

LDD, Inc.
24 South Minnesota
Cape Girardeau, Missouri 63702

Missouri Tariff No. 3
Original Page 4

NOV 2 1998

APPLICATION OF TARIFF

MISSOURI PUBLIC SERVICE COMM

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange, exchange access, and intrastate toll communications services within the state of Missouri.

Missouri Public
Service Commission

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SECTION 1.0 - DEFINITIONS

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For the purpose of this tariff, the following definitions will apply:

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Advance Payment: Part or all of a payment required before the start of service.

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is to allow for billing of toll calls.

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Company or Carrier: Refers to LDD, Inc., issuer of this tariff.

Customer or Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

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

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SECTION 1.0 - DEFINITIONS, CONT'D

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

IXC or Interexchange Carrier: A long distance telecommunications services provider.

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

LDD: LDD, Inc., the issuer of this tariff.

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

Multiline: An individual flat rate exchange service furnished by means of two or more exchange lines (terminating in apparatus which facilities pick-up by associated stations. Multiline rates do not apply where the PBX trunk rate applies or 10 Centrex Service.

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

NPA: Numbering plan area or area code.

PBX: Private Branch Exchange

Point of Presence ("POP"): Point of Presence

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

SWBT: Refers to Southwestern Bell Telephone Company.

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SECTION 1.0 - DEFINITIONS. (CONT'D)

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

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Toll Free: A term used to describe the service formerly known as 800 Service. Toll Free Service provides incoming service utilizing 800, 888 and other 8XX numbers.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

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

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SECTION 2.0 - RULES AND REGULATIONS

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2.1 Undertaking of the Company

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2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way ~~and/or~~ two-way information transmission originating from points within the State of Missouri, and terminating within a local calling area as defined herein.

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

2.1.2 Shortage of Equipment or Facilities

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

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

MO. PUBLIC SERVICE COMMISSION

2.13 Terms and Conditions

- .1 Service is provided on the basis of a minimum period of at least thirty days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- .2 Customers may be required to enter into written or verbal service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- .3 Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- .4 This tariff shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

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

MO. PUBLIC SERVICE COMM.

2.1.3 Terms and Conditions, (Cont'd.)

- .5 Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- .6 To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- .7 The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.) NOV 2 1998

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

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2.1.4 Limitations on Liability

- .1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7 and direct damages of up to the equivalent of one month's service.
- 2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2.0 - RULES AND REGULATIONS, (CONFIDENTIAL)

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

MISSOURI PUBLIC SERVICE COMMISSION

2.1.4 Limitations on Liability, (Cont'd.)

- .4 The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- A. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - B. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - C. Any unlawful or unauthorized use of the Company's facilities and services;
 - D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - E. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2.0 - RULES AND REGULATIONS. (CONT'D)

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

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2.1.4 Limitations on Liability, (Cont'd.)

.4 (Cont'd.)

- F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act ~~or omission of the Customer, or the~~ construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- I. Any noncompletion of calls due to network busy conditions;
- J. Any calls not actually attempted to be completed during any period that service is unavailable;
- K. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

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

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2.1.4 Limitations on Liability, (Cont'd.)

- .5 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- .6 The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- .7 Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- .8 Directory Errors

In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes or omissions of directory listings, or errors or mistakes in omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. The terms "error", "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular Customer's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the Customer on an incorrect street or in an incorrect community. An allowance for errors, mistakes or omissions of published directory listings or for listing obtainable from the directory assistance operator shall be given as follows:

- A. Free Listings: No credit applicable.
- B. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

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SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

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

2.1.5 Notification of Service-Affecting Activities

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The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- .1** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- .2** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- .3** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- .4** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

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

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2.2.6 Provision of Equipment and Facilities, (Cont'd.)

5. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- A. the thorough transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.7 ~~Nonroutine~~ Installation

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is 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;

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SECTION 2.0 - RULES AND REGULATIONS. (CONT'D)

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

2.1.8 Special Construction, (Cont'd.)

- .7** involving abnormal costs; or
- .8** in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Missouri Public Service Commission's regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

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2.3 Obligations of the Customer

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23.1 General

MISSOURI PUBLIC SERVICE COMMISSION

The Customer shall be responsible for:

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

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

MISSOURI PUBLIC SERVICE COMMISSION

2.3.1 General, (Cont'd.)

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

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D)

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2.4 Customer Rights and Responsibilities

MISSOURI PUBLIC SERVICE COMMISSION

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. This information will be delivered to the Customer.

2.4.1 Your Telephone Bill

You will receive a telephone bill from us each month. The company provides basic local and long distance services. LDD does not normally require deposits, although deposits may be required from Customers whose credit history is unacceptable or unavailable. LDD reserves the right to collect advance payments for recurring and non-recurring charges. Payment in full is due within 30 days of the date of the bill. If LDD does not receive your payment within 30 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach LDD by the due date.

2.4.2 Payment Arrangements

Payment must be sent to LDD or made to one of our Agent locations. Payment for service may be by credit card or check, or may be paid in cash at an authorized Agent location. Returned checks are subject to a charge of \$20.00 or 5% or the amount of the check, whichever is greater. If you are temporarily having difficulty paying your telephone bill, please call LDD as 800-550-9363. By doing this, you may avoid having your phone service suspended or disconnected.

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2.4 Customer Rights and Responsibilities, (Cont'd.)

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2.4.3 Disconnection or Suspension of Telephone Service

Your telephone service is subject to disconnection or suspension for any of the reasons listed below. If service is disconnected, a new telephone number will be assigned and you will be required to pay installation charges again. If service is suspended, your telephone number is reserved for ten (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 five (5) days after a charge has become delinquent. Additionally, LDD will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your 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.
- .3 Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- .4 Misrepresentation of the identity in obtaining telephone utility service

2.4.4 Procedures for Handling Inquiries and Complaints

Telephone inquiries may be directed to LDD at 800-550-9363. Written inquiries may be directed to LDD, Inc. 24 South Minnesota, Cape Girardeau, Missouri 63702.

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SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

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2.4 Customer Rights and Responsibilities, (Cont'd.)

MISSOURI PUBLIC SERVICE COMMISSION

2.4.5 Filing a Complaint with the Missouri Public Service Commission

If LDD cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 301 West High Street, Room 530, Jefferson City, Missouri 65101, or toll free at 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: PO Box 360, Jefferson City, Missouri 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, 7th Floor, Jefferson City, Missouri 65101. The Public Counsel's telephone number is (573) 751-4857.

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LOCAL SERVICE COMM

2.5 Customer Equipment and Channels

2.5.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically **stated** in this tariff.

2.5.2 Station Equipment

- .1 Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2.0 - RULES AND REGULATIONS. (CONFIDENTIAL)

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2.5 Customer Equipment and Channels, (CONFIDENTIAL)

MISSOURI PUBLIC SERVICE COMMISSION

2.5.3 Inspections

- 1** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and ~~inspections~~ as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- 3** ~~If harm~~ to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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2.6 Customer Deposits and Advance Payments

it is requested that the public be advised

2.6.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges and recurring charges for a period to be set ~~between~~ the Company and the Customer. The advance payment will be credited to the Customer's next bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

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2.1 Customer Deposits and Advance Payments (Cont'd.)

MISSOURI PUBLIC SERVICE COMMISSION

2.7.2 Deposits

- .1 To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Missouri Public Service Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two months of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- .2 Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- .3 Deposits will accrue interest annually in accordance with Missouri Public Service Commission Rules. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- .4 The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.
- .5 The Company will not collect deposits on residential accounts.

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SECTION 2.0 - RULES AND REGULATIONS, ~~CONFIDENTIAL~~

~~CONFIDENTIAL~~

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2.1 Payment Arrangements

2.7.1 Payment for Service

~~CONFIDENTIAL~~

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

2.7.2 Billing and Collection of Charges - General

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- 1 Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.
- 2 The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- 3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- 4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, ~~circuit~~ arrangement or component is discontinued.

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SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

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2.1 Payment Arrangements, (Cont'd.)

MO. PUBLIC SERVICE COM.

2.7.2 Billing and Collection of Charges - General, (Cont'd.)

- .5** If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- .6** The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. ~~If the~~ Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Missouri Public Service Commission in accordance with the Commission's rules of procedure. The **address** of the Commission is as follows:
- Missouri Public Service Commission
730 ~~Schenkel~~ Avenue
Frankfort, KY 40602
- .7** If service is disconnected by the Company and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, restoration of service will be subject to the rates in Section 4.1 of this tariff.

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2.1 Payment Arrangements, (Cont'd.)

MO. PUBLIC SERVICE COM.

