

January 7, 2005 Via Overnight Delivery

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JAN 1 1 2005

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Tel: 407-740-8575 Fax: 407-740-0613 tmi@tminc.com Mr. Dale Roberts, Executive Secretary Missouri Public Service Commission Office of the Public Counsel 200 Madison Street, Suite 650 Jefferson City, MO 65101

	XO Communications Services, Inc. Missouri Tariff No. 7
• •	Local Exchange Services
•	XO Communications Services, Inc. Missouri Tariff No. 8
	Interexchange Telecommunications Services
	XO Communications Services, Inc. Missouri Tariff No. 9
	Access Services Tariff
	XO Communications Services, Inc. Missouri Tariff No. 10
	Access Services Tariff
	Case No. 2005-0027

Dear Mr. Roberts:

RE:

Pursuant to the order adopted October 28, 2004 in the above-referenced docket number, enclosed please find the originals of the four replacement tariffs submitted on behalf of XO Communications Services, Inc.. These tariff were originally filed on January 3, 2005, however, the effective dates were incorrect. As per the January 4<sup>th</sup> letter from you, we are resubmitting the originals only of these four replacement tariffs

The Company respectfully requests an effective date of February 26, 2005.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope enclosed for this purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3008 or cneeld@tminc.com.

Sincerely,

Ćraig Neeld Consultant to XO Communications Services, Inc.

Enclosure

cc: Theresa Powell - XO file: XO - MO - Local, IXC, Access (2) tms: MOx0501

Missouri Tariff No. 7 Original Title Page

# LOCAL EXCHANGE SERVICES TARIFF

This tariff, Missouri Tariff No. 7 submitted on behalf of XO Communications Services, Inc., cancels and replaces Tariff No. 4, submitted on behalf of XO Missouri, Inc. and Missouri Tariff No. 2,. submitted on behalf of Allegiance Telecom of Missouri, Inc. in their entirety.

> Schedule of Rates, Rules and Regulations Governing of Local Service Provided in the State of Missouri

#### OFFERED BY

#### **XO** Communications Services, Inc.

Applying generally to provision of service in specified Southwestern Bell Telephone Company exchanges within the Company's certificated area in the State of Missouri.

> This tariff applies to both the Company's resale of Southwestern Bell Telephone Company (SWBT) services and services provided through the Company's own facilities to business Customers.

XO Communications Services, Inc. is a Competitive Telecommunications Company under the Revised Statutes of Missouri

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Effective: February 26, 2005

Alaine Miller, VP - Regulatory & External Affairs 1633 Westlake Avenue, No.; Suite 200 Seattle, WA 98109

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# LOCAL EXCHANGE SERVICES TARIFF

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# LOCAL EXCHANGE SERVICES TARIFF

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# STATEMENT OF COMPETITIVE CARRIER STATUS

XO Communications Services, Inc. operates as a competitive carrier in the State of Missouri for which the following statutory and regulatory requirements are waived:

# **STATUTES**

Section 392.210.2	 uniform system of accounts
Section 392.270	 valuation of property (ratemaking)
Section 392.280	 Depreciation accounts
Section 392.290.1	 issuance of securities
Section 392.300.2	 acquisition of stock
Section 392.310	 stock and debt issuance
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Section 392.340	 reorganizations

### **COMMISSION RULES**

4 CSR 240-10.020	 depreciation fund income
4 CSR 240-30.040	 uniform system of accounts
4 CSR 240-35	 reporting of bypass and customer specific
	arrangements

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### LOCAL EXCHANGE SERVICES TARIFF

#### TARIFF FORMAT SHEET

- 1. **Page Numbering** Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
- 2. Page Revisions Numbers Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Service Commission of Missouri. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. Business Customers should consult with the check sheet fore the page currently in effect.
- 3. Paragraph Numbering Sequence There are six levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

1. 1.1 1.1.1 1.1.1.1 1.1.1.1 1.1.1.1.1 1.1.1.1.1

4. Check List of Effective Pages - When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

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# CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

None

# SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) Changed regulation effecting application in a rate
- (D) Deletion of rate or regulation
- (I) Increase in rate
- (R) Reduction in rate
- (M) Move of tariff material to different page or a different location on a page
- (T) Text change in regulation that does not effect application of a rate

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#### LOCAL EXCHANGE SERVICES TARIFF

#### **SECTION 1 - DEFINITIONS**

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

Anonymous Call Rejection - This feature allows subscribers with or without Calling Number Delivery and/or Calling Name Delivery to reject calls for which calling name/number display information has been intentionally blocked. Only calls for which the information has been blocked are rejected. If the display information is not available due to network restrictions or other reasons, the receiving customer premises equipment (telephone or adjunct)-if equipped-is presented with a message to indicate the unavailability of the calling information. Rejected calls are sent to a service provider announcement. An operator in case of emergency can override Anonymous Call Rejection.

