Automatic Redial)			

\*Per Successful Activation

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64 N. Clark  
Sullivan, MO 63080

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**SMARTFEATURES SERVICE – Cont'd****C. Rates (Cont'd)****Application of Installation Charges**

1. When SmartFeatures Services are provided in conjunction with the establishment of exchange telephone service or a change which involves a line connection service charge, the \$5.00 installation charges quoted above do not apply.
2. The \$5.00 charge will be applied only once, for each line arranged, even if two or more features are added.
3. When an existing SmartFeatures Services package is changed to a different SmartFeatures Services package, or when a fixed Call Forwarding destination is changed, the \$5.00 installation charge is applicable for each line arranged.

**D. Conditions**

1. The Call Forwarding, Selective Call Forwarding, Call Forwarding-Busy Line, Call Forwarding-Don't Answer and Call Forwarding-Busy Line/Don't Answer features are offered for use with two-way PBX trunks, subject to the following limitations:
  - a. May be provided when compatible with the equipment configuration at the customer's premises.
  - b. Available only with two types of hunting arrangements, multi-line and series completion, subject to limitations of these hunting arrangements.
2. When the Three-Way Calling, Call Forwarding, Call Forwarding-Busy Line, Call Forwarding – Don't Answer and Call Forwarding – Busy Line/Don't Answer or Selective Call Forwarding are activated, the transmission may vary depending on the distance and routing necessary; therefore, transmissions may not meet normal standards.
3. The following features only apply to calls within the same central office and across central offices that have Signaling System 7 (SS7) connectivity: Selective Call Forwarding, Automatic Callback, Automatic Redial, Caller ID, Customer Originated Trace, Selective Call Acceptance, Selective Call Rejection, Selective Distinctive Alerting.

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**SMARTFEATURES SERVICES – Cont'd**

**D. Conditions (Cont'd)**

4. In addition to other provisions of this tariff, the Telephone Company shall not be liable for any loss or damages arising out of error, interruptions, defects, failure or malfunctions of SmartFeatures Services or equipment. Damages arising out of such interruptions, defects, failures, or malfunctions of the services after the Telephone Company has been notified, and has had reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from the customer until service is restored.
5. When multiple services are activated on the same line, certain services may take precedence over others.

**E. Special Promotions**

The Company may, upon Commission approval, offer Customers specific rate incentives during specified promotional periods. Company will provide written notice to the Commission at least ten (10) days prior to commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

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**DIRECTORY LISTINGS****A. GENERAL**

1. The rates and regulations for directory listings in this section apply only to the alphabetical directory containing the regular alphabetical list of names of customers and joint users.
2. The alphabetical list of names of customers and joint users is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use customer's service, and special prominence or arrangement of names is not contemplated.
3. The Telephone Company limits the length of any listing to one line in the directory by the use of abbreviations when the clearness of the listing or the identification of the customer or joint user is not impaired thereby. When the use of abbreviations impairs the clearness of the listing or the identification of the customer or joint user such additional lines are used as may be required in the judgement of the Telephone Company without additional charge.
4. Listings must conform to the Telephone Company's specification with respect to its directories.
5. Listings are regularly provided in connection with all classes of exchange service, except public telephone service. Ordinarily, listings are automatically included in the directory. However, a listing may be omitted upon request of a customer when in the judgement of the Telephone Company the omission of the listing is warranted by the circumstances of the particular case. (See B.3. following for rate regulations).
6. The length of the contract period for directory listings, where the listing actually appears in the directory, is the directory period except as provided in the Termination of Contracts section of this tariff.
7. Individuals, person, or firms whose names are associated with a telephone number appearing in the telephone directory or are a part of Directory Assistance are also responsible for paying for the telephone service and/or any outstanding debt associated with the telephone number. In a similar manner, credit history is established for the name associated with the service.

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## DIRECTORY LISTINGS

## B. PRIMARY LISTINGS

1. One listing without charge, termed the primary listing, is provided as follows:
  - a. For each separate customer service; when two or more main station lines or PBX trunk lines are consecutively operated, generally only the first number of the group is listed.
  - b. For each Payphone Line Service.
  - c. For each joint user.
  
2. The primary listing is ordinarily the name and address of the person or firm which contracts for the service or which is the joint user (business only), or the name under which a business is regularly conducted. Where the service is contracted for by one party for the use of a second party, the listing may be in the name of the second party.

A primary listing may contain two (2) residential customers with the same surname and living at the same address where the same service is for no more than two (2) individual's given names. Each given name, for purposes of this tariff, is defined as any combination, not to exceed two, of the following: first name, middle name, initial, nickname, or maiden name.

A primary listing may contain a given name, or initials, and the married name of an individual whose spouse is deceased, or another name or initial for a person known by more than one name (provided the surname is the same). These listings identify one person who may be referred to by either name.

An additional listing reversing the order of the individual's given name may be obtained at the rates for regular additional listings as specified in the rates following. The restriction of no more than two given names applies only to listings involving two individuals' names.

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## DIRECTORY LISTINGS

## B. PRIMARY LISTINGS (Cont'd)

3. Private telephone numbers (non-published): some customers request their telephone numbers to be omitted from the directory and the Company's information records. Such requests, when presented may be fulfilled through the assignment of a private telephone number (non-published) subject to the regulations outlined below.
  - a. Incoming calls to private telephone numbers (non-published) will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the Customer's request to furnish a private telephone number (non-published) does not create any relationship or obligation, direct or indirect, to any person other than the customer.
  - b. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a private telephone number (non-published) in the directory or disclosing said number to any person shall attach to the Company. The customer indemnifies and saves the Company harmless against any and all claims from damages caused or claimed to have been caused, directly or indirectly, by the publication of a private telephone number (non-published) or the disclosing of said number to any person.
  - c. Rates for private telephone numbers (non-published) are found on sheet 7 of this section. Rates are not applicable when the service involves data terminals where there is no voice use contemplated.
  - d. Semi-Private Telephone Numbers or Non-Listed Numbers, a service which is not listed in the alphabetical list of the telephone directory but the telephone number may be obtained from the information Operator, is not furnished by this Company.

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## DIRECTORY LISTINGS

## C. REGULAR ADDITIONAL (OR EXTRA) LISTINGS

1. Business additional listings may be the names of partners or members of the firm, if the customer or joint-user is a partnership or firm; the names of officers of the corporation if the customer or joint-user is a corporation; and for any business establishment, the names of associates or employees of the customer or joint-user.

Business additional listings may be bonafide names of firms or corporations which the customer or joint-user owns or controls or is duly authorized to represent. Listings which are designed primarily to give publicity to a commodity or service are not accepted.

2. Residence additional listings may be the names of members of the customer's family or of other persons residing in the customer's household.
3. In connection with Payphone Line Service, residence additional listings are allowed at additional listings rates in the names of permanent guests or tenants at that location. Business additional listings are furnished under the same regulations as specified in paragraph C-1. Above.
4. Ordinarily all additional listings must be of the same address and telephone number as the primary listings, except, as provided below for alternate listings. However, when in the opinion of the Telephone Company it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing may be permitted under the address of a private branch exchange telephone, or extension telephone, installed on premises of the customer but at an address different from that of the switchboard, or main telephone, using the telephone number of the primary listings.
5. Regular additional listings are furnished for the rates found on Sheet 7.

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**DIRECTORY LISTINGS**

**C. REGULAR ADDITIONAL (OR EXTRA) LISTINGS (Cont'd)**

- 6. Additional listing charges date from the time the listing is posted on the information records. Information records are posted at the time application for the listing is made or at any date the customer may desire.

**D. SPECIAL TYPES OF EXTRA LISTINGS**

1. Alternate Listings

- a. Listing of an alternate telephone number to be called in case no answer is received at the primary number or indicating alternate telephone to be called on "Nights, Sundays, and Holidays" in preference to the primary number is permitted for customers to all classes of service. A phrase directing the method of calling when a private branch exchange operator is not on duty and giving the number to call may be provided as an alternate listing.
- b. The alternate number may be that of a service not under contract with the customer in connection with whose name it appears. In such a case the consent of the customer to the alternately listed service must be obtained for the alternate listings.
- c. The monthly rate for each business or residence alternate listing, including the directive note, is found on Sheet 7.