2.7.3 Billing and Collection of Charges - Residential

- .1** The Company issues residential bills on a monthly basis with bills received by the Customer on or about the same day each month. The Company will not alter the residential billing cycle unless affected Customers are sent a bill insert or other written notice explaining the alternation not less than thirty (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.
- .2** The Company sets for the following on residential 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 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;
 - 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 inquiries may be made;
 - J)** if a deposit is held by the company
- .3** During the **first** billing period in which a residential Customer receives service, the Company provides each customer with an insert or other written notice which contains an itemized account **of the** charges for the equipment and service for which the Customer has contracted.

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SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

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2.1 Payment Arrangements, (Cont'd.)

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2.7.3 Billing and Collection of Charges - Residential, (Cont'd.)

- 4 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 to both the Customer and the Company. A copy of the settlement agreement shall be delivered or mailed to the Customer upon request by the Customer.

2.7.4 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated. The Company will make reasonable efforts to contact the Customer at least twenty-four (24) hours in advance prior to disconnecting telephone service.

Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- 1 Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 21 days from the date of the bill and only following proper written notification.
- 2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 4 Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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2.1 Payment Arrangements, (Cont'd.)

REG. 1 STATE SERVICE DIVISION

2.7.4 Discontinuance of Service for Cause, (Cont'd.)

- .5 Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges. The Company will provide written notice of cause within 24 hours.
- .6 Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- .7 Without notice in the event of tampering with the equipment or services furnished by the Company.
- .8 The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate toll free service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with thirty (30) days written notice.

2.7.5 Discontinuance of Residential Service

- .1 Residential Service may be discontinued for any of the following reasons:
 - A) nonpayment of an undisputed delinquent charge;
 - B) 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;
 - C) failure to substantially comply with terms of a settlement agreement;
 - D) refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
 - E) material misrepresentation of identity in obtaining telephone utility service;
 - F) as approved by federal law.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.) 40V 2 098

2.1 Payment Arrangements, (Cont'd.)

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2.7.5 Discontinuance of Residential Service, (Cont'd.)

- 2 Residential service may not be discontinued for failure to pay charges not subject to the Missouri Public Service Commission's jurisdiction unless specifically authorized in this tariff and approved by the Commission.
- 3 Residential 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 Company are not available to facilitate reconnection of service or on a day immediately preceding such day.
- 4 Residential Customers shall have a minimum of 21 days from the rendition of a bill to pay the charges stated.
- 5 Residential service shall not be discontinued unless written notice by first-class mail is sent or delivered to the Customer at least five (5) days prior to the date of the proposed discontinuance.
- 6 At least twenty-four (24) hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise them of the proposed discontinuance and what steps must be taken to avoid it.
- 7 The company Notices of Discontinuance shall contain the following information:
 - A) the name, address and the telephone number of the Customer;
 - B) a statement of the reason for the proposed discontinuance and the cost (to the Customer);
 - C) the date after which service will be discontinued unless appropriate action is taken;
 - D) how a Customer may avoid the discontinuance;
 - E) the Customer's right to enter into a settlement agreement in the claim is for a charge not in dispute and the Customer is unable to pay the charge in full;
 - F) the telephone number where the Customer may make an inquiry;
 - G) a statement that this notice will not be effective if the charges involved are part of an unresolved dispute;
 - H) a statement of the exception for medical emergency as follows.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.) NOV 2 1998

2.7 Payment Arrangements, (Cont'd.)

MOBILE SERVICE CONTINUED

2.7.5 Discontinuance of Residential Service, (Cont'd.)

- .8 Residential Medical Emergency: The 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 who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide the Company with reasonable evidence of such necessity.

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SECTION 2.0 - RULES AND REGULATIONS. (CONT'D)

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2.1 Payment Arrangements, (Cont'd.)

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2.7.6 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company notice of desire to terminate service.

2.7.7 Cancellation of Application for Service

- .1 Where the Company permits the Customer to cancel an application for service prior to ~~the~~ start of service or prior to any special construction, no charges will be imposed except for those specified below.
- .2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the ~~service~~ that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period ~~of services~~ ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- .3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for ~~return~~ on investment, and any other costs associated with the special construction or arrangements.
- .4 The special charges described in this Section will be calculated and applied on a case-by-case basis.

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2.7 Payment Arrangements (Cont'd.)

2.7.8 ~~2.7.8~~ ~~2.7.8~~ ~~2.7.8~~

2.7.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.7.9 Return Check Charge

A service charge equal to \$20.00 will be assessed in accordance with Missouri law for all checks returned by a bank or other financial institution for: ~~Insufficient~~ or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating ~~return~~ of the instrument at the discretion of the ~~drawee~~ bank or other financial institution.

2.8 Taxes and Fees

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Missouri gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Missouri Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Missouri, or ~~both~~, and are charged to a Customer's telephone number or account in Missouri.

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SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

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2.9 Allowances for Interruptions in Service

in "C" & "D" Service Class

2.9.1 General

- 1 A credit allowance will be given when service is interrupted, except as specified in Section 2.8.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- 2 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 3 If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 4 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.9.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- 1 Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- 2 Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- 3 Due to circumstances or causes beyond the reasonable control of the Company;
- 4 During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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APPENDIX

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.) NOV 2 1998

2.9 Allowances for Interruptions in Service, (Cont'd.)

NO. LOCAL SERVICE CHARGE

2.9.2 Limitations of Allowances, (Cont'd.)

- .5 A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company, or utilize another service provider;
- .6 During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- .7 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- .8 That was not reported to the Company within thirty (30) days of the date that service was affected.

2.9.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 2.0 - RULES AND REGULATIONS. (CONT'D)

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2.9 Allowances for Interruption in Service, (Cont'd.)

MISSOURI PUBLIC SERVICE COMMISSION

2.9.4 Application of Credits for Interruptions in Service

- .1 Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the **interrupted** portion of the circuit will receive a credit.
- .2 For calculating credit allowances, every month is considered to have thirty (30) days.
- .3 A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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2.9 Allowances for Interruption in Service, (Cont'd.)

MISSOURI PUBLIC SERVICE COMMISSION

2.9.4 Application of Credits for Interruptions in Service, (Cont'd.)

.4 Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

.5 Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

.6 Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D)

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2.10 Cancellation of ~~Service/Termination~~ Liability

IS& / (LDI) SERVICE ORDER

If a Customer cancels a service order or terminates services before the completion of the term or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.10.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- .1 all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus;
- .2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- .3 all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- .4 minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

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2.11 Customer Liability for Unauthorized Use of the Network

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Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network

- .1 The Customer is liable for the unauthorized use ~~of the~~ network obtained through the fraudulent use of a Company calling card, if such a card is offered by ~~the~~ Company, or an accepted credit card, provided that ~~the~~ unauthorized use occurs before the Company has been notified.
- .2 A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

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

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2.12 Use of Customer's Service by Others

MISSOURI PUBLIC SERVICE COMMISSION

2.12.1 Resale and Sharing

SECTION 2.11.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE MISSOURI PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Missouri Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.12.2 Joint Use Arrangements

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

2.13 Transfers and Assignments

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

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2.14 Notices and Communications

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- 2.14.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other ~~communications~~, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.14.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.14.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.14.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2.15 Directory Listings

- 2.15.1 The Company does not publish a directory of Customer listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 2.15.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying a Customer's telephone number and as an aid to the use of telephone service.
- 2.15.3 The listings of Customers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by Customers or prospective Customers, the Company will not be a party to controversies between Customers as a result of the publication of such listings in the directories.
- 2.15.4 Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when, in its sole judgement, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the Customer cannot provide satisfactory evidence that he is authorized to do business as requested.
- 2.15.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgement, the clearness of the listing and the identification of the Customer is not impaired.
- 2.15.6 Generally, the listed address is the location ~~of the~~ Customer's place of business or residence.
- 2.15.7 Generally, a business listing consists of a name or dual name, a designation descriptive of the Customer's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name ~~of the~~ individual, ~~firm~~ or corporation which contracts for the service or the name under which a business is regularly conducted.
- 2.15.8 Liability ~~of the~~ Company due to directory errors and omissions is as specified in Section 2.1 of this tariff.

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SECTION 2.0 - RULES AND REGULATIONS. (CONT'D)

2.16 Universal Emergency Telephone Number Service (911, E911)

- 2.16.1 The Company is obligated to supply the **E911** service provider in the Company's service area (the E9 11 service provider) with information **necessary** to update the E9 11 database at the time the company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.
- 2.16.2 At the time the Company provides local basic service to a Customer by means of its own cable pair, or over any other exclusively owned facility, the company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 9 11. The Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point (**PSAP**).
- 2.16.3 The Company will collect 9 11 surcharges and remit all surcharge revenue to the appropriate governmental entity on a monthly basis pursuant to RSMO 190.3 10.
- 2.16.4 The 911 calling party, by dialing 911, waives the privacy afforded by nbn-listed and non-published service to the extent that the telephone number, name and address associated with the originating station location are furnished to the PSAP.
- 2.16.5 After the establishment of service, it is the Public Safety Agency's (PSA) responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over **any** address, annexations and other changes in municipal **and** county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper PSAP.