Assume Dial "9" - A system feature that eliminates the need for all Centrex users in the same Centrex group to dial an access level "9" to access the PSTN. All lines in the Centrex must be configured as Assume Dial 9 or none.

Authorized User - A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Auto Answer Back - The Auto Answer Back feature, when implemented on a Meridian Business set, allows any incoming call to the Primary Directory Number (PDN) of the set to be automatically answered after 4 seconds. Conversation takes place through a hands free unit. This feature requires the use of a hands free Meridian Business Set.

Automatic Callback - Allows a Customer to request notification from the central office when the number that is being dialed is no longer busy. When the called number is becomes free, the central office will ring the Customer and connect the Customer to the original called number.

Automatic Line (Hotline) - Directs the line to automatically call a preassigned number when a line user lifts the handset.

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### SECTION 1 - DEFINITIONS, (CONT'D.)

Automatic Recall - Allows the subscriber to automatically place a call to the last number that tried to call them. This allows the subscriber to easily return missed calls. When activated, if the line is busy, the subscriber will hear a special announcement and the DMS will continue to monitor the called number. When the number is idle again the subscriber will receive a special ring on their phone or a tone if they are on another call. When the subscriber picks up the phone the connection is made. This service is limited to calls within the LATA.

Automatic Route Selection-Basic (ARS- Basic) - This feature allows Centrex users to automatically select the preferred dedicated route for a PSTN call. The user dials an access level i.e. "9" and the call is routed over the correct dedicated facility for the call type based on routing choices predetermined by the customer and programmed into the Centrex switch. Routing patterns are based on three-digit screening using NPA's only.

**Call Forward Busy** - Automatically routes incoming calls to a designated answering point when the called line is busy.

**Call Forward No Answer** - Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

**Call Forward Variable** - Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

**Call Forwarding of Call Waiting Calls -** This service provides the capability to forward unanswered waiting calls to a subscriber-designated DN by using the combined call treatments of Call Waiting and Call Forward Don't Answer. An incoming call to a busy line first receives standard call waiting treatment in which the called party hears an audible tone and the calling party hears audible ringing. If the call is not answered after a period of time that is equal to the time-out value of Call Forward Don't Answer, the incoming call is given Call Forward Don't Answer treatment and is forwarded to a subscriber-designated DN.

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### LOCAL EXCHANGE SERVICES TARIFF

### SECTION 1 - DEFINITIONS, (CONT'D.)

**Call Forward Doesn't Answer Ring Select (Subscriber Programmable Ringing) -** Allows the subscriber with the Call Forward Doesn't Answer option to program the number of rings before a call is forwarded. The subscriber dials an access code, receives a special dial tone, and enters the desired number of rings, from two to nine. A confirmation tone is provided if the operation is successful, and from this point on any incoming call that is unanswered is forwarded after the newly specified number of rings. The new ringing time-out value stays in effect until it is changed.

Call Hold - Allows the User to hold one call for any length of time provided that neither party goes On Hook.

**Call Park** - Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

**Call Pickup** - Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

**Call Transfer/Consultation/Conference** - Provides the capability to transfer or add a third party, using the same line.

**Call Waiting:** Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and being rung back by the caller.

**Call Waiting Cancel** - Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

**Call Waiting Display of Caller ID** - On Call Waiting calls the calling party's name or number will be displayed along with the audible CWT tone.

Caller ID Name and Number - Adds the display of the calling party's name to Calling Number Delivery.

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#### LOCAL EXCHANGE SERVICES TARIFF

#### **SECTION 1 - DEFINITIONS, (CONT'D.)**

Calling Name Delivery - Identifies the name of the calling party.

Calling Number Delivery - Identifies the 10-digit number of the calling party.

**Calling Number Delivery Blocking** - Blocks the delivery of the number to the called party on a per call or per line basis.

Company - XO Communications Services, Inc., a Delaware corporation, which is the issuer of this tariff.

Commission - The Missouri Public Service Commission.

**Competitive Response/Competitive Situation** - Any action taken by the Company to win or retain a Customer that would not have otherwise occurred without such an action.