2. Duplicate Listings

- a. Duplicate Listings, i.e., listings of abbreviated names, names which are commonly spelled in more than one way and rearrangements of names, are permitted when, in the opinion of the Telephone Company, they are necessary for the proper identification of the customer and are not desired to obtain a preferential position in the directory or for advertising purposes.

**DIRECTORY LISTINGS****D. SPECIAL TYPES OF EXTRA LISTINGS (Cont'd)**

2. Duplicate Listings (Cont'd)
  - a. The duplicate listing rate is found on Sheet 7.
3. Foreign Listings
  - a. Foreign listings are listings in the alphabetical list of an exchange other than the exchange in which the listed service is furnished.
  - b. The rate for foreign listings appearing in directories of this company is found on Sheet 7. These listings include a maximum of two lines; normally, the first two lines contain the name, address, and telephone number of a customer. If additional lines are required, the regular additional listing rate applies per line. For the listing of ILEC customers in directories of other telephone companies, the tariff of the other company shall apply.
4. Office Hours
  - a. Listing of office hours is not required in order to efficiently handle telephone traffic and is not included in the charges for service. Such listings may be obtained by customers who desire that their office hours appear in connection with their listings.
  - b. The monthly rate for office hours listing is found on Sheet 7.

**DIRECTORY LISTINGS**

**E. RATES**

<u>Type of Listing</u>	<u>Monthly Rates</u>
Private Telephone Number (Nonpublished)	\$ 1.45
Semi-Private Telephone Number or Non-Listed Number	NOT OFFERED
Additional (Extra) Listing – Business	\$ 2.10
Additional (Extra) Listing – Residence	\$ 1.50
Alternate Listing – Business	\$ 2.10
Alternate Listing – Residence	\$ 1.60
Duplicate Listing – Business	\$ 2.10
Duplicate Listing – Residence	\$ 1.50
Foreign Listing – Business	\$ 1.45
Foreign Listing – Residence	\$ 1.45
Office Hours – Business (per line)	\$ 2.10
Office Hours – Residence (per line)	\$ 1.60

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**PROMOTIONS**

**A. General**

From time to time, the Telephone Company may elect to offer special promotions to its customers. These promotions will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service.

Any promotional waiver or discounted rate will apply only one time per customer for each service in any given wire center prefix during the course of the promotional period, subject to prior notification and approval by the Missouri Public Service Commission.

Fidelity Communications Services I, Inc. will provide written notice to the Commission no less than ten (10) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered. If facilities permit, all residence and / or business customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions in which to subscribe to residence or business services.

**B. Specific Promotion**

Fidelity Communications Services I, Inc. will be offering the following promotion to new subscribers in the Rolla exchange from the effective date of this tariff through December 31, 2000.

1. Waiver of FCSI installation charges.

**MISCELLANEOUS SERVICES**

**A. Special Circuits**

1. Local loops used in connection with interexchange facilities for either Private Line Telephone Service, Private Line Teletypewriter Service, Teletypewriter Exchange Service, and Private Line Morse Service will be furnished where facilities are available, at the Business Individual Line Rate.

a. An installation charge equal to the cost of labor required to install such Loops applies to each Loop in lieu of a Service Connection Charge. The minimum installation charge will be \$7.50.

2. Channels for services not specifically named elsewhere in these Tariffs, and for purpose other than telephonic communications, will be furnished where facilities are available and where in the judgement of the Telephone Company the use to be made of such Channels is not contrary to regulations.

	<u>Monthly Rates</u>
a. Channels for P.B.X. tie lines or alarm circuits, and like purposes, first half mile or fraction thereof circuit measurement	\$6.00
Each additional one-quarter mile or fraction thereof	\$1.00
b. Channels, for use in connection with interexchange facilities for Radio Broadcasts: Channels between pickup points and a Radio Station and Studio, between a Radio Station or Studio, between Studio and/or Station and Transmitter, first one-quarter mile or fraction thereof airline measurement	N/A
Each additional one-quarter mile or fraction thereof	N/A

Note: If the use to which these Channels are to be put requires that they be equalized or balanced, the initial equalization or balancing and future adjustments shall be done by the subscriber, or if done by the Telephone Company, the cost thereof will be billed to the subscriber.

c. The Telephone Company does not hold itself out to furnish Channels with a Transmission level of a better grade than circuits used for normal telephonic communication and will do so only if physically and economically practicable from the Company's standpoint.

a. The subscriber must agree that the volume of electrical input on such Channels will be maintained at a level sufficiently low so as not to cause interference with other services of the Telephone Company.

b. An installation charge equal to the cost of labor required to install such Channels applies to each Channel in lieu of a Service Connection Charge. The Minimum installation charge will be \$7.50.

The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this Tariff.

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**MISCELLANEOUS SERVICE ARRANGEMENT**

**B. Truck Hunting Service Arrangement**

1. General:

Trunk Hunting Service Arrangement is equipment located in the Telephone Company's central office arranged to select the next available line of a customer's group of hunting lines, when the line associated with the called number of the customer is busy.

2. Regulations:

The rate following is applicable to residence and business individual line service, excluding semi-public telephone service.

3. Rates:

Hunting Service Arrangement, per line or trunk in a group so arranged	Per <u>Month</u> \$2.00
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**C. Fire Bar System**

Rates for Fire Bar System service will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Telephone Company's cost of providing the service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

**700, 900, and 976 BLOCKING SERVICE**

**A. General**

700, 900, and 976 Blocking Service provides business and residence access line customers the ability to block access from a particular network access line to all telephone numbers for which the 700,900 or 976 NPA must be dialed.

**B. Charges**

**Nonrecurring Charge**

Business	\$ 5.00
Residence	\$ 5.00

**C. Conditions**

1. 700,900, and 976 Blocking Service is offered only to customers served by a central office equipped to provide this service.
2. 700,900, and 976 Blocking Service blocks access to all 700,900 or 976 telephone numbers from a particular network access line. It is not capable of blocking access to a specific 700,900 or 976 NPA telephone number.
3. The minimum contract period for this service is one month.
4. Customers who wish to discontinue 700,900, and 976 Blocking Service must make their request in writing.

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**TOLL ACCESS RESTRICTIONS**

**A. General Regulations**

1. Toll Access Restriction provides a means of restricting access to the Long Distance Message Telecommunications Network. Three options are available to the customer:
  - a. Restriction of 1+ calls only.
  - b. Restriction of 1+ calls and 0+ and 0- (operator handled) calls, except 8XX IN-WATS.
  - c. Restriction of 1+,0+ and 0- and 8XX IN-WATS where facilities allow.
2. Restriction of 1+ and/or 0+ and 0- operator handled calls prevents the customer from dialing a long distance telephone number or telephone operator for any purpose including for emergency or telephone assistance purposes. The Company shall not be liable to the customer or any third party for any and all claims, losses or damages caused by the restriction to any toll service.
3. Customers must apply in writing for the establishment of Toll Access Restriction.
4. The appropriate non-recurring charges will apply to establish service.

**B. Rates**

The rate for this service will be charged on a monthly basis.

	<u>Monthly Rate</u>
Customer Requested Toll Access Restriction (any option)	\$ 5.00
Company Mandated Toll Access Restriction	No Charge

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**LOCAL OPERATOR SERVICES**

**Local Directory Assistance Service**

**A. General Regulations**

Directory Assistance service is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance charges specified in this tariff apply when a customer within Missouri requests the telephone numbers of other customers within the same LATA.