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2.16 Universal Emergency Telephone Number Service (911, E911), (Cont'd)

J&J, JULY SERVICE DIVISION

- 2.16.6 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 service. Under the terms of this tariff, the PSA must agree (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the PSA or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others. Under the terms of this tariff, the PSA must also agree to release, indemnify, defend and hold harmless the company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the PSA, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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SECTION 3.0 - SERVICE AREAS

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3.1 Exchange Service Areas

~~NO. PUBLIC SERVICE COMMISSION~~

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: (1) SWBT Telecommunications, Inc.

3.2 Rate Groups

Charges for local services provided by the Company in certain areas may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX hunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Missouri Public Service Commission reclassifies an exchange or End Office from one Rate Group to another, the reclassification will also apply to LDD Customers who purchase services under this tariff. Local calling areas and Rate Group assignments are equivalent to those areas and groups specified in SWBT P.S.C. Tariff Mo.-No. 17 and Tariff No. - 24.

3.2.1 Exchanges by Rate Group

.1 Rate Group A

Adrian	Brookfield	Essex
Advance	Campbell	Eureka
Agency	Cardwell	Farley
Altenburg-Frohna	Carl Junction	Fayette
Antonia	Carrollton	Fisk
Archie	Caruthersville	Frankford
Argyle	Center	Freeburg
Armstrong	Chaffee	Gideon
Ash Grove	Charleston	Glasgow
Beaufort	Clarksville	Grain Valley
Bell City	Clever	Gray Summit
Benton	Climax Springs	Greenwood
Billings	Deering	Hayti
Bismarck	DeKalb	Herculaneum-Pevely
Bloomfield	Delat	Higbee
Bloomsdale	Downing	Hillsboro
Bonne Terre	East Prairie	Holcomb
Boonville	Edina	Hornersville

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SECTION 3.0 - SERVICE AREAS. (CONT'D.)

MO. PUBLIC SERVICE COMMISSION

3.2 Rate Groups, (Cont'd.)

3.2.1 Exchanges by Rate Group, (Cont'd.)

.1 Rate Group A, (Cont'd.)

Knob Noster	New Franklin	St. Marys
Lamar	New Madrid	San Antonio
LaMonte	Oak Ridge	Scott City
Lancaster	Old Appleton	Senath
Leadwood	Oran	Slater
Lilbourne	Patton	Smithville
Linn	Paynesville	Stambery
Lockwood	Pierce City	Trenton
Louisiana	Pocahontas-New Wells	Tuscumbia
Macks Creek	Portage Des Sioux	Versailles
Malden	Portageville	Vienna
Marble Hill	Puxico	Walnut Grove
Marceline	Qulin	Wardell
Marionville	Richmond	Ware
Marston	Richwoods	Wellsville
Meta	Risco	Westphalia
Montgomery City	Rushville	Wyatt
Morehouse	Ste Genevieve	

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SECTION 3.0 - SERVICE AREAS, (CONT'D.)

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3.2 Rate Groups, (Cont'd.)

MISSOURI PUBLIC SERVICE COMMISSION

3.2.1 Exchanges by Rate Group, (Cont'd.)

.1 Rate Group B

Camdenton	Imperial	St. Joseph
Cape Girardeau	Jackson	Sedalia
Carthage	Joplin	Sikeston
Cedar Hill	Kennett	Union
Chesterfield	Kirksville	Valleypark
Chillicothe	Lake Ozark-Osage Beach	Washington
DeSoto	Manchester	Webb City
Dexter	Marshall	
Eldon	Maxville	
Excelsior Springs	Mexico	
Farmington	Monett	
Fenton	Moberly	
Festus-Crystal City	Neosho	
Flat River	Nevada	
Fredericktown	Pacific	
Fulton	Perryville	
Gravois Mills	Pond	
Hannibal	Poplar Bluff	
Harvester	St. Charles	
High Ridge	St. Clair	

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3.2 Rate Groups, (Cont'd.)

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3.2.1 Exchanges by Rate Group, (Cont'd.)

MISSOURI PUBLIC SERVICE COMMISSION

2 Rate Group C

Springfield Metropolitan Exchange

Principal Zone

Principal Zone Base Rate Area

Metropolitan Calling Area- 1 (MCA- 1) Zones

Fair Grove

Nixa

Republic

Rogersville

Strafford

Willard

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3.2 Rate Groups, (Cont'd.)

MO. PUBLIC SERVICE COMMISSION

3.2.1 Exchanges by Rate Group, (Cont'd.)

.3 Rate Group D

Kansas City Metropolitan Exchange St. Louis Metropolitan Exchange

Principal Zone

Principal Zone

Metropolitan Calling Area- 1 Zones

Gladstone
Independence
~~Parkville~~
~~Raytown~~
South Kansas City

Metropolitan Calling Area-1 Zones

~~Ferguson~~
Ladue
~~Nehlville~~
Overland
Riverview
Sappington
Webster Groves

Metropolitan Calling Area-2 Zones

~~Benton~~
Blue Springs
East Independence
Lee's Summit
Liberty
Nashua
Tiffany Springs

Metropolitan Calling Area-2 Zones

Bridgeton
Creve Coeur
~~Florissant~~
~~Kirkwood~~
Oakville
Spanish Lake

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3.3 Extended Area Service

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Extended Area Service is an arrangement whereby Customers in one exchange or zone can call Customers in contiguous exchanges. There is an extended area service additive that applies, per exchange or zone, in addition to the applicable local exchange rates.

Exchange	Additive		Exchange Area Included in Extended Area Service Calling Scope
	Residence	Business	
Adrian	\$0.65	\$1.65	Archie
Advance	\$0.40	\$1.05	Bell City
Agency	\$3.65	\$9.15	St. Joseph
Altensburg-Findlay	\$1.10	\$2.80	Pocahontas-New Wells
Antonia-Local only	\$2.20	\$5.55	Cedar Hill, Herculaneum-Bevely, High Ridge, Hillsboro, Imperial and Maxville
Antonia-Metropolitan Calling Area-4	\$2.20	\$5.55	Cedar Hill-Local only, Hillsboro-Local only
Archie-Local Only	\$1.25	\$3.15	Adrian
Archie-Metropolitan Calling Area-5	\$1.25	\$3.15	Adrian
Armstrong	\$3.65	\$9.15	Fayette, Glasgow
Bell City	\$1.20	\$3.05	Advance, Oran
Benton	\$1.95	\$4.90	Chaffee, Oran, and Scott City
Billings-Local only	\$1.00	\$2.55	Clever and Republic
Billings Metropolitan Calling Area-2	\$1.00	\$2.55	Clever-Local only

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3.3 Extended Area Service, (Cont'd.)

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Exchange	Additive		Exchange Area Included in Extended Area Service Calling Scope
	Residence	Business	
Bismarck	\$0.70	\$1.80	Flat River, Leadwood
Bloomfield	\$1.55	\$3.90	Dexter, Essex
Bloomsdale	\$0.90	\$2.30	Ste. Genevieve
Bonne Terre	\$0.80	\$2.05	Flat River, Leadwood
Boonville	\$0.15	\$0.40	New Franklin
Camdenton	\$1.05	\$2.65	Gravois Mills, Lake Ozark-Osage Beach
Cape Girardeau	\$0.40	\$1.05	Jackson, Scott City, McClure, Illinois (1)
Cardwell	\$1.95	\$4.90	Homersville, Senath
Carl Junction	\$2.00	\$5.05	Joplin, Webb City
Carrollsville	\$1.40	\$3.55	Deering , Hayti
Cedar Hill-Local only	\$1.00	\$2.55	Antonia, High Ridge, Hillsboro and Ware
Cedar Hill- Metropolitan Calling Area-5	\$1.00	\$2.55	Hillsboro-Local only, Ware-Local only
Chaffee	\$1.45	\$3.65	Benton , Delta, Oran, Scott City

(1) Illinois Bell Telephone Company exchange.

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3.3 Extended Area Service, (Cont'd.)