**Conference/Six-Way** - The User can sequentially call up to five other people and add them together to make up a six-way call.

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

**Customer Group Dialing Plan -** A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

**Dial Pulse ("DP")** - The pulse type employed by rotary dial Station sets.

**Digital Facility Interface (IXC T-1 Access) -** This termination provides a digital interface for a high capacity (T-1) facility that terminates to a customer's Centrex system. This service provides for the termination of 24 circuits within the Centrex to another Centrex, PBX or to a Long Distance Carrier (IXC). Two digital facility interfaces will be needed to connect two Centrex systems, one for each Centrex. The cost of the Digital Facility Interface is in addition to the T-1 private line.

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### LOCAL EXCHANGE SERVICES TARIFF

#### SECTION 1 - DEFINITIONS, (CONT'D.)

**Direct Inward Dialing ("DID")** - A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

**Directed Call Pickup** - Allows a Centrex station user to answer incoming calls that ring on another station within a pre-set group by dialing a feature activation code and the extension number of the station being answered. The maximum number of members in a Directed Call Pickup Group is 75.

**Distinctive Ringing/Call Waiting** - With this service, incoming calls from up to 12 DNs (DMS-100) can be automatically identified by distinctive ringing. A distinctive ringing pattern (short-long-short for the DMS-100) accompanies incoming calls from the designated DNs. If a subscriber is engaged in conversation and a call from one of the designated DNs arrives, a distinctive call waiting tone (short-long-short) accompanies the incoming call. Calls from all other DNs ring normally.

**Do Not Disturb** - Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency ("DTMF") - The pulse type employed by tone dial Station sets.

**Electronic Set Interface per PDN -** This feature allows for the connection of a Business Set to the Central Office through a special interface card

**Executive Busy Override** - Allows a station to gain access (barge-in) to a busy station by flashing the switch hook when a busy is reached and dialing a feature activation code. This feature is also available for MADN groups, MCA and SCA.

**Executive Busy Override Exempt -** Block a station using Executive Busy Override from entering a call that the EBX station user has made or received.

**Fast Transfer** - This feature—which provides Transfer on Release capability—speeds up call handling for Meridian Business Set (MBS) users by: Reducing the number of keystrokes needed to transfer a call Eliminating the need to first conference the call. The Transfer on Release capability enhances Three-Way Call/Call Transfer (3WC/CXR) feature.

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#### LOCAL EXCHANGE SERVICES TARIFF

#### SECTION 1 - DEFINITIONS, (CONT'D.)

Intercept - Provides a recorded announcement of the status of the number dialed; disconnected, number changed, etc.

**Hunting** - Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

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

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

LATA - A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Least Idle Trunk Selection ("LIDL") -** LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

**Local Calling -** A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

Local Exchange Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Mbps - Megabits, or million of Bits, per second.

**Message Waiting** - This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

**Most Idle Trunk Selection ("MIDL")** - MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

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#### LOCAL EXCHANGE SERVICES TARIFF

# SECTION 1 - DEFINITIONS, (CONT'D.)

Multiple Appearance Directory Numbers - A directory number that is assigned more than once to one or more Proprietary Business Sets.

**Multi-Frequency ("MF")** - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Multi-Ring - Allows up to three additional telephone numbers to terminate on a given line Each number will have a separate ring so the Customer can identify which number was called.

**Non-Recurring Charges -** The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook - The term "off-hook" denotes the active condition of a telephone exchange service line.

**On-Hook** - The term "on-hook" denotes the idle condition of a telephone exchange service line.

Originating Off-Net - A call originating on and placed via facilities neither owned or leased by the Company.

Originating On-Net - A call originating on and placed via facilities owned or leased by the Company.

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

**Presubscription** - Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

**Privacy Release** - Allows a Business Set user to establish a conference call among private MADN-SCA members and an external party. A maximum of 30 parties are permitted in a single connection depending on the number of members of the MADN group.

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### LOCAL EXCHANGE SERVICES TARIFF

#### SECTION 1 - DEFINITIONS, (CONT'D.)

**Remote Access to Call Forwarding -** From any phone anywhere a subscriber can forward their number to another number. Call Forward Remote Activation (CFRA) can be accessed from any DTMF telephone simply by dialing an access code and a personal identification number (PIN). If Call Forward is already in effect, the forward-to number can be changed by dialing the access code, the PIN, and the new forward-to destination.

Repeat Dialing - Provides Customers with the ability to automatically redial the last number dialed.