**B. Conditions**

1. All accounts are entitled to one free direct dialed call per month to Directory Assistance service for each individual access line.
2. Call allowances are not transferable between accounts.
3. For the purposes of administering this tariff the full allowance will apply for service on record as of the customer's billing date.
4. Rates specified in C.1. below are not applicable to:
  - Calls placed from hotels and motels.
  - Calls placed from hospitals.
  - Calls placed from residence telephones where a member of the customer's household has been certified by a qualified authority as unable to use a directory or from the business telephone of a certified customer where other assistance is not available. A qualified authority is defined as including doctors of medicine, ophthalmologists, optometrists, registered nurses, therapists, professional staff of hospitals, institutions and public welfare agencies. Certification of physical disability sufficiently severe to prevent reading or using conventional reading materials may also be made by professional librarians or by any person whose competence in this area is acceptable to the Librarian of Congress of the United States.
  - Calls from certified exempt customers and charged to their Calling Card.

**C. Residence and Business Rates**

1. Customer originated calls (maximum of two requests per call), each.....\$.55
2. Customer originated calls (maximum of two requests per call) billed to a calling card or third number, each .....\$1.00.

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**LOCAL OPERATOR SERVICES – Continued**

**Busy Verification and Interrupt Service**

**A. General**

Upon request of a calling party, the Operator will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

**B. Rates**

1. A Busy Verification Charge will apply when:

- a. The operator verifies that the line is busy with a call in progress, or
- b. The operator verifies that the line is available for incoming calls.
- c. Both a Busy Verification Charge and an Busy Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
- d. No charge will apply when the calling party advises that the call is to or from an official public emergency agency.

Rates

Busy Verification Charge(Line Status), each request	\$1.25
Interrupt Charge, each request	\$1.50

**Person-to-Person Service**

Person-to-Person service is not offered.

**Local Operator Assisted Calls**

1. Description

Credit card, collect and third number calls are customer dialed "0" calls that are completed by the caller or completed by the operator. The call will be appropriately billed to the caller's credit card, the called party, or a third number instead of the telephone originating the call.

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**LOCAL OPERATOR SERVICES – Continued****Local Operator Assisted Calls – Continued**

## 2. Rates (surcharges)

Calling card, per request	\$ 0.50
Collect, per request	\$ 1.00
Third number, per request	\$ 1.00

## 3. Conditions

- a. The Company will not bill for incomplete calls where answer supervision is available. The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon subscriber notification or the Company's knowledge.
- b. The caller and billed party, if different from the caller, will be advised that the Company is the operator service provider at the time of the initial contact.
- d. Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- e. Only tariffed rates approved by the Commission for the Company shall appear on any local exchange telephone company (LEC) billings.
- f. The Company shall be listed on the LEC billing if the LEC has multi-company billing ability.
- g. The Company will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.
- h. The Company will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
- i. Upon request, the Company will transfer calls to other authorized interexchange Companies or to the LEC, if billing can list the caller's actual origination point.
- j. The Company will refuse operator services to traffic aggregators which block access to other companies.

Section 33  
Original Sheet 4Issued: April 3, 2000  
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**Local Operator Assisted Calls – Continued**

3. Conditions - Continued
  - k. The Company will assure that traffic aggregators will post and display information including: (1) that Company is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange Companies.

**Intercept Service**

**A. General**

1. Intercept Service provides a service to local exchange business and residence customers who have requested their service be discontinued because they have moved to a new location or requested a change in their telephone number. Dialing the customer's former number results in a prerecorded message which announces the new number.
2. Intercept Service is offered to residence and business customers subject to the availability of suitable facilities.
3. Intercept Service will not be provided to customers disconnected for non-payment.
4. On Company initiated telephone number changes, the charge will not apply, and the telephone number will be intercepted for the life of the directory.
5. At the time the customer places the request for a change in their telephone number, the customer must notify the Company of the number of days, up to the life of the directory, for calls to be intercepted and referred.

**B. Rates and Charges**

This service is offered free of charge to all eligible customers for a period of 30 days following the discontinuance of service. The following rate is in addition to any other applicable rates and charges shown in the tariff's of the Company.

	<u>Monthly Rate</u>
Intercept service	\$10.00

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**LOCAL OPERATOR SERVICES - Continued**

**Intrastate IntraLata Operator Service**

**A. Intrastate IntraLata Operator Service for 0-toll calls**

1. The Company will provide Intrastate IntraLata Operator Service for dialed 0-toll calls on a temporary basis until such time as the Company's Operator Service Provider can direct 0-toll calls to the customer's carrier of choice.
  
2. Surcharges are applicable to station sent paid, station calling card, station collect, station billed to third party, and person to person 0-calls. Definitions of these types of calls are found in the Southwestern Bell Long Distance Message Telecommunications Service Tariff, P.S.C. MO. No.26.
  - a. Rates set forth below, apply to 0-toll calls originating for all classes and grades of service.
  
3. Intrastate IntraLata 0-toll rates are based on per minute of use without regard to time of day, day of the week or distance.

**B. Rates and Charges**

1.	Surcharges:	<u>Non-Automated</u>
	a. Station Sent Paid	\$ 3.30
	b. Station Calling Card	\$ 0.50
	c. Station Collect	\$ 1.25
	d. Station Billed to Third Party	\$ 1.25
	e. Person to Person	\$ 5.50
2.	Intrastate IntraLata O- Toll rates:	
	Initial rate, per minute	\$0.25
	Additional Rate, per minute	\$0.25

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**LATE PAYMENT AND RETURNED CHECK CHARGE**

**A. General**

A Late Payment Charge will be applied to each customer's account receiving a disconnect notice. A Returned Check Charge will be applied for each customer check returned by the bank for insufficient funds, unable to locate account, account closed, balance held, drawn against uncollected funds, two signatures required, account garnished, endorsement incorrect or payment stopped. These charges are to compensate for the additional administrative expenses associated with these accounts.

**B. Charges**

	<u>Nonrecurring Charges</u>
1. Late Payment Charge	
Residence or Business.....	\$ 2.00
2. Returned Check Charge, Residence or Business.....	\$20.00

**C. Conditions**

1. The Late Payment Charge applies each time a customer's account is mailed a disconnect notice.
2. The Returned Check Charge applies for each returned check.
3. See Discontinuance of Service section in this tariff.

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**FOREIGN EXCHANGE SERVICE****A. General Regulations**

1. Foreign exchange service is exchange service furnished to a subscriber from a central office of an exchange other than the one that normally serves the area in which the subscriber is located.
1. For the purpose of this tariff, the term, "Foreign Exchange", shall mean the exchange from which the foreign exchange service dial tone is furnished. The term, "Normal Exchange", shall mean the exchange normally serving the area in which the subscriber's premise is located.
2. Foreign exchange service does not come within the Telephone Company's general undertaking, nor does the Telephone Company obligate itself to furnish such service generally; but will do so, at its option, where facilities of such a character are available as will permit satisfactory telephone transmission, and where the service is warranted by the circumstances involved.
3. Foreign exchange service will be furnished to exchanges within the same LATA as the normal exchange.
4. Foreign exchange service may be provided only in connection with private branch exchange trunk lines, and individual line business or residence services. The service will be furnished only at one location or premises for each channel or circuit.
5. Where the normal exchange is operated by this Telephone Company, foreign exchange service is furnished only on the condition that the applicant is a subscriber to individual line business or residence service, or private branch exchange service, in the normal exchange, and at the same location where such service is proposed to be installed. Under this condition, when a foreign exchange service subscriber discontinues normal exchange service, the normal exchange shall immediately notify such foreign exchange subscriber and foreign exchange business office, that the foreign exchange service may be discontinued ten (10) days thereafter.
6. Where the foreign exchange is operated by another telephone company, foreign exchange service will be provided only when satisfactory arrangements can be negotiated with such company to furnish a portion of the necessary facilities.
7. Foreign exchange service will be furnished at the rates outlined hereafter, provided the necessary facilities and equipment are available, and extraordinary facility costs, equipment costs, special operating expenses, and/or other special considerations are incurred in making such service available, the subscriber may be required to pay an additional charge to cover all or a portion of such unusual expenses, or be required to contract for service beyond the initial period, or both.