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Exchange	Additive		Exchange Area Included in Extended Area Service Calling Scope
	Residence	Business	
Charleston	\$0.80	\$2.05	East Prairie, Wyatt
Chesterfield-Local only	\$1.00	\$2.55	Manchester, Harvester and Pond, plus the Creve Coeur zone of the St. Louis Metropolitan Exchange
Chesterfield Metropolitan Calling Area-3	\$1.00	\$2.55	Harvester-Local only and Pond-Local only
Clarksville	\$2.15	\$5.40	Louisiana, Paynesville
Clever-Local only	\$3.35	\$8.40	Billings, Nixa and Republic
Clever-Metropolitan Calling Area-2	\$3.35	\$8.40	Billings-Local only
Deering	\$3.65	\$9.15	Caruthersville , Hayti and Kennett
DeKalb	\$3.40	\$8.55	Rushville, St. Joseph
Delta	\$2.20	\$5.55	Chaffee, Oran
DeSoto-Local only	\$0.70	\$1.80	Festus-Crystal City, Hillsboro and Ware
DeSoto-Metropolitan Calling Area-5	\$0.70	\$1.80	Festus-Crystal City-Local only, Hillsboro-Local only, Ware-Local only
Dexter	\$0.55	\$1.40	Bloomfield, Essex
East Prairie	\$0.45	\$1.15	Charleston

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3.3 Extended Area Service, (Cont'd.)

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Exchange	Additive Residence	Business	Exchange Area Included in Extended Area Service Calling Scope
Eldon	\$0.55	\$1.40	Lake Ozark-Osage Beach, Tuscumbia
Elsberry	\$0.20	\$0.55	Paynesville
Elkay	\$2.15	\$5.40	Dexter, Bloomfield
Eureka-Local only	\$1.85	\$4.65	High Ridge, Manchester, Pacific, Pond and Valley Park
Eureka-Metropolitan Calling Area-4	\$1.85	\$4.65	Pacific-Local only
Fannington	\$0.35	\$0.90	Flat River
Fayette	\$0.75	\$1.90	Armstrong, Glasgow and New Franklin
Fenton-Local only	\$0.55	\$1.40	Maxville , Valley Park and High Ridge, plus the Kiikwood and Sappington zones of the St. Louis Metropolitan Exchange
Fenton-Metropolitan Calling Area-3	\$0.55	\$1.40	High Ridge-Local only
Festus-Crystal City- Local only	\$0.50	\$1.30	DeSoto, Herculaneum-Reddy, Hillsboro
Festus-Crystal City- Metropolitan Calling Area-5	\$0.50	\$1.30	DeSoto-Local only, Hillsboro-Local only

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3.3 Extended Area Service, (Cont'd.)

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Exchange	Additive		Exchange Area Included in Extended Area Service Calling Scope
	Residence	Business	
Fisk	\$2.50	\$6.30	Poplar Bluff
Flat River	\$1.45	\$3.65	Bismarck , Bonne Terre, Farmington, Leadwood
Gideon	\$1.70	\$4.30	Malden , Risco
Glasgow	\$0.75	\$1.90	Armstrong, Fayette
Grain Valley-Local only	n/a	n/a	The Blue Springs zone of the Kansas City Metropolitan Exchange
Gravois Mill	\$1.00	\$2.55	Camdenton, Lake Ozark-Osage Beach, Versailles
Gray Summit-Local only	\$1.10	\$2.80	Pacific, Union
Gray Summit-Metropolitan Calling Area-5	\$1.10	\$2.80	Pacific-Local only, Union
Greenwood-Local only	\$0.10	\$0.30	The Belton and Lee's Summit zones of the Kansas City Metropolitan Exchange
Harvester-Local only	\$0.85	\$2.15	Chesterfield, Pond, St. Charles and St. Peters(1)
Hayti	\$1.95	\$4.90	Caruthersville , Deering, Wardell
Herculaneum-Pewee -Local only	\$0.85	\$2.15	Antonia, Festus-Crystal City and Imperial

(1) GTE Midwest, Incorporated Exchange.

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3.3 Extended Area Service, (Cont'd.)

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Exchange	Additive Residence Business	Exchange Area Included in Extended Area Service Calling Scope
Herculaneum-Pevely- Metropolitan Calling Area-4	\$0.85 \$2.15	Festus-Crystal City - Local only
Higbee	\$2.50 \$6.30	Moberly
High Ridge-Local only	\$1.00 \$2.55	Antonia, Cedar Hill, Eureka, Fenton, Maxville and Valley Park
High Ridge- Metropolitan Calling Area-4	\$1.00 \$2.55	Cedar Hill-Local only
Hillsboro-Local only	\$1.45 \$3.65	Antonia, Cedar Hill, DeSoto , Festus- Crystal City and Ware
Hillsboro-Metropolitan Calling Area-5	\$1.45 \$3.65	Cedar Hill-Local only, DeSoto-Local only, Festus-Crystal City-Local only, Ware-Local only
Holcomb	\$2.70 \$6.80	Kennett
Hornersville	\$1.70 \$4.30	Cardwell and Senath
Imperial-Local only	\$1.30 \$3.30	Antonia, Herculaneum-Pevely and Maxville, plus the Oakville zone of the St. Louis Metropolitan Exchange
Imperial-Metropolitan Calling Area-3	\$1.30 \$3.30	Antonia-Local only, Herculaneum- Pevely-Local only

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3.3 Extended Area Service, ~~(Conf'd)~~

MOBILE SERVICE BUREAU

Exchange	Additive		Exchange Area Included in Extended Area Service Calling Scope
	Residence	Business	
Jackson	\$1.25	\$3.15	Cape Girardeau, Oak Ridge, Pocahontas-New Wells, McClure, Illinois (1)
Joplin	\$0.15	\$0.40	Carl Junction, Webb City
Kennett	\$0.75	\$1.90	Dewing, Holcomb, Senath
Lake Ozark-Osage Beach	\$1.85	\$4.65	Camdenton, Eldon, Gravois Mills, Tuscumbia
Leadwood	\$0.60	\$1.55	Bismarck, Bonne Terre, Flat River
Lilbourn	\$1.75	\$4.40	Marston, New Madrid
Louisiana	\$0.25	\$0.65	Clarksville
Malden	\$0.50	\$1.30	Gideon, Risco
Manchester-Local only	\$0.60	\$1.55	Chesterfield, Eureka, Pond and Valley Park, plus the Crew Coeur and Kirkwood zones of the St. Louis Metropolitan Exchange
Manchester- Metropolitan Calling Area-3	\$0.60	\$1.55	Eureka-Local only and Pond-Local only
Marston	\$3.65	\$9.15	Lilbourn, New Madrid and Portageville

(1) Illinois Bell Telephone Company exchange

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3.3 Extended Area Service, (Cont'd.)

MISSOURI PUBLIC SERVICE COMMISSION

Exchange	Additive Residence	Business	Exchange Area Included in Extended Area Service Calling Scope
Maxville-Local only	\$1.55	\$3.90	Antonia , Fenton, High Ridge and Imperial, plus the Mehlville , Oakville and Sappington zones of the St. Louis Metropolitan Exchange
Maxville-Metropolitan Calling Area-3 .	\$1.59	\$3.90	Antonia-Local only and High Ridge- Local only
Moberly	\$0.20	\$0.55	Higbee
Monett	\$0.40	\$1.05	Pierce City
Montgomery City	\$0.45	\$1.15	Bellflower (1)
Morehouse	\$3.25	\$8.15	Sikeston
Nevada	\$0.25	\$0.65	Milo (2)
New Franklin	\$1.25	\$3.15	Boonville , Fayette
New Madrid	\$1.05	\$2.65	Lilbourn , Marston
Nixa Zone	\$2.50	\$6.30	Clever
Oak Ridge	\$3.65	\$9.15	Jackson, Pocahontas-New Wells
Old Appleton	\$3.40	\$8.55	Perryville
Orzli	\$1.60	\$4.05	Bell City, Benton , Chaffee, Delta

- (1) Eastern Missouri Telephone Company exchange
(2) GTE Midwest, Incorporated exchange

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SECTION 3.0 - SERVICE AREAS. (CONT'D)

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3.3 Extended Area Service, (Cont'd.)