Selective Call Acceptance - Allows the subscriber to set up a list of up to 12 DNs in the DMS indicating numbers that should always be able to call the subscriber. When activated, only callers on this list will be connected to the subscriber's line. All other callers hear an announcement.

Selective Call Forwarding (SCF) - Allows subscribers to ensure that selected calls reach them when they are away from the office. Incoming calls from up to 12 DNs can be forwarded to another location. Calls from DNs that are not on the SCF list can be picked up at the office—or receive whatever treatment the subscriber has arranged, such as answering machine or voice mail. If the SCF destination is busy, the originator will receive busy tone.

Selective Call Rejection - Allows the subscriber to set up a list of up to 12 DNs in the DMS indicating telephone numbers from which the subscriber does not wish to receive calls. When activated a number on the list that tries to call will hear an announcement and will not be connected.

Service Commencement Date - Billing will begin on the date on which the Company notifies the Customer that the requested service or facility is available for use, unless the date is extended by the Customer's refusal in writing to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If Customer notifies the Company in writing that it is not prepared to utilize the service or facility after the Company has notified the Customer that the requested service or facility is ready for use (for reasons other than those set forth above), the Company may begin billing the customer 30 days from the date on which the Customer notifies XO that they are ready to accept service, which ever is earlier. The Company may bill the Customer for any costs it has incurred in preparing its service for the original due date as well as any costs it will incur up until the date that the customer accepts service.

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#### LOCAL EXCHANGE SERVICES TARIFF

### **SECTION 1 - DEFINITIONS, (CONT'D.)**

Service Order - The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof 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.

Service Outage - A disruption or degradation of On-Net Service.

Services - The Company's telecommunications services offered on the Company's network.

**Simultaneous Ring (SimRing)** - Enables up to five Directory Numbers (DNs) to ring simultaneously whenever there is a call to a Pilot DN (PDN). The PDN can be any DMS Business line that has subscribed to this service. The PDN and up to four non-pilot DNs can be included in a SimRing group. The phone in the SimRing group that goes off-hook first receives the call.

**Speed Dialing** - Allows a Customer to program his/her phone to automatically dial a list of numbers that are used frequently. The Customer can purchase Speed Dialing in either eight or thirty numbers.

Station - Telephone equipment from or to which calls are placed.

Station to Station Dialing - Allows Centrex users to dial another station within the same Centrex group using the last 2,3,4, or 5 digits of the Centrex line number.

Three Way Conference Calling - Allows a Customer to add an additional party to an existing call.

**Trunk** - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User - A Customer or any other person authorized by the Customer to use service provided under this tariff.

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### LOCAL EXCHANGE SERVICES TARIFF

### **SECTION 2 - RULES AND REGULATIONS**

# 2.1 Undertaking of the Company

### 2.1.1 Application of Tariff-General

This tariff applies to the Company's furnishing of basic local exchange services and local exchange services to business Customers within the Company's certificated area in the State of Missouri.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, 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

- **2.1.2.1** The Company reserves the right to limit or 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.
- **2.1.2.2** 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 fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

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### LOCAL EXCHANGE SERVICES TARIFF

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

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

# 2.1.3 Terms and Conditions

- **2.1.3.1** Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- **2.1.3.2** Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.
- 2.1.3.3 If neither the Customer nor Company cancels the Agreement before the end of the Term, the Agreement will automatically renew for a similar term and at the rates specified in the Agreement (unless otherwise stated in the notice) and pursuant to the terms of the Agreement, including any applicable tariffs. Unless Company has already provided notice of its intent to terminate the Agreement, Company will notify Customer in writing at least sixty (60) days prior to the expiration of the Agreement, regarding the pending expiration of the Agreement and the automatic renewal of the Agreement if no action is taken prior to expiration. If Customer notifies Company of its decision to cancel the Agreement within the notice period, actual termination of Service will occur on the latter of the expiration date or thirty (30) days after receipt of Customer's notification. If Customer chooses to take Service for a minimum term or minimum commitment and Customer cancels Service before the end of the Term or prior to the retirement of the minimum commitment or Service is terminated by Company for cause, actual termination of Service may not occur until thirty (30) days after receipt notice and Customer shall be subject to various early termination charges for the Agreement, or for any commitment shortfall, as set forth therein. If the term of the Agreement is month-to-month, the Agreement may be terminated by either party providing the other with written notice of termination at least thirty (30) days prior to the termination date.