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**FOREIGN EXCHANGE SERVICE – Continued**

8. No off premise extensions will be furnished in connection with foreign exchange service.
9. The use of the service is limited to the subscriber and his employees for business purposes, and in the case of residence service, to the members of his immediate household. Foreign exchange service calls will be further limited to calls within the local calling area (including any EAS locations ) of the foreign exchange. If any subscriber to this service is found to be transferring or transmitting messages for parties other than authorized above, in the normal exchange area, and/or making toll calls through the foreign exchange, such subscriber and foreign exchange business office shall be notified that the practice must be discontinued or the foreign exchange service may be terminated ten (10) days after the date of such notice.

**B. Rates**

1. Rates for foreign exchange service will include rates for local service at the foreign exchange, rates for private line service from the foreign exchange to the subscriber location in the normal exchange, and supplemental charges as outlined below.
2. The charge for local service at the foreign exchange is the established monthly service rate, and non-recurring service connection charge of the foreign exchange for the grade of service (individual line business or residence, or PBX and PABX trunks) with the foreign exchange service is to be associated.
3. The charges for private line service from the foreign exchange to the subscriber location in the normal exchange will be as follows:
  1. For private line facilities provided by this Telephone Company, the rates will be established on an individual case basis (ICB).
  2. Where all or a portion of the private line facilities are furnished by another telephone company, charges for those facilities shall apply as specified in the regulations of such participating company.

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**INTEGRATED SERVICE DIGITAL NETWORK (ISDN)****A. OVERVIEW**

Today's communications network involves many special networks, physical transmission facilities, and controllers of various types, including computer. ISDN provides integrated access to circuit-switched networks in which all the various needs of the independent networks can be accommodated by a single transport network that handles both voice and data traffic. This single transport network is designed to provide a single communication interface for the customer so that terminal equipment can be plugged into an outlet as easily as a plain old telephone service (POTS) telephone is plugged in.

ISDN is an integrated digital network providing end-to-end connectivity, and supporting a wide range of services. These services include voice and non-voice (i.e., data), accessed by users through a set of standard multipurpose user-network interfaces.

Typically two interfaces define the connectivity between switching equipment and customer equipment.

Basic Rate Interface (BRI)  
Primary Rate Interface (PRI)

Both interfaces allow voice and data services simultaneously, and are designed to support both circuit-switched connections.

**B. DEFINITIONS****B (Bearer) Channel**

An ISDN B-Channel is a bi-directional synchronous channel capable of supporting digitized circuit-switched voice (CSV) and/or data (CSD) communications at speeds up to 64 Kbps, between the customer's premises and the Company's central office.

**B-Channel Circuit-Switched Data**

Circuit-switched data provides the capability of placing data calls over the public switched network. Information is transmitted in the same manner as digitized voice. Like a voice call, a circuit-switched data call ties up network/system resources for the duration of the call. Calling Line Identification functionality is provided on circuit-switched data calls.

**B-Channel Alternate Circuit-Switched Voice/Data**

Allows the user to originate and receive either voice calls or data calls over a single circuit-switched B Channel, but not simultaneously.

**BRI – Basic Rate Interface**

The ISDN BRI combines two 64Kbps B channels and one 16Kbps D channel (2B+D) over one Digital Subscriber Line (DSL).

**Channel**

The electrical path provided by the Company between two or more points for the transmission of voice or data communications.

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**INTEGRATED SERVICES DIGITAL NETWORK****B. DEFINITIONS (cont'd)****Clear Channel Capability**

The capability to transport 64Kbps over a channel with no constraint on the quantity or on the sequence of bits. When a clear channel call is switched through non-ISDN offices, the call may be subrated to 56 Kb digital or analog service.

**D (Delta) Channel**

The Packet-switched channel on a DSL at 16 Kbps, or a PRI that carries signaling messages and packet-switched user data.

**D-Channel Packet-Switched Data**

An X.25 logical circuit which allows users to originate and receive X.25 data calls their ISDN D-Channel. Multiple data calls can be active simultaneously on a single D-Channel.

**Device(also referred to as Terminal)**

An ISDN device is an ISDN telephone or computer with ISDN interface equipment that is attached to an ISDN line. An ISDN device is classified as customer premises equipment (CPE). It is the responsibility of the customer to obtain and operate the ISDN device.

**DSL – Digital Subscriber Line (See BRI or PRI Descriptions)****Integrated Services Digital Network (ISDN)**

ISDN provides end-to-end digital communications and gives the ability to transmit voice and data over the same telephone line simultaneously. A customer can send information from a computer and talk to the person on the other end of the line at the same time. This functionality is provided by channelized transport facilities.

**NT-1 Interface**

Equipment installed at the customer's location that converts data in ISDN line format to a format that can be utilized by the customer's ISDN telephones and ISDN computer interface equipment. One NT-1 is required per SLI. The NT-1 may be a separate piece of equipment, or may be integrated into the ISDN telephone set or computer interface equipment. The NT-1 Interface is classified as network terminating equipment, and is the property of the Company.

**Primary Directory Number (PDN)**

The first telephone number that is assigned to one DSL Only one PDN is allowed on a DSL.

**PRI-Primary Rate Interface**

The ISDN PRI combines 23 b-channel and one 64Kbps D-Channel on a single line. Also called the extended Digital Subscriber Line.

**Secondary Directory Number(SDN)**

Telephone numbers that can be dialed by customers that are assigned to one DSL in addition to the first telephone number.

## INTEGRATED SERVICES DIGITAL NETWORK

**C. SERVICE DESCRIPTION**

ISDN is offered in two different channel structures. The first is Basic Rate Interface (BRI), and the second is Primary Rate Interface (PRI). Both use channels called "B" or Bearer channels and "D" or Delta channels. The B channel provides a transmission path for user information, such as voice and data, while the D channel carries signaling information and packet data.

Each B channel is a 64 kilobit per second (Kbps) clear channel connection. The D channel is a 16 Kbps packet channel that is used to send and receive call set-up and signaling messages to the terminal equipment (customer premises equipment), and carry limited packet data.

## 1. BRI – Basic Rate Interface

The BRI normally includes two B channel and one D channel (2B+D), however it can be configured to only include a D channel, or one D channel and one B channel. The BRI supports the following:

- ◆ Simultaneous data and voice communications
- ◆ Data channel rates up to 64 Kbps
- ◆ Message-based signaling, separate from the voice/data channels
- ◆ Reliable packet switched data transmission

## B-Channel

- ◆ 64 Kbps per channel
- ◆ Voice or data
- ◆ Circuit or packet switched

## D-Channel

- ◆ 16 Kbps
- ◆ Signaling messages and packet data
- ◆ Packet-switched
- ◆ Defined for customer usage

## 2. PRI-Primary Rate Interface

The basic PRI includes twenty three B channels and one D channel (23B+D), However it can be configured to include multiple D channels, and up to a maximum of 479 B channels. The PRI supports the following:

- ◆ Non-Facility Associated Signaling (NFAS) – allows multiple DSI facilities to be controlled by a single PRI D channel.
- ◆ PRI D-Channel Backup (DCBU) – this capability can only be assigned to a NFAS group and allows a customer access to the network even if the "active" D-channel were to fail. This is accomplished by transferring signaling information to the "standby" D-channel.

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INTEGRATED SERVICES DIGITAL NETWORK

C. SERVICE DESCRIPTION (continued)

2. PRI – Primary Rate Interface (continued)

- ◆ Fractional DSI Switching (N x DSO) Via PRI – allows a multi-bearer service capability by switching multiple rates of 64Kbps (i.e., N X DSO – where N is greater than 2 and less than or equal to 24).
- ◆ Dedicated – the entire trunk group is dedicated to a specific service (data, 800 service, DID, etc.)
- ◆ Call-by-call – Different types of service can be included in the same trunk group (IXC access, OUTWATS, DOD, etc.) Any call can be used for any service as long as there are available facilities (both B channels and service type) for the call.