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Exchange	Additive Residence	Business	Exchange Area Included in Extended Area Service Calling Scope
St. Charles-Local only	\$0.30	\$0.80	Harvester
St. Charles- Metropolitan Calling Area-3	\$0.30	\$0.80	Harvester-Local only
Ste. Genevieve	\$0.45	\$1.15	Bloomsdale, St. Marys, Kaskaskia, Illinois (1)
St. Joseph	\$0.25	\$0.65	Agency, DeKalb, Rushville, San Antonio
St. Marys	\$3.65	\$9.15	Perryville, Ste. Genevieve, Kaskaskia, Illinois(1)
San Antonio	\$3.65	\$9.15	St. Joseph
Scott City	\$0.70	\$1.75	Benton, Cape Girardeau, Chaffee, McClure, Illinois (1)
Senath	\$3.20	\$8.05	Cardwell, Homersville, Kennett
Sikeston	\$0.20	\$0.55	Morehouse
Smithville-Local only	\$0.80	\$2.05	Ferrelview (2), plus the Liberty and Nashua zones of the Kansas City Metropolitan Exchange
Trenton	\$0.65	\$1.65	Brimson (3), Galt (3), Laredo (3), Spickard (3)

- (1) Illinois Bell Telephone Company exchange.
(2) United Telephone Company of Missouri exchange
(3) Grand River Mutual Telephone Corporation exchanges

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3.3 Extended Area Service, (Cont'd.)

MISSOURI PUBLIC SERVICE COMMISSION

Exchange	Additive Residence	Business	Exchange Area Included in Extended Area Service Calling Scope
Tusculum	\$2.25	\$5.65	Eldon, Lake Ozark-Osage Beach
Union	\$0.40	\$1.05	Gray Summit
Valley Park-Local only	\$1.00	\$2.55	Fenton, Eureka, High Ridge, Manchester, plus the Kirkwood zone of the St. Louis Metropolitan Exchange
Valley Park- Metropolitan Calling Area-3	\$1.00	\$2.55	Eureka-Local only and High Ridge- Local only
Versailles	\$0.30	\$0.80	Gravois Mills
Wardell	\$1.70	\$4.30	Hayti
Ware-Local only	\$3.65	\$9.15	DeSoto, Cedar Hill, Hillsboro
Ware-Metropolitan Calling Area-5	\$3.65	\$9.15	DeSoto-Local only, Cedar Hill-Local only, Hillsboro-Local only
Webb City	\$0.70	\$1.80	Carl Junction, Joplin
Wyatt	\$2.10	\$5.30	Charleston

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES NOV 18 1998

4.1 Service Order and Change Charges

MO. I. VALID SERVICE ORDER

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

4.1.1 Service and Equipment Charge

The Service and Equipment Charge is a nonrecurring charge associated with a given service which applies each time the service is provided. Where **two** or more of the Service and Equipment Charges listed below would occur on the **same** exchange access line on the same order, only one Service and Equipment Charge - the highest of the charges that would otherwise apply - is applied. Service and Equipment Charges are associated with the following:

- Exchange access line
- Temporary suspension of service at the Customer's request
- ~~Restoral~~ of service after a temporary denial for nonpayment

Service and Equipment Charges, where applicable are specified in this Tariff in the appropriate section for a given service.

4.1.2 Moves

When at the request of the Customer, the network facilities are required to be moved for a Customer-Provided Communications System, PBX, or key system, this move will be based on the cost of making the change.

4.1.3 Restoration of Service

A Service and Equipment Charge will apply for restoring service after it is temporarily suspended by the Company. This charge applies only after the suspension of service and not after the completion of a disconnection order. In addition to this charge, the Customer will be required to pay all charges due, including the charges for the period of denial.

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4.1 Service Order and Change Charges, (Cont'd.)

MEMORANDUM FOR THE RECORD

4.1.4 Service and Equipment Charge

		<u>Residence</u>	<u>Business</u>
.1	Charge to install main service Exchange access line, per line	\$34.25	\$49.64
.2	Change telephone number, per line	\$10.69	\$1.36
.3	Initiate or terminate detailed billing, per line	\$3.80	\$4.15
.4	Change to or from flat, message or measured service, per line	\$9.91	\$9.14
.5	Change to or from Optional Measured Metropolitan Exchange Service, per line	\$3.80	\$ 4.75
.6	Change class of service		
	-Residence to Business	\$10.69	\$11.64
	-Business to Residence	\$10.69	\$11.64
.7	Establish or rearrange hunting Sequence, per line	\$4.51	\$ 5.22

Q: What type of signaling supervision

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	(Loop to ground start or vice-versa) Per line	\$5.22	\$ 5.22
.9	Convert existing trunks, per trunk -From Analog to Digital Loop Exchange Access, PBX Service	\$5.22	\$5.22
.10	Restoration of Suspended Service	\$15.25	\$15.75

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D) NOV 2 1998

4.2 Maintenance Visit Charges

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Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

Duration of time per technician

Initial 15 minute increment	\$37.52
Each Additional 15 minute increment	\$13.54

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS Nov 2 1998

5.1 **General**

MISSOURI PUBLIC SERVICE COMMISSION

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of SWBT local exchange services. The rates, terms and conditions set forth in this Section are not applicable to the Company's provision of service within the service area of any other incumbent local exchange carrier or where the Company provides service, in whole or in **part**, over its own facilities (On-Net). The rates, terms and conditions set forth in this Section are available on a retail basis only and will not be provided for resale to any other carrier. All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Missouri Public Service Commission.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. CONT'D NOV 2 1998

5.1 General, (Cont'd.)

1.1 JULIE JEFFREY BOWEN

5.1.1 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone **calls**, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- (A) Governmental fire fighting, Missouri State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as **governmental emergency service agencies provided they answer emergency service** calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- (B) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (CONT'D.) NOV 2 1998

5.2 Call Timing for Usage Sensitive Services

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

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

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (CONT'D.)

5.3 Distance Calculations

Where charges for a service are specified based upon distance, the following rules apply:

5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

5.3.2 The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step 2 above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step 3 above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

5.3.3 The formula for distance calculations is:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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5.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD					<div style="border: 1px solid black; padding: 10px; text-align: center;"> EVE </div>	
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

Peak - 8:00 AM to, but not including 8:00 PM Monday through Friday (excluding holidays)
Off-Peak - All other times.

5.4.3 For services subject to holiday discounts, the following are Company ~~recognized national~~ holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

January 1
As Federally Observed
July 4
As Federally Observed
December 25

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (CONTD.)

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5.5 Basic Local Exchange Service

Basic Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for ~~multi-line~~ Customers which routes a call to the next idle line in a ~~prearranged~~ group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Rates and charges include Touchtone service for each line.

5.5.1 Rate Groups

Exchange rates are divided by Rate Groups. The number of exchange access arrangements included within the primary service area of each exchange or zone determines the Rate Group and rates for each exchange or zone. The Company adopts the Rate Groups as defined in the Southwestern Bell Telephone Company Local Exchange Tariff P.S.C. MO- No.24.

Rate Group	Total Exchange Access Arrangements In Primary Service Area	
A	1	4,999
B	5,000	59,000
C	60,000	229,999
D	230,000	Over

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SECTION 5.0 -NETWORK SERVICES, DESCRIPTIONS. (CONT'D)

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5.5 Basic Local Exchange Service, (Cont'd.)

5.5.2 Measured Service

Measured Service consists of a charge for the exchange access line and per minute usage charges. Usage charges apply to all outgoing calls except those that are place to the Company (i.e., Directory Assistance, Customer Service), toll and authorized local emergency number, 9 11.

5.5.3 Message Service

Message Service consists of a charge for the exchange access line and per message (per call) charges.

5.5.4 Flat Rate Service

Flat Rate Service consists of a fixed monthly charge is assessed regardless of the number of local messages completed.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (CONT'D.)

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5.5 Basic Local Exchange Service, (Cont'd.)

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5.5.5 Rates - Business Service

Group	Flat Rate	Message Rate	Measured Rate
A	\$16.01	\$13.82(2)	\$8.83
B	\$21.94	\$17.05(2)	\$12.06
C-Principal	\$24.41	\$18.76(2)	\$13.77
C-Metropolitan Calling Area	\$26.60	\$22.89(2)	\$14.68
D-Principal	\$31.87	\$22.51(3)	\$17.53
D-Metropolitan Calling Area- 1	\$33.25	\$23.27(3)	\$18.29
D-Metropolitan Calling Area-2	\$35.10	\$24.27(3)	\$19.28

(2) Includes allowance of 100 local messages. Additional local messages are billed at **\$0.057** each.

(3) Includes allowance of 100 local messages. Additional local messages are billed at **\$0.0665** each.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.5 Basic Local Exchange Service, (Cont'd.)

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5.5.6 Rates - Residence Service

MISSOURI PUBLIC SERVICE COMMISSION

<u>Group</u>	<u>Flat Rate</u>	<u>Message Rate(1)</u>
A	\$7.17	\$5.37
B	\$ 8.64	\$6.17
C-Principal	\$ 9.59	—
C-Metropolitan Calling Area	\$10.83	==
D-Principal	\$10.78	\$ 7.37
D-Metropolitan Calling Area-1	\$11.26	==
D-Metropolitan Calling Area-2	\$11.87	==

(1) Includes allowance of 20 local messages. Additional local messages are **\$0.95** each

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5.5 Basic Local Exchange Service, (Cont'd.)