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### LOCAL EXCHANGE SERVICES TARIFF

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

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

### 2.1.3 Terms and Conditions, (cont'd.)

- **2.1.3.4** This tariff shall be interpreted and governed by the laws of the State of Missouri without regard to the State's choice of laws provisions.
- **2.1.3.5** Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- **2.1.3.6** Provision and Ownership of Telephone Numbers: The assignment of a telephone number to a Customer's telephone service will be made at the discretion of the Company. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- **2.1.3.7** The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section 2.1.3.8 below.

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### LOCAL EXCHANGE SERVICES TARIFF

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

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

#### 2.1.3 Terms and Conditions, (cont'd.)

- 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- **2.1.3.9** Telephone Number Reservation Policy: In the event that Customer anticipates its need for Company services will increase, Company may, at Customer's request, reserve telephone numbers to meet Customer's expected growth. Company will reserve telephone numbers for a maximum forty-five (45)day period (the "Reservation Period"). Customer must place the reserved numbers in-service prior to termination of the Reservation Period. Otherwise, pursuant to federal regulations, the reserved numbers will return to Company's telephone number inventory at the termination of the Reservation Period. A renewal of the Reservation Period is not permitted. Company will make all attempts to reserve the specific telephone numbers identified by the Customer. Company reserves the right to substitute numbers when necessary in the conduct of its business or as required by a regulatory body or by law.

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#### LOCAL EXCHANGE SERVICES TARIFF

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

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

# 2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

- **2.1.4.1** The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.
- **2.1.4.2** The Company shall not be liable or responsible for any special, consequential, exemplary or punitive damages or lost profits whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

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### LOCAL EXCHANGE SERVICES TARIFF

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

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

#### 2.1.4 Liability of the Company, (cont'd.)

- 2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- **2.1.4.4** The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers' facilities or equipment used for or with the services the Company offers.
- **2.1.4.5** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- **2.1.4.6** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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#### LOCAL EXCHANGE SERVICES TARIFF

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

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

#### 2.1.4 Liability of the Company, (cont'd.)

- 2.1.4.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.1.4.8 The Company is not liable for any defacement of, or damage to, the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.1.4.9 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.1.4.10 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

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### LOCAL EXCHANGE SERVICES TARIFF

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

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

#### 2.1.4 Liability of the Company, (cont'd.)

- 2.1.4.11 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with XO Service.
- 2.1.4.12 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1."
- 2.1.4.13 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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.1.4.14 Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer (including payment of all litigation costs, reasonable attorney's fees, court costs, settlement payments, and any damages awarded or resulting from such claim), or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others, claims relating to the Customer's resale or attempted resale of the service offered by the company; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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#### LOCAL EXCHANGE SERVICES TARIFF

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

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

#### 2.1.5 Notification of Service-Affecting Activities

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

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# LOCAL EXCHANGE SERVICES TARIFF

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

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

#### 2.1.6 **Provision of Equipment and Facilities**

- **2.1.6.1** Where construction is required, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- **2.1.6.2** The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.
- **2.1.6.3** Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- **2.1.6.4** 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. Beyond this responsibility, the Company shall not be responsible for:
  - (A) the 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 Customerprovided network control signaling equipment.

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#### LOCAL EXCHANGE SERVICES TARIFF

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

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

#### 2.1.7 Non-routine Installation/Maintenance

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.

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### LOCAL EXCHANGE SERVICES TARIFF

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

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

### 2.1.8 Ownership of Facilities

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

#### 2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, the Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

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### LOCAL EXCHANGE SERVICES TARIFF

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

# 2.2 Prohibited Uses

- 2.2.1 The service 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 a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.3 No service or network element provided by the Company may be used by a telephone solicitor (Telemarketer) to block or otherwise interfere with, on a per line basis, the display of the telephone solicitor's name and telephone number on a residential subscriber's caller ID equipment.

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### LOCAL EXCHANGE SERVICES TARIFF

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

# 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer shall be responsible for:

- **2.3.1.1** the payment of all applicable charges, either non-recurring, recurring, ICB, or other charges, pursuant to this tariff;
- **2.3.1.2** reimbursing the Company for 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's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- **2.3.1.3** providing at no charge, as specified from time to time by the Company, any needed personnel, 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;

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#### LOCAL EXCHANGE SERVICES TARIFF

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

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

### 2.3.1 General, (cont'd.)

- **2.3.1.4** 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 local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.3. Any costs associated with 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;
- 2.3.1.5 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's 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;
- **2.3.1.6** 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 2.3.1.4 above; 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;
- **2.3.1.7** not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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# LOCAL EXCHANGE SERVICES TARIFF

