

STEWART & KEEVIL, L.L.C.

ATTORNEYS AT LAW

CHARLES BRENT STEWART
JEFFREY A. KEEVIL

1001 CHERRY STREET
SUITE 302
COLUMBIA, MISSOURI 65201-7931

TELEPHONE (573) 499-0635
FACSIMILE (573) 499-0638

ORIGINAL

October 8, 1999

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P. O. Box 360
Jefferson City, Missouri 65102

FILED²

OCT 8 1999

Missouri Public
Service Commission

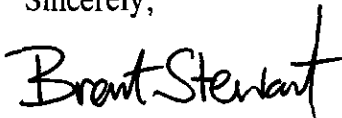
Re: Ciera Network Systems, Inc.
MoPSC Case No. TA-2000-216

Dear Mr. Roberts:

Pursuant to Mr. Phil Garcia's telephone call to my office the week of October 4, 1999, enclosed are an original and five copies of replacement sheets for Original Sheet No. 13, Original Sheet No. 27 and Original Sheet No. 31 replacing Original Sheet No. 13, Original Sheet No. 27 and Original Sheet No. 31 bearing an effective date of October 18, 1999, to be filed on behalf of Ciera Network Systems, Inc.

Please see that these are brought to the attention of Mr. Garcia and the appropriate Staff personnel.

Sincerely,



Brent Stewart

CBS/wabk

Enclosures

cc: General Counsel's Office, Missouri Public Service Commission
Office of the Public Counsel
Southwestern Bell Telephone Company
Client

2000000199

2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

2.8. Payment Arrangements

2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. 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.

2.8.2. The Company's bills for Business Service are due upon receipt. Amounts not paid within 20 days from the Bill Date of the invoice for Business Service will be considered past due. Business Customers will be assessed a late fee on past due amounts in the amount equal to 1 1/2 % per month. If a Business Customer presents an undue risk of nonpayment at any time, the Company may require that Business Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash. The Company's bills for Residential Service are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice for Residential Service will be considered past due and will be assessed a late fee in the amount of 1 1/2% per month.

2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any). For end users or Customers whom the Company believes an advance payment is necessary, Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. Company will apply the advance payment to Customer's subsequent bill(s) until the advance payment is paid down. Company does not require deposits.

Issued: September 3, 1999

Effective: October 18, 1999

Issued By: Robert W. Livingston, Chief Executive Officer
CIERA NETWORK SYSTEMS, INC.
2630 Fountainview, Suite 300
Houston, Texas 77057

4

2.13. Special Customer Arrangements

2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities, the Company, at its option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements consistent with the definition of ICB provisioning contained herein.

2.14. Inspection

2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

Issued: September 3, 1999

Effective: October 18, 1999

Issued By: Robert W. Livingston, Chief Executive Officer
CIERA NETWORK SYSTEMS, INC.
2630 Fountainview, Suite 300
Houston, Texas 77057

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions. Rates for services offered on an ICB will be structured to recover the Company's cost of providing the services, and will . Terms of specific ICB contracts will be made available to the Commission staff upon request on a proprietary basis. ICB provisioning is only available for non-switched, private line local exchange services. Private line services will be made available to customers in a non-discriminatory manner.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

LATA (Local Access and Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Issued: September 3, 1999

Effective: October 18, 1999

Issued By: Robert W. Livingston, Chief Executive Officer
CIERA NETWORK SYSTEMS, INC.
2630 Fountainview, Suite 300
Houston, Texas 77057