5.5.7 Rates - Measured Service

14. 100% VOL L&E CARRY

.1 For rates for Exchange Access Lines refer to Sections 5.5.5 and 5.5.6.

.2 Usage Charges

<u>Distance in Miles</u>	<u>Initial Minute</u>	<u>Each Additional Minute</u>
0- 14	\$0.038	\$0.0095
15-28	\$0.047	\$0.0190
Over 28	\$0.057	\$0.0285

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (CONT'D.)

5.5 Basic Local Exchange Service, (Cont'd.)

5.5.8 Other Monthly Recurring Charges

.1 End-User Common Line (EUCL) Recovery Charge

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

Single Line Customer, Per Line	\$3.32
Nonprimary Line, Per Line	\$4.75

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D)

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5.6 Hunting Line Services

5.6.1 These services are available to one-party Customers where facilities exist.

- .1 Rotary Hunt: The hunt for an idle line starts with the called line in a prearranged group and ends with the last line in the group, completing the call to the first idle line encountered. Unless the first line is called, only a portion of the group is hunted.
- .2 Circle Hunt: This feature permits a complete hunt sequence over all the lines in a prearranged group. If no idle line is encountered, the hunt will continue until it reaches the line that was originally called.
- .3 Preferential Hunt: Some or all of the lines in a hunt group may have an associated preferential hunt list. This hunt list permits a pre-hunt over a subset or preferential group of lines before hunting through the multiline hunt group.

5.6.2 Rates

The following rates apply to each line arranged for Hunting Line Service

	<u>Monthly Rate</u>	<u>Installation Charge</u>
Rotary	<u>—</u>	
Circle	\$0.81	\$3.09
Preferential	\$2.66	\$3.09

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (CONTINUED) 2 1998

5.1 Extended Area Service

Extended Area Service is an arrangement whereby Customers in one exchange or zone can call Customers in contiguous exchanges. There is an extended area service additive that applies, per exchange or zone, in addition to the applicable local exchange rates.

Extended Area Service Calling Scopes are defined in SWBT Tariff P.S.C. **M0-No.-24**. The Company will apply the same additives to Residential and Business Services as those defined in the SWBT tariff mentioned above.

5.8 Optional Metropolitan Calling Area (MCA) Service

Metropolitan Calling Area (MCA) service is available in three distinct areas in Missouri: the St. Louis MCA, the Kansas City MCA and the Springfield MCA, as defined in SWBT Tariff P.S.C. **M0-No.-24**.

This service is an optional service which provides the Customer with an optional local calling which includes the respective Metropolitan Exchange and certain Customers in other exchanges where MCA service is also available.

5.8.1 Application of Rates and Charges

- .1 The MCA monthly rates apply on a per line basis, except for **Centrex** type services which are billed on a PBX ~~trunk~~ equivalent basis.
- .2 Monthly rates are billed on month in advance.
- .3 Rates apply in addition to all other rates and charges paid by the Customer for other services of the Company.
- .4 The Measured **1-Party** MCA option is only available to Customer who also subscribe to Measured I-Party basic local exchange service.
- .5 Service and Equipment Charges are applicable on a per line basis when a Customer adds or deletes Optional MCA Service.

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5.8 Optional Metropolitan Calling Area (MCA) Service, (Cont'd.)

OPTIONAL METROPOLITAN CALLING AREA SERVICE CONTINUED

5.8.2 Rates and Charges

	<u>Residence</u>	<u>Business</u>
.1 Springfield MCA-2		
Flat Rate Option	\$10.88	\$20.66
Measured I-Party Option	\$5.98	\$11.35
.2 St. Louis/Kansas City MCA-3		
Flat Rate Option	\$11.73	\$23.56
Measured I-Party Option	\$ 6.46	\$12.97
.3 St. Louis/Kansas City MCA-4		
Flat Rate Option	\$20.47	\$44.41
Measured I-Party Option	\$11.26	\$24.41
.3 St. Louis/Kansas City MCA-4		
Flat Rate Option	\$30.87	\$67.16
Measured I-Party Option	\$17.00	\$36.91

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5.9 Missouri Portion of other State Exchanges

The following apply to calls within the Missouri portion of the exchange area. Urban mileage charges are in addition to exchange rates when service is provided outside the Base Rate Area.

5.9.1 Missouri Portion - Atchison, Kansas Exchange

	<u>Residence</u>	<u>Business</u>
.1 Flat Rate Service		
1-Party	\$9.55	\$17.62
1-Party Multiline		\$19.57
PBX Trunk	\$13.96	\$27.74
.2 Message Rate Service		
	<u>Local Message</u> <u>Rate Allowance</u>	<u>Add'l Local</u> <u>Message</u>
Business 1-Party	\$12.82 85	\$0.057
.3 Urban Mileage Charge, per line	<u>Monthly Rate</u> \$4.37	

5.9.2 Missouri Portion - Blytheville Arkansas Exchange

	<u>Class of Service</u>	<u>Monthly Rate</u>
.1 Urban Service		
1-Party		\$14.66
Extension Line, each		\$3.28
.2 Residence Flat Rate		
1-Party line		\$11.88
Multiline		\$14.25
.3 PBX Trunk		\$14.25

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5.9 Missouri Portion of other State Exchanges, (Cont'd.)

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5.9.3 Missouri Portion-Fort Scott, Kansas Exchange

	<u>Residence</u>	<u>Business</u>
.1 Flat Rate Service		
1-Party	\$9.31	\$15.96
1-Party Multiline	=	\$11.61
PBX Trunk	\$24.19	\$13.58
	<u>Monthly Rate</u>	
.2 Urban Mileage Charge, per line	\$4.37	

5.9.4 Missouri Portion-Pittsburg, Kansas Exchange

	<u>Residence</u>	<u>Business</u>
.1 Flat Rate Service		
1-Party	\$9.55	\$17.62
Multiline	---	\$19.57
PBX Trunk	\$13.96	\$27.74
.2 Urban service is applicable within the Base Rate Area. Where urban service is furnished outside, urban mileage charge are applicable as set forth below.		
		<u>Monthly Rate</u>
1-Party line and PBX Trunk		\$4.37

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5.10 Residence and Business PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network. PBX Trunks are available to Business and Residence Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with touch tone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group.

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges.

5.10.1 Rates - Business Service

<u>Group</u>	<u>Flat Rate</u> <u>THHk</u>	<u>1" Message</u> <u>Trunk</u>	<u>Add'l</u> <u>Message</u> <u>Trunk</u>	<u>Multiline</u>
A	\$20.85	\$18.81	\$ 8.83	\$20.85
B	\$28.55	\$22.04	\$12.06	\$28.55
C-Principal	\$3 1.49	\$23.75	\$13.77	\$3 1.49
C-Metropolitan Calling Area	\$34.63	\$28.97	\$14.63	\$34.63
D-Principal	\$41.42	\$27.50	\$17.53	\$41.42
D-Metropolitan Calling Area- 1	\$43.22	\$28.26	\$17.53	\$43.22
D-Metropolitan Calling Area-2	\$45.60	\$29.26	\$17.53	\$45.60

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (CONT'D) NOV 8 1998

5.10 Residence and Business PBX Trunk Service, (Cont'd.)

5.10.1 Rates - Residence Service, (Cont'd.)

<u>Group</u>	<u>Flat Rate</u>	<u>Message Rate (1)</u>
A	\$11.11	\$3.94
B	\$13.39	\$4.75
C-Principal	\$14.72	\$5.41
C-Metropolitan Calling Area	\$16.77	\$ 5.94
D-Principal	\$16.72	\$ 5.94
D-Metropolitan Calling Area-1	\$17.43	\$5.94
D-Metropolitan Calling Area-2	\$18.43	\$5.94

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. CONTINUED 2

5.11 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

DID numbers are provided on a consecutive-number basis.

Rates and charges for DID numbers apply on a per trunk group basis. The rate and charge for an initial block of DID numbers, whether in quantities of 100 or in quantities of 10, will apply once for each quantity. All subsequent number blocks will be at the rates and charges specified for additional quantities.