B-channel

- ◆ 64 Kbps per channel
- ◆ Voice or data
- ◆ Circuit-switched
- ◆ Up to 479 channels per PRI (using multiple physical connections) defined as required for customer usage where facilities permit

D-channel

- ◆ 1 is required, 2 if optional back-up selected and more than one physical link is used.
- ◆ 64 Kbps per channel
- ◆ Control and signaling messages

PRI ISDN is usually provisioned using one or more T-1 facilities

## INTEGRATED SERVICES DIGITAL NETWORK

D. TERMS AND CONDITIONS1. General

- a. The customer or customer's authorized agent will be responsible for the procurement of associated customer designated premise equipment and will ensure compatibility with the ISDN digital switch serving the customer.
- b. The Company shall terminate ISDN Service at the Company network interface (NT-1).
- c. Should any change in CPE or inside wiring not owned by the Company require the Company to redesign ISDN service, the customer shall reimburse the Company for all costs incurred by the Company in making such a change. Should ISDN service fail due to CPE, inside wiring (including riser cable) not owned by the Company, or power failure the responsibility for failure shall be solely that of the customer and the Company shall have no liability of any kind.
- d. The customer is responsible for placement, installation, operation, maintenance, repair and replacement of all CPE and inside wire not owned by the Company that the customer uses in connection with this service. CPE and premises wiring must be compatible with the Company's provision of ISDN Service. The customer is responsible for programming all features and functions into the ISDN CPE. The Company will perform this service on a Time and Charges Basis at the customer's request.
- e. If an ISDN service interruption, disconnection, error, performance failure, or out-of-service condition occurs, and lasts for more than 24 consecutive hours after the customer notifies the Company of the condition, an out-of-service credit will be applied to the customer's bill. Should the condition be caused by actions of the customer, CPE, inside wiring and/or interface no credit will be applied. This service will be based on a 30 day month and shall be calculated by dividing the monthly rate for the service affected by 30 days and then multiplying that daily rate by the number of days, or major fraction thereof that the service was interrupted. This will be the customer's sole remedy.
- f. The minimum service period for ISDN Service is six months. If a customer terminates service prior to the completion of the greater of six months of his/her contract period, the customer shall remain liable for payment of the contract period or six full months of service as appropriate. PRI service may be purchased at a discount by signing a 3 or 5 year contract.

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## INTEGRATED SERVICES DIGITAL NETWORK

D. TERMS AND CONDITIONS (cont'd)2. Availability

- a. The rates and charges for ISDN Service are applicable only to customers in those areas that have been designated by the Company as having ISDN Service available. Customers in those areas where the Company has not designated that ISDN service is available may be eligible to obtain ISDN service, subject to Company approval, at rates and charges determined on an individual case basis (ICB). The Company reserves the right not to provide ISDN Service to any location in which it is not equipped to do so.
- b. ISDN Service may be provided to customers from a central office other than their normal serving office depending on the availability of facilities.
- c. Some services are not available and/or compatible with ISDN.

3. Indemnification

- a. It is the customer's responsibility to indemnify and hold harmless the Company against any and all claims, losses, liabilities, damages and lawsuits brought by any nonparty and arising, in whole or in part, out of the customer's material breach of this tariff. Indemnification shall include, but is not limited to, costs and attorney's fees.
- b. The customer is responsible for the content of communications. Where the customer's negligence or wrongful actions in using CPE, inside wire not owned by the Company, or customer's communications result in any claim or legal action brought by a nonparty, the customer shall indemnify and hold the Company harmless.

4. Protection of the Network

- a. The Company has the right and option to check the output of any equipment used in the transmission of signals, to or from the customer premises, for this service. This includes Company-provided facilities or other companies' facilities used in connection with the provision of ISDN capabilities, such as customer-provided equipment.
- b. The Company will notify the customer of any deviation from the authorized transmission or specifications established in provision of the service.

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**INTEGRATED SERVICES DIGITAL NETWORK****D. TERMS AND CONDITIONS (Cont'd)****4. Protection of the Network (Cont'd)**

- c. Upon notification by the Company that unauthorized transmission are present due to customer equipment or facilities, the customer or customer's authorized agent will correct the situation on an expeditious basis. If the correction is not forthcoming on an expeditious basis, the Company may at its sole discretion, disconnect service to protect the network. The Company shall not be liable for and disclaims liability for losses which might be incurred as a result of disconnecting the service and disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. With respect to such equipment or service, the Company shall not be liable for any incidental or consequential damages, including but not limited to loss, damage, or expenses directly or indirectly arising from the customer's use of or inability to use this service or equipment, either separately or in combination with other services or equipment.

**E. STANDARD FEATURES AND FUNCTIONS****Description**

Two sets of features are being offered with ISDN Service; one set for voice and one set for data. Because of CPE selected by the customer or the customer's agent, some of the features offered may function differently, may not be available, or may be required to be offered via an access code. The standard features and functions support two devices per Digital Subscriber Line (DSL). Any ISDN feature may be activated by depressing a button on the ISDN set or by dialing an access code. The customer can assign how each feature is activated. The feature sets are as follows:

**1. Voice Features**

- a. Analog Call Appearance – enables analog station users to share their call appearance on a DSL ISDN Service user's device. All Analog Call Appearances must be provisioned from the same serving central office as the DSL ISDN Service. One appearance, per number, per device is allowed. Some analog services are not compatible with DSL ISDN Service.
- b. Additional Call Offering – allows the user to be notified of an additional call when the telephone set is busy. Similar to conventional Call Waiting, multiple incoming calls to a directory number or secondary directory number (if purchased) can be terminated to the telephone.
- c. Call Appearance – is the position on the device to which numbers are assigned. A Directory Number can be shared by more than one ISDN device. The quantity and/or position of Primary Directory Number (PDN), Secondary Directory Numbers (SDN), Analog Call Appearance (ACA) and Shared Call Appearance (SCA) are limited by the configuration of the ISDN CPE. A Total of four call appearances per device are included in the standard package.

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## INTEGRATED SERVICES DIGITAL NETWORK

E. STANDARD FEATURES AND FUNCTIONS (cont'd)1. Voice Features (Cont'd)d. Call Exclusion - This feature has two options:

Automatic Exclusion - allows a user to restrict other users that share a Directory Number from bridging onto an active call or retrieving a held call. This option is automatically invoked whenever the user goes off hook to receive or place a call.

Manual Exclusion - allows a user to restrict other users, which share a Directory Number from bridging onto an active call or retrieving a held call. This option is activated by pressing a feature button or dialing a code before dialing a call or during a call.

e. Call Forwarding Busy Line – All Calls (Pre-programmed)-allows all calls to a busy Primary Directory Number to be forwarded to another number.f. Call Forwarding – Don't Answer (Pre-programmed) - allows all calls terminating to an idle Primary Directory Number to be forwarded to another number when the called PDN does not answer after a predetermined number of seconds.g. Call Forwarding Variable-All Calls - allows a user to forward all Primary Directory Number calls to another number by pressing the Call Forwarding-Variable feature button or dialing a code. The forward-to number is customer changeable. The user must activate or deactivate the forwarding function by using either an access code or a feature button. The standard configuration provides for this feature on a feature button.h. Call Hold - allows the user to place a call on hold by depressing a button or dialing a code.i. Call Transfer - enables the user to transfer a call to a third party by depressing a button or dialing a code.