5.11.1 Rates and Charges

	Monthly Rate	Installation Charge	Service & Equipment
DID Service to Customer Premises- Located Switching Systems			
First 100 DID numbers	\$22.32	\$156.75	\$5.22
Each additional 100 DID Numbers assigned over the initial block of 100	\$22.32	\$156.75	\$ 5.22
First 10 DID numbers	\$4.75	\$156.75	\$ 5.22
Each additional 10 DID numbers assigned over the Initial block of 10 numbers	\$4.15	\$9.50	\$5.22
Removal of a number from DID block, per DID number		\$9.50	\$ 5.22
Trunk Termination per trunk			
-Dial Pulse signaling	\$44.74	\$14.96	\$5.22
-Multi-Frequency signaling	\$44.74	\$14.96	\$5.22
-Dual Tone Multi-Frequency signaling	\$44.74	\$131.10	\$ 5.22

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (CONT'D)

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5.12 Optional Calling Features

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

5.12.1 Feature Descriptions

- .1 **Call Waiting** - Alerts a Customer using his telephone that another caller is trying to reach him. Where facilities **permit** Call Waiting subscribers 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.
- .2 **Call Forwarding** - Enables the Customer to transfer all incoming calls to another telephone number within the exchange or on the long distance telecommunications network. The Call **Forwarding** Customer is responsible for the payment of charges (e.g., toll charges) for each call between his Call Forwarding equipped telephone and the telephone to which the call is being forwarded.
- .3 **Three-Way Calling** - Enables a Customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation.
- .4 **Speed Calling** - Enables a Customer to place calls to other telephone numbers by dialing a code rather than the complete telephone number. The **3-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 multiline hunting lines.
- .5 **Call Return** - Enables the Customer to automatically redial **the** telephone number of the last incoming call. If that telephone number is busy, the Company's equipment will keep trying to call the number being redialed for a maximum of **thirty (30)** minutes. The Customer will be signaled with a distinctive ring when the call can be completed.
- .6 **Auto Redial** - Enables **the** Customer to automatically redial **the** last outgoing telephone number. When the recalled telephone number is busy, **the** Company's **equipment** will keep trying to call **the** number being redialed for a maximum of **thirty (30)** minutes. The Customer will be signaled with a distinctive ring when the call can be completed.

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5.12.1 Feature Descriptions, (Cont'd.)

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5.12 Optional Calling Features, (Cont'd.)

MISSOURI PUBLIC SERVICE COMMISSION

5.12.1 Feature Descriptions, (Cont'd.)

- .12 Call Forwarding - Busy Line - Allows incoming calls that encounter a busy condition to automatically **forwarded** to a predesignated telephone number within the exchange or the long distance telecommunications network. 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.
- .13 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 of the long distance telecommunications network. 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.
- .14 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 or the long distance telecommunications network. 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.
- .15 Remote Access to Call Forwarding - Provides a Customer that also subscribes to Call Forwarding service the ability to activate, deactivate or change the Call Forwarding feature from a remote location by dialing a Company provided remote access number. This feature can only be activated by using a Dual Tone **Multi-Frequency (DTMF)** telephone which has a **full** set of characters, including "*" and "0". Any charges incurred in accessing the remote number will be billed as appropriate.
- .16 Distinctive Ring - Allows a Customer to establish up to three telephone numbers on the same local exchange access line and distinguish calls to each number by a distinctive ring. A Customer may subscribe to a maximum of **two (2)** distinctive ring numbers.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (CONT'D.) 2 1998

5.12 Optional Calling Features, (Cont'd.)

MO. PUBLIC SERVICE COMMISSION

5.12.1 Feature Descriptions, (Cont'd.)

.17 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 - Provides for the transmission of Calling Party Number (CPN) to the Customer's access line(s). Caller ID Customers must provide and connect their own compatible customer premises equipment (CPE) to process the CPN transmission.
- B. Calling Name Delivery - Enable the ~~terminating~~ Customer to identify the calling party by a displayed name before the call is answered. Calling Name Delivery subscribers must provide and connect their own compatible CPE to process the Calling Name Delivery transmission.

5.12.2 Regulations

- .1 Per line blocking for the blocking of CPN will be available upon request, at no charge, to the following entities 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 a need for blocking and provides the required certification to the Company: ~~a) private~~, nonprofit, tax exempt, domestic violence intervention agencies and ~~b) federal~~, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. Line blocking Customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code immediately prior to placing a call.
- .2 A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code 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 CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification 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 telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (Cont'd.)

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5.12 Optional Calling Features, (Cont'd.)

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5.12.2 Regulations, (Cont'd.)

- .3 Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with ~~thenetworkfeatures~~ described herein.
- .4 Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CON will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CON will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator handled calls.

5.12.3 Application of Rates and Charges

- .1 Rates are in addition to the established rates for the associated services.
- .2 Moves and Changes
 - A.. A Service and Equipment charge will apply per line when changing Speed Calling from the S-code to 30-code capacity, or vice versa, and when Speed Calling codes are changed by the Company at the Customer's request.
 - B. A Service and Equipment Charge will apply per line when the forwarded number and/or the Customer designated number of rings is changed at the Customer's request for Call Forwarding-Busy Line and Call Forwarding-Don't Answer.
 - C. A Service and Equipment charge will apply per line when the Customer's telephone number is changed for the Customer's convenience.
 - D. A Service and Equipment charge does not apply for outside moves of service if ~~there~~ is no telephone number change.

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5.12 Optional Calling Features, (Cont'd.)

5.12.3 Application of Rates and Charges, (Cont'd.)

- 3** When a single service is ordered, the "first" monthly service rate applies. When multiple services are ordered, one "first" monthly service rate applies and the "additional" monthly services rate applies to the remaining services. The services are listed in priority order, (i.e., if multiple services are ordered, they will be prices in the sequence order as listed in Section 5.12.3 below)

5.12.4 Rates and Charges

.1 Residence Service

- a.** The additional monthly rate is applicable when multiple services are ordered as specified in Section 5.12.2.3 above:

Feature	Monthly Rate		S & E Charge ¹
	First	Add'l.	
Calling Number Delivery	\$ 6.17	\$ 6.17	\$ 7.36
Calling Name Delivery	\$ 6.17	\$ 6.17	\$ 7.36
Call Return	\$ 3.32	\$ 3.32	\$ 7.36
Call Waiting	\$ 7.60	\$ 7.60	\$ 7.36
Call Blocker	\$ 2.85	\$ 1.99	\$ 7.36
Call Forwarding	\$ 2.85	\$ 1.99	\$ 7.36
Remote Access to Call Forwarding	\$ 0.95	\$ 0.95	\$ 7.36
Three Way Calling	\$ 2.85	\$ 1.99	\$ 7.36
Auto Redial	\$ 2.85	\$ 1.99	\$ 7.36
Priority Call	\$ 2.85	\$ 1.99	\$ 7.36
Priority Calling 8	\$ 2.85	\$ 1.99	\$ 7.36
Selective Call Forwarding	\$ 2.85	\$ 1.99	\$ 7.36

¹ The maximum Service and Equipment Charge per line is \$7.75 for residential, except when the Simultaneous Call Forwarding service is established.

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5.12 Optional Calling Features, (Cont'd.)

5.12.4 Rates and Charges, (Cont'd.)

~~See footnotes on page 94~~

.1 Residence Service, (Cont'd.)

- b. The additional monthly rates specified above are not applicable when ordered with the following services:

Feature	Monthly Rate	S & E Charge ¹
Speed Calling 30	\$ 6.22	\$ 7.36
Call Forwarding-Busy Line	\$0.71	\$1.36
Call Forwarding-Don't Answer	\$0.71	\$7.36
Call Forwarding-Busy Line/Don't Answer	\$0.95	\$7.36
Distinctive Ring		\$7.36
One Dependent DN	\$3.80	\$ 7.36
Two Dependent DNs		
1 st Dependent DN	\$3.80	\$ 7.36
2 nd Dependent DN	\$1.90	\$7.36
Simultaneous Call Forwarding	\$4.13	\$1.36

6. Per Successful Activation

	<u>Per Activation</u>	<u>Maximum Monthly Charge</u>
Call Trace	\$5.70	n/a
Auto Redial	\$ 0.48	\$3.80
Call Return	\$ 0.48	\$3.80

¹ The maximum Service and Equipment Charge per line is \$7.36 for residential, except when the Simultaneous Call Forwarding service is established.

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5.12 Optional Calling Features, (Cont'd.)