## INTEGRATED SERVICES DIGITAL NETWORK

E. STANDARD FEATURES AND FUNCTIONS (Cont'd)

1. Voice Features (Cont'd)
  - j. Clear Channel Capability - a characteristic of the transmission paths on the B Channel that allows the full bandwidth of 64 Kbps to be available to the customer. It is also possible to bridge two B Channels together to achieve data transmission speeds of 128 Kbps. However, ISDN interconnection to or through non-ISDN equipped central offices will potentially be subjected to analog transmission or sub-rated to 56 Kbps per channel.
  - k. Conference (3 way) - allows a user to establish a three-way conference call by depressing a button or dialing a code.
  - l. Display - Provides the ISDN terminal a display of the time and date, calling number, call appearance identification, called number, incoming call identifier and feature activation operation.
  - m. Drop - allows a user to drop the last party added to a conference call or to disconnect a two-party call by depressing a button or dialing a code.
  - n. Intercom - allows a user to establish a dedicated priority call to any other station that is a member of the same intercom group within the same central office. Special alerting, depending on CPE, is provided for an incoming intercom call. Intercom is only available with multi-line service.
    - 1) Auto Intercom - when deployed with multi-line service, allows two members to be part of an intercom group, which enables intercom calls to be completed by depressing the feature button. Dialed digits are not required.
    - 2) Dial Intercom - allows a user to establish a call to any other station that is a member of the same intercom group. This is done by pressing the Intercom button and dialing one or two digits. Special alerting, depending on CPE, is provided for an incoming Intercom call.

## INTEGRATED SERVICES DIGITAL NETWORKS

E. STANDARD FEATURES AND FUNCTIONS (Cont'd)1. Voice Features (Cont'd)

- o. Primary Directory Number (PDN)-Each ISDN line is assigned one PDN.
- p. Ringling Options-allows ISDN customers to establish flexible call handling arrangements for answering incoming calls that terminate on the shared Call Appearances of a Directory Number. The ringing options available on a per-device basis for a shared Directory Number are as follows:
  - 1) Abbreviated Ringing-assigned for a user who wants the device to begin ringing immediately for an incoming call and to stop ringing after "N" seconds.
  - 2) Delayed Ringing-assigned for an incoming call to be delayed for "N" seconds, however, the Call Appearance indicator or "status" lamp begins flashing immediately.
  - 3) No Ringing-assigned for a user who desires no ringing for an incoming call that terminates on a Call Appearance of the Directory Number.
  - 4) Normal Ringing-Ringing begins immediately for an incoming call and continues until the call is forwarded, answered, or abandoned.
- q. Secondary Directory Number (SDN)- is any directory number other than the Primary Directory Number assigned to an ISDN device. If more than one SDN is assigned to a device, additional charges will apply.
- r. Shared Call Appearance - allows several devices to share one or more call appearance for a particular directory number. Origination of and termination of calls on one terminal will affect all terminals sharing the call appearance. This service is only available with multi-line ISDN service.
- s. Speed Calling - permits a user to dial pre-programmed numbers using fewer digits than normally required. A speed call list allows for up to thirty preprogrammed numbers per terminal.
- t. Standard Configuration Group – the standard arrangement which associates a button of an ISDN station set to a feature.
- u. Visual Message Waiting Indicator - is available on PDNs and notifies the user of a message waiting by lighting a lamp on the customer's phone. Messages may be retrieved by calling the message service center or by accessing a voice mail system. The feature is dependent on the serving ISDN equipped central office and the customer's equipment.

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## INTEGRATED SERVICES DIGITAL NETWORKS

E. STANDARD FEATURES AND FUNCTIONS(Cont'd)2. Data Features

- a. Call Forwarding Busy Line For Circuit-Switched Data - permits all circuit-switched data calls attempting to terminate to a busy Primary Directory Number to be redirected to another customer-specified directory number. A busy line condition exists when a circuit-switched data B-channel is unavailable. This feature can either be assigned to the user on an active basis or it can be assigned to a feature button or feature code that can be activated or deactivated by the user. If the feature is assigned to a feature button or feature new forward-to directory number.
- b. Call Forwarding Don't Answer For Circuit-Switched Data - permits all circuit-switched data calls attempting to terminate to an idle Primary Directory Number to ring a specified number of seconds prior to being forwarded to a previously specified directory number. This feature can either be assigned to the user on an active basis or it can be assigned to a feature button or feature code that can be activated or deactivated by the end user. If the feature is assigned to a feature button or feature code, forward-to directory number can be changed by dialing an access code and programming the new forward-to directory number.
- c. Call Forwarding Variable-All Call For Circuit-Switched Data - allows circuit-switched data calls attempting to terminate to a line to be redirected to another specified line. The user must activate or deactivate the forwarding function by either using a feature code or a feature button. If the feature is assigned to a feature button or feature code, the forward-to directory number can be changed by dialing an access code and programming the new forward-to directory number.

3. D-Channel Packet-Switched Data Features

- a. X.25 Flow Control Parameter Negotiation - permits negotiation on a per-call basis of the flow control parameters associated with a given virtual call, such as packet size and window size for each direction of data transfer. The data window size and the maximum packet size is negotiated automatically during an X.25 data call.
- b. X.25 Logical Channels - virtual circuits rather than physical circuits are used to establish packet switch calls. When a virtual circuit is established, a logical channel is assigned at the CPE and the switch for the duration of the call. A virtual circuit does not use any capacity of the facility unless data is actually being transferred. Two logical channels are provided per DSL.
- c. X.25 Throughput Class Negotiation - permits negotiation on a per-call basis of the throughput class for each direction of data transfer associated with a virtual call. The data terminal can negotiate the throughput call for an X.25 data call.

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INTEGRATED SERVICES DIGITAL NETWORK

F. RATES AND CHARGES

1. The standard package includes a total of six call appearances per terminal. The four call appearances will include one Primary Directory Number and three call appearances made up of the following:

Maximum of one Secondary Directory Number

Maximum of three call appearances of the Primary Directory Number (same number)

Maximum of four call appearances of the Secondary Directory Number (same number)

Maximum of one Analog Call Appearance

Maximum of two Shared Directory Numbers

2. Additional call appearances are available at rates and charges specified in Optional Features and Functions.

**INTEGRATED SERVICES DIGITAL NETWORKS**

**F. RATES AND CHARGES (Cont'd)**

3. Rates and Charges for ISDN Service are as follows:

a. BRI-Base Rate Interface including standard features and functions, each

	<u>NRC</u>	<u>Monthly</u>
Residence	\$110.00	\$ 35.00
Business	\$110.00	\$ 45.00

b. PRI-Primary Rate Interface including standard features and functions, each

	<u>NRC</u>	<u>Monthly</u>
6 Month Contract	\$300.00	\$600.00
3 Year Contract	\$250.00	\$550.00
5 Year Contract	\$200.00	\$500.00

c. Change Charges

1.) Changes made to a DSL, per order	\$ 20.00	N/A
2.) Feature changes, per order	\$ 15.00	N/A

\* Customers who cancel service prior to the expiration of their contract term will be liable for the number of months remaining on the contract times the monthly charge.

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**INTEGRATED SERVICES DIGITAL NETWORK**

**F. RATES AND CHARGES (Cont'd)**

	<u>NRC</u>	<u>Monthly</u>
d. Optional Features and Functions		
Additional Analog Call Appearance, per number	\$ 7.00	\$ 1.00
Additional Call Appearances, per appearance	\$ 7.00	\$ 1.00
Additional X.25 Logical Channel, per logical channel	\$ 12.00	N/A
Additional Primary Directory Number, per PDN (1)	\$ 15.00	\$ 5.00
Additional Secondary Directory Number, per SDN	\$ 10.00	\$ .50
Additional Shared Call Appearance, per appearance	\$ 7.00	\$ 1.00
Audible Message Waiting Indicator, per PDN	\$ 10.00	N/A
Call Forwarding Busy Line-All Calls, per number (2)	\$ 12.00	N/A
Call Forwarding Don't Answer-All Calls per number (2)	\$ 12.00	N/A
Call Forwarding Variable-All Calls, per SDN (2)	\$ 12.00	N/A
(1) Inherent with the purchase of an additional PDN are all of the standard voice and data features for ISDN Service.		
(2) Optional with Additional Secondary Directory Numbers.		

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**INTEGRATED SERVICES DIGITAL NETWORK**

**F. RATES AND CHARGES (Cont'd)**

	<u>NRC</u>	<u>Monthly</u>
d. Optional Features and Functions (Cont'd)		
Call Pick-Up, per number	\$ 12.00	N/A
Non-Standard Configuration Group, per button	\$ 13.00	N/A
Six-Way Conference, per terminal	\$ 18.00	\$ 1.00
Speed Calling 8, per terminal	\$ 15.00	\$ 1.00
X.25 Fast Select Acceptance per number	\$ 10.00	N/A
X.25 Reverse Charge, per number	\$ 10.00	N/A
X.25 Reverse Charge Acceptance, per number	\$ 10.00	N/A

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**DIRECT INWARD DIAL (DID) PBX STATION NUMBERS, TRUNKING AND  
COMMON EQUIPMENT**

**A. GENERAL**

1. Direct Inward Dialing (DID) permits incoming dialed calls from the exchange network to reach a special number within a customer system without the assistance of an attendant.
2. This service is subject to the availability of existing equipment and facilities. Construction charges will apply if additional equipment or facilities are required in the Central Office to provide this service. When equipment or service of a special type is requested and provided, rates and charges based on the additional costs involved to meet the requirements of each case shall apply.
3. Digital Central Offices  
  
The Telephone Company assigns station numbers for DID in blocks of 20 numbers in all digital central offices.
4. Customers to DID shall be responsible for the mechanical or manual interception of calls placed to station lines or numbers not connected for service.
5. The rates and charges specified are in addition to the applicable trunk rate or other rates and charges for other services or facilities with which this service is associated. It is the customer's responsibility to ensure that the CPE selected is compatible to operate with DID service.

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**DIRECT INWARD DIAL (DID) PBX STATION NUMBER, TRUNKING AND  
 COMMON EQUIPMENT (cont'd)**

**B. RATES**

	<u>Monthly Rate</u>	<u>Installation Charge</u>
1. Digital Central Office- Block of 20 Seven-Digit Numbers for Direct Inward Dial Station Numbers Assigned, each Block	\$ 60.00	\$ 15.00
2. First block of 100 Seven- Digit Numbers for Inward Dial Station Numbers Assigned, each Block	\$235.00	\$ 15.00
Additional block of 100 Seven-Digit Numbers for Inward Dial Station Numbers Assigned	\$ 50.00	\$ 15.00

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**PAYPHONE SERVICE****A. General Regulations**

1. Payphone Service includes lines to which coin, coinless, card reader or a combination of coin/card reader telephones may be attached.
2. Payphone Service is a two-way business exchange access line composed of the serving central office line equipment, all outside plant facilities needed to connect the serving central office with the customer's premises, and the Network Interface Device at the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for long distance service and local calling.
3. A maximum of one customer-provided instrument may be connected to any one Instrument.
4. General Rules and Regulations found in other sections of this tariff are applicable to the provision of Payphone Service.
5. Directory listings may be provided under the regulations governing the furnishing of listings for business subscribers.
6. A Network Interface Device will be installed at a location mutually agreed upon by the Payphone Service Provider and the Company. The Network Interface Device is a company-provided jack or its equivalent. It is the point of connection between the telephone company owned wiring and wiring owned by the Customer.
7. One directory will be distributed to the Payphone Service Provider without charge for each payphone business exchange line.
8. Installation Charges and the appropriate Network Interface Device (NID) material charge are applicable for the installation, move or rearrangement of the NID on the customer's premises to establish or reestablish network access.

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**PAYPHONE SERVICE****C. General Regulations (Cont'd)**

9. Installation Charges and the appropriate NID material charge apply when a premise visit is made for the sole purpose of installing a customer request NID.
10. The Company shall not be liable for shortages of coins collected and deposited at the subscriber's equipment. The limit of the Company's liability for end user fraud of whatever nature occurring at or in association with the subscriber's equipment shall be governed by provisions of this Tariff and the rules or regulations of the Missouri Public Service Commission. In case of conflict between the tariff provisions and Commission rules and regulations, the rules or regulations shall prevail.
11. Off-Premise Extensions are not permitted.
12. The Multiline Business Subscriber Line Charge, found in the interstate access tariff, is applicable to all payphone Instrument lines.

**B. Responsibility of the Customer**

1. The Customer for the purposes of this tariff is defined as the Payphone Service Provider.
2. The customer shall be responsible for the installation, operation and maintenance of the customer-provided instrument, plus all ancillary equipment, such as booths, shelves, lighting, directories, etc., used in connection with this service. The customer is responsible for complying with the requirements set forth in the American With Disabilities Act of 1990.  
  
The customer-provided instrument must be registered in compliance with Part 68 of the FCC's Registration Program. In addition, the customer must comply with the Missouri Public Service Commission's Rules and Regulations regarding the use of customer-provided pay telephones.
3. The customer shall be responsible for the payment of charges for all local and toll messages originating from or accepted at this type of service, including any Directory Assistance Calls.
4. The customer shall be responsible for obtaining a Certificate of Service Authority (CSA) to provide Payphone Service and for providing proof of said authority prior to installation of service.

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**PAYPHONE SERVICE**

**B. Responsibility of the Customer (Cont'd)**

5. Customers who elect not to subscribe to Selective Class of Call Screening will be fully responsible for all calls billed to customer's exchange access line. The Telephone Company shall have no responsibility to adjust any such charges and/or release customer from paying any such charges. Customer will hold the Telephone Company harmless from any liability or loss resulting from all calls billed to customer's exchange access line.
6. Any federal, state, or local taxes on the Customer Owned Pay Telephone or calls made from that phone are the responsibility of the customer.
7. The customer shall not program or cause to be programmed any such telephone used in connection with this service to limit the duration of a local message.

**C. Violation of Regulations**

1. Upon notification from the Company that the customer-provided equipment or inside wire is causing or is, likely to cause harm, the customer shall make such change as is necessary to remove such harm. Failure to make such change will result in the disconnection of service until such change is completed to the satisfaction of the Company.
2. The customer may be required, as a condition of service, to pay in full all sums due the Company including, but not limited to, customer activity charges, termination charges, minimum charges, and reimbursement for loss or damage to Company facilities as may apply.

**D. Instrument Implemented Payphone Service**

Instrument Implemented Payphone Service is offered for use with a customer provided pay telephone. All attachments of a customer provided instrument to the network must be made pursuant to the rules and regulations set forth in this Tariff and as required by State and Federal commissions.

## E. Features and Functions

1. Answer Supervision provides signaling on the line notifying the line that the called party has answered.
2. Coin Collection and Return provides an electrical signal on a CO Implemented Line indicating to the payphone equipment to collect coin(s) from or return coin(s) to the calling party. This feature is an additive to the CO Implemented Coin Line.
3. Special Number Assignment is a specific number requested by the customer. This service is available where facilities are accessible and it is technical feasible to provide. This feature is an additive to the Instrument Implemented Payphone Service.
4. Selective Class of Call Screening will be provided where such facilities are available at the customer's option. Selective Class of Call Screening treatment enables the customer to restrict outgoing operator-handled calls, placed over the Telephone Company's network, from the service point to only those calls which are charged to a called telephone, a third number or a calling card.
5. Validation may be performed through Originating-Line Screening (OLS). OLS enables operator service providers to determine whether there are billing restrictions on the exchange access line from which a call originates. OLS service delivers codes on operator assisted calls to identify calls originating from privately owned payphones, inmate locations, and hotels/motels, etc. Rates for this service are found in the appropriate interstate access tariff, when facilities and service are available. The customer has the option to request either Selective Class of Call Screening or OLS.

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**PAYPHONE SERVICE**

F. Rates and Charges

1. Exchange Access Line
 

Instrument Implemented Payphone Service, 2-Way Service	\$ 20.00	
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2. Features and Functions
 

	<u>Monthly Rate</u>	<u>NRC</u>
Answer Supervision	\$ 2.00	
Special Number Assignment		\$ 5.00
Selective Class of Call Screening	\$ 2.00	
  
3. A local message from Customer Provided Payphone Service served by a given exchange is a completed local call originating at such service and terminating at any service which may be called without a toll charge.
  