5.12.4 Rates and Charges, (Cont'd.)

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2 Business Service

- a. The additional monthly rate is applicable when multiple services are ordered as specified in Section 5.12.2.3 above:

Feature	Monthly Rate		S & E Charge ¹
	First	Add'l.	
Calling Number Delivery	\$ 8.07	\$ 8.07	\$ 13.77
Calling Name Delivery	\$ 8.07	\$ 8.07	\$ 13.77
Call Forwarding	\$5.70	\$5.70	\$ 13.77
Remote Access to Call Forwarding	\$2.61	\$2.61	\$ 13.77
Call Waiting	\$7.60	\$ 7.60	\$ 13.77
Three Way Calling	\$3.80	\$2.37	\$ 13.77
Call Return	\$3.80	\$2.37	\$ 13.77
Auto Redial	\$3.80	\$2.37	\$ 13.77
Priority Call	\$3.80	\$2.37	\$ 13.77
Speed Calling 30	\$3.80	\$ 2.37	\$ 13.77
Selective Call Forwarding	\$3.80	\$2.37	\$ 13.77
Call Blocker	\$3.80	\$2.37	\$ 13.77
Speed Calling 8	\$3.80	(\$2.37)	\$ 13.77

¹ The maximum Service and Equipment Charge per line is \$13.77 for business, except when the Simultaneous Call Forwarding service is established.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (CONT'D.)

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5.12 Optional Calling Features, (Cont'd.)

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5.12.4 Rates and Charges, (Cont'd.)

.2 Business Service, (Cont'd.)

- b. The additional monthly rates specified above are not applicable when ordered with the following services:

Feature	Monthly Rate	S & E Charge ¹
Call Forwarding-Busy Line	\$2.85	\$ 13.77
Call Forwarding-Don't Answer	\$2.85	\$ 13.77
Call Forwarding-Busy Line/Don't Answer	\$ 3.80	\$ 13.77
Distinctive Ring		
One Dependent DN	\$5.70	\$ 13.77
Two Dependent DNs		
1 st Dependent DN	\$ 5.70	\$13.77
2 nd Dependent DN	\$ 1.90	\$ 13.77
Simultaneous Call Forwarding	\$4.13	\$ 13.77

6. Per Successful Activation

	<u>Per Activation</u>	<u>Maximum Monthly Charge</u>
Call Trace	\$5.70	n/a
Auto Redial	\$ 0.48	\$3.80
Call Return	\$0.48	\$3.80

¹ The maximum Service and Equipment Charge per line is \$13.77 for business, except when the Simultaneous Call Forwarding service is established.

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5.13 Message Telecommunications Service

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Message Telecommunications Service (MTS) is the furnishing of telecommunications service within the same LATA but between stations in different rate centers for either two-point or conference service. Rates for service between points are based on airline mileage between rate centers.

Service is offered on a Station-to-Station basis, either Dial, Automated Calling Card, Operator-Assisted Calling Card or Operator, or on a Person-to-Person basis.

Calls are billed in sixty (60) second increments with an initial billing increment for billing purposes of sixty (60) seconds.

5.13.1 Rates

.1 Day Rate Period

<u>Mileage</u>	<u>Initial Period</u>	<u>Each Additional Period</u>
1 - 10	\$0.095	\$0.076
11 - 14	\$0.11	\$0.095
15 - 18	\$0.14	\$0.12
19 - 23	\$0.29	\$0.14
24 - 28	\$0.23	\$0.15
29 - 33	\$0.26	\$0.16
34 - 40	\$0.29	\$0.17
41 - 50	\$0.32	\$0.19
51 - 60	\$0.35	\$0.22
61 - 80	\$0.38	\$0.24
81 - 100	\$0.38	\$0.24
101 - 125	\$0.40	\$0.26
126 - 150	\$0.40	\$0.26
151 - 190	\$0.41	\$0.30
191 - 300	\$0.42	\$0.31
301 - 430	\$0.44	\$0.33

- 2** Evening Rate Period is discounted 20% from the Day Rate Period. Night Rate & Weekend Rate Periods are discounted 35% from the Day Rate Period. Rate periods are defined in Section 5.4 of this tariff.

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5.14 Local Operator Assisted Services

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LDD's Local Operator Assisted Calling is available for use by ~~presubscribed~~ Customers as well as from aggregator locations. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing arrangement requested by the Customer.

5.14.1 Regulations

- .1 Incomplete Calls: The Company does not bill for incomplete calls. The Company utilizes answer supervision to determine completeness of calls.
- .2 Carrier Identification: The Company identifies ~~itself~~ to the Customer at the time the Customer accesses its services. The Company will identify itself to the billed party, if different from the caller, at the time of initial contact.
- .3 Rate Information: Rate quotes will be given upon request, at no charge, including all rate components and any additional charges. Only tariffed rates approved by the Commission for the Company shall appear on the bill.
- .4 Notice: The company will assure that traffic ~~aggregators~~ will post and display information including: a) that the Company is the operator service provider, b) detailed complaint procedures; and c) instructions informing the caller on procedures to reach the operator and other authorized interexchange companies.
- .5 Non-blocking of other Carriers: The Company will not take any action or enter into any arrangement which restricts Customer selection amount competing interexchange telephone corporations or which restricts Customer access to competing providers ~~of intrastate~~ operator assisted communications services, except for service provided exclusively for the use of inmates in Prison/Correctional facilities. Any entity which the company knows to be engaged in such action or arrangement will be considered in violation of contract.

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5.14 Local Operator Assisted Services, (Cont'd.)

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5.14.1 Regulations, (Cont'd.)

- .6 Billing: The Company will be listed on the bill
- .7 Calling Card Verification: The Company will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards.
- .8 Transfer of Calls: Upon request, the Company will transfer calls to other authorized ~~interexchange~~ carriers if billing ~~can~~ list the caller's actual origination point.
- .9 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.

5.14.2 Operator Service Call Types

- .1 Customer Dialed Calling/Credit Card Call - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.
- .2 Operator Dialed Calling/Credit Card Call - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- .3 Operator Station - These charges apply in addition to local usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed to the originating line, Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.
- .4 Person-to-Person - This charge applies in addition to local usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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5.14 Local Operator Assisted Services, (Cont'd.)

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5.14.3 Available Billing Arrangements

- 1 Bill to Line - A billing arrangement whereby the originating caller may bill the charges for a call to the Company-provided local exchange line from which the call is placed. The terms and conditions of the Company apply to payment arrangements.
- 2 Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved ~~LEGISLATIVE~~ calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.
- 3 Collect Billing - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.
- 4 Commercial Credit Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.
- 5 Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

5.14.4 Operator Dialed Surcharge

This charge applies to Operator Station and Person-to-Person calls for which the caller has the ability to dial the called number, but chooses instead to have the Company operator perform the dialing. This charge is in addition to local usage charges and applicable operator service charges.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (CONT'D)

5.14 Local Operator Assisted Services, (Cont'd.)

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5.14.5 Rates and Charges

.1 Local Usage Charges

For Customer's subscribing to Flat Rate service offerings and originating the telephone call from the ~~presubscribed~~ line, no usage charges apply. Usage charges for measured, message or optional calling plan Customers or from ~~aggregator~~ locations will be the same as those for local usage as provided for in the Message Telecommunications Services Section of this Tariff.

.2 Per Call Charges

		<u>Per Call Rate</u>
Station-to-Station Service		
Calling Card		
	Non-Automated	\$1.05
	Semi-Automated	\$0.62
	Fully Automated	\$0.33
Collect		
	Non-Automated	\$1.05
	Semi-Automated	\$0.86
	Fully Automated	\$0.67
Billed to a Third Number		
	Non-Automated	\$1.05
	Semi-Automated	\$0.86
	Fully Automated	\$0.67
Person-to-Person		
	Non-Automated	\$2.28
	Semi-Automated	\$1.90

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5.17 Call Screening Service

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Outbound Screening enables Customers to restrict certain types of outgoing calls from being placed over their exchange ~~lines/trunks~~. This capability is provided only by means of recorded announcement restriction. It is offered with options containing various set of codes to be restricted and is available to basic exchange Customers with individual line residence or business service or PBX trunks in either flat, message or measured rate service environments.

Options of this service may not be combined with Inbound Screening.

Service is furnished only where facilities permit.

Subscribing to this service does not relieve Customers of responsibility for calls charged to their numbers.

The codes shown for this service are not to be considered all inclusive. Codes may be changed and new or different codes may be added as deemed appropriate by the Company.

Option #1	1+, 0-, 0+, 00-, (1+/(0+))411, 976, NPA 900, IDDD 01+, IDDD011+
Option #2	0-, 0+, 00-, IDDD01+, 976
Option #3	1+, 0-, 0+, 00-, IDDD 01+, NPA900
Option #4	976, NPA900

5.17.1 Rates and Charges

	Monthly Rate
Option #1	
Business, per line or PBX trunk	\$2.09
Residence, per line or PBX trunk	\$4.28
Option #2	
Business, per line or PBX trunk	\$2.09
Residence, per line or PBX trunk	\$4.28
Option #3	
Business, per line or PBX trunk	\$2.09
Residence, per line or PBX trunk	\$4.28
Option #4	
Business, per line or PBX trunk	\$2.09
Residence, per line or PBX trunk	\$4.28

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