4. Installation Charges, as specified elsewhere in this Tariff, apply in addition to other charges specified for Instrument Implemented Payphone Service.
  
5. Where Custom Calling Service is desired, the charges as specified in the appropriate Sections of this Tariff are applicable for Instrument Implemented Payphone Service.
  
6. Rates and Charges contemplate a normal business exchange access line service installation.

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**ENHANCED BUSINESS SERVICES****A. GENERAL**

Enhanced Business Services (EBS) is a service offering enhanced features on Business One Party Touch Tone Local Exchange Service. The service is limited to customers with a minimum of two access lines.

**B. CONDITIONS**

1. Enhanced Business Services is offered in two different versions:
  - a. EBS I - offered to customers with 2 – 6 lines.
  - b. EBS II - offered to customers with 2 – 500 lines.
2. Customer premise equipment must be compatible with the services and equipment provided by the Company.
3. The minimum charge for Enhanced Business Services shall be one month.
4. Any combination of Enhanced Business Services features listed in paragraph C. may be added to access lines with an EBS group with the following exceptions:
  - a. Call Waiting and Busy Call Forward are mutually exclusive. Both services can not be available on the same line.
  - b. Enhanced Business Services features can only be added in accordance with the availability identified for each feature for the particular EBS service subscribed to (i.e. EBS-I or EBS-II).
  - c. Abbreviated Dialing Features have the following limitations:
    1. Long Speed Calling and Short Speed Calling are mutually exclusive for a given EBS line. Only one of the two services can be subscribed to.
    2. Long Speed Calling and Group Speed Calling or Convenience Calling are mutually exclusive for a given EBS line. Only one of these services can be subscribed to. However, Group Speed Calling or Convenience Calling and Short Speed Calling can be subscribed to simultaneously.

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**ENHANCED BUSINESS SERVICES (Cont'd)****C. DESCRIPTION OF SERVICE FEATURES**

1. Basic Features
  - a. Direct Inward Dialing (EBS-I / EBS-II) – Calls to individual EBS lines maybe dialed directly to the line from an outside line.
  - b. Direct Outward Dialing:
    1. EBS-I - Calls to outside lines may be dialed using the standard calling sequence.
    2. EBS-II - Calls to outside lines may be dialed by dialing 9 and the standard calling sequence.
  - c. Station to Station Dialing (EBS-II) – This feature allows an EBS subscriber to complete a call to other lines within the same EBS group by dialing the last one to four digits of the line number. The EBS customer selects the number of digits to be dialed.
2. Add-on Features
  - a. Busy Transfer (EBS-I / EBS-II) - Allows calls routed to a busy station to be rerouted automatically to another station within the group.
  - b. Call Forwarding (EBS-I / EBS-II) – When activated, all incoming calls to the line are forwarded to another preselected line.
  - c. Call Hold (EBS-I / EBS-II) – This feature allows an EBS subscriber to place an established call on hold freeing the subscriber's line to originate another call, use call pickup, retrieve a waiting call, or return to a previously held call.
  - d. Call Pickup (EBS-I) – Allows the EBS-I subscriber to answer any ringing phone within the group by dialing a code.
  - e. Call Pickup Group (EBS -II) – This feature allows the EBS-II subscriber to answer a call to an unattended station in the same call pickup group. With EBS-II a customer can establish up to 50 call pickup groups within the subscriber's total call group. Each EBS line can belong to only one call pickup group and can only answer calls to other lines within that pickup group.

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## ENHANCED BUSINESS SERVICES – (Cont'd)

## C. DESCRIPTION OF SERVICE FEATURES (Cont'd)

## 2. Add-on Features (Cont'd)

- f. Call Transfer (EBS-I / EBS-II) – Allows a subscriber to transfer a call to another line either within or outside the EBS customer group.
- g. Call Waiting (EBS-I / EBS-II) – Alerts a subscriber who is using his EBS line that another call is waiting. Audible ringback is returned to the calling party instead of a busy tone. This feature also allows the subscriber to dial a code before placing a call to cancel Call Waiting for the duration of that call. Once the call has been terminated the Call Waiting feature is automatically reactivated.
- h. Directory Number Hunt (EBS-I/ EBS-II) – Permits incoming calls to be switched to an idle line based upon a predesignated hunting sequence.
- i. Distinctive Ringing (EBS-I / EBS-II) – Provides the subscriber with different ringing patterns for calls originating inside or outside the EBS customer group. In addition a different signal is provided on Call Waiting, if the customer subscribes, for calls originating inside or outside the EBS customer group.
- j. Don't Answer Transfer (EBS-I / EBS-II) – Automatically transfers terminating calls encountering no answer (within a preselected number of ring cycles) to a predesignated line within the group.
- k. Intercom (EBS-I) – Allows the subscriber to EBS-I to dial other lines in the EBS group by dialing the pound sign (#) and a single digit.
- l. Restricted Station Options (EBS-I / EBS-II) – Allows the EBS subscriber to predesignate limitations on incoming and outgoing calls to/from an EBS line. Incoming calls maybe restricted to calls from the EBS group. Each EBS line may have two different levels of outgoing restrictions. Outgoing restrictions might include EBS group only, local calling only, intraLATA calling only, or interLATA calling only, for example. Limitations may apply and specific restrictions desired must be discussed with the Telephone Company. Each requested restriction is counted as a separate basic feature.
- m. Three Way Conference Calling (EBS-I / EBS-II) – This feature allows an EBS subscriber to form a three-way conference call with two other parties, located either within or outside the EBS group.

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**ENHANCED BUSINESS SERVICES (Cont'd)****C. DESCRIPTION OF SERVICE FEATURES (Cont'd)**

## 3. Abbreviated Dialing Features

- a. Convenience Dialing (EBS-I) – This feature allows an EBS-I group to use a Convenience Dialing List which associates each of 30 frequently called numbers (up to 15 digits each) with a two digit code. These numbers can be dialed by dialing an asterisk (\*) and the two digit code.
- b. Group Speed Calling (EBS-II) - This feature allows the EBS-II customer to assign the access lines in his total group to up to 20 speed calling groups. Each user within a group can then use the Group Speed Calling List for that group which associates each of 30 frequently called numbers (up to 15 digits each) with a two digit code. The frequently called numbers can be dialed by dialing an asterisk (\*) and the two digit code.
- c. Short Speed Calling (EBS-I / EBS-II) – This feature allows any individual line of an EBS customer to establish a speed calling list of eight frequently used numbers (up to 15 digits each) with a single digit index code. The subscriber can then dial these frequently called numbers by dialing an access code (usually \*74) and the index code.
- d. Long Speed Calling (EBS-I / EBS-II) – This feature allows any individual line of an EBS customer to establish a speed calling list of thirty frequently used numbers (up to 15 digits each) with a two digit index code. The subscriber can then dial these frequently called numbers by dialing an access code (usually \*74) and the index code.
- e. See paragraph B(4)c above for restrictions related to Abbreviated Dialing Features.

**D. Rates**

1. In addition to the EBS line rates as specified in this section, rates for Business Local Exchange Service apply.
2. Installation and move and change charges are applicable as set forth in this tariff.

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**ENHANCED BUSINESS SERVICES – (Cont'd)**

**D. Rates – (Cont'd)**

3. All rates listed below are per individual EBS line.

	Monthly Rate <u>EBS-I</u>	Monthly Rate <u>EBS-II</u>
a. Basic features and a Package of 6 of the Add-on Features as listed in paragraph C above	13.00	15.00
b. Basic features and a Package of 12 of the Add-on Features as listed in paragraph C above	18.00	18.00
c. Convenience Dialing	6.00	N/A
d. Group Speed Calling	N/A	6.00
e. Short Speed Calling	3.75	3.75
f. Long Speed Calling	6.40	6.40

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