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

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

#### 2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- **2.3.2.1** any loss, destruction or damage to property of the Company or any third party, or the death of, or injury to, persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- **2.3.2.2** any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

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#### LOCAL EXCHANGE SERVICES TARIFF

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

# 2.4 Customer Equipment and Channels

#### 2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

# 2.4.2 Station Equipment:

- **2.4.2.1** The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- **2.4.2.2** 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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## LOCAL EXCHANGE SERVICES TARIFF

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

# 2.4 Customer Equipment and Channels, (Cont'd.)

### 2.4.3 Interconnection of Facilities

- **2.4.3.1** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- **2.4.3.2** Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- **2.4.3.3** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

# 2.4.4 Inspections

- **2.4.4.1** Upon reasonable 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 Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- **2.4.4.2** 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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### LOCAL EXCHANGE SERVICES TARIFF

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

# 2.5 Payment Arrangements

#### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

- **2.5.1.1** Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, surcharges for E-911 services or other surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
- **2.5.1.2** A surcharge is imposed on all charges for service originating at addresses in states, counties, and municipalities which levy, or assert a claim of right to levy, a gross receipt or franchise tax on the Company's operations in any such state, county or municipality, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that jurisdiction. This surcharge is based on the particular state's, county's, or municipality's receipts tax or franchise fee and other jurisdiction's taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that jurisdiction and/or payment of interstate access charges in that jurisdiction. The surcharge will be shown as a separate line item on the Customer's monthly invoice.
- **2.5.1.3** If Customer delays Service activation or fails to cooperate with XO Missouri to achieve Service activation such that the Service Commencement Date has not occurred within thirty (30) days of the estimated Service date set forth on the front of the tariffed services order and agreement, then Customer agrees that XO Missouri may begin billing Customer for the Services on the 31st day after the estimated Service date.

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### LOCAL EXCHANGE SERVICES TARIFF

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

## 2.5 Payment Arrangements, (Cont'd.)

### 2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- **2.5.2.1** All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.
- **2.5.2.2** The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month in which service is provided. Usage charges will be billed in arrears.
- **2.5.2.3** For new customers or existing customers whose service is disconnected, 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 30 days.
- **2.5.2.4** Amounts not paid within 30 days after the date of invoice are considered past due. A late payment fee of 1.5% per month may be applied.
- **2.5.2.5** Checks with insufficient funds or non-existing accounts will be assessed a penalty fee of \$25.00.
- **2.5.2.6** The Company currently does not provide billing of monthly recurring charges by third party service providers (authorized casual calling excepted) on its local exchange billing. Concurrent with the offering of such third party billing service, the Company shall offer third party bill blocking service as required by the Commission.

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### LOCAL EXCHANGE SERVICES TARIFF

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

# 2.5 Payment Arrangements, (Cont'd.)

### 2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. 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.

- **2.5.3.1** The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- **2.5.3.2** The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

# 2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge (s) and two months' charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill and subsequent bills as applicable. An Advance Payment may be required in addition to a deposit

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## LOCAL EXCHANGE SERVICES TARIFF

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

# 2.5 Payment Arrangements, (Cont'd.)

### 2.5.5 Deposits

- 2.5.5.1 Applicants for service who are classified as not credit worthy based on a credit report, or existing Customers, who fail to pay their invoice on time for two consecutive months, may be required at any time to provide the Company a security deposit. All deposits will be handled in accordance with the rules of the Missouri Public Service Commission. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. 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:
  - (A) two month's charges for a service or facility which has a minimum payment period of one month; or
  - (B) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
- 2.5.5.2 A deposit may be required in addition to an advance payment.
- **2.5.5.3** When a service or facility is discontinued, the amount of a deposit, if any, and accrued interest will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- 2.5.5.4 Deposits held will accrue interest at a rate of 9% per annum.

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### LOCAL EXCHANGE SERVICES TARIFF

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

## 2.5 Payment Arrangements, (Cont'd.)

### 2.5.6 Discontinuance of Service

- **2.5.6.1** Upon nonpayment of any amounts owing to the Company, the Company may, by giving five days' written notice to the Customer, discontinue or suspend service without incurring any liability.
- **2.5.6.2** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- **2.5.6.3** 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.
- **2.5.6.4** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue or suspend service without incurring any liability.
- **2.5.6.5** Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

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## LOCAL EXCHANGE SERVICES TARIFF

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

### 2.5 Payment Arrangements, (Cont'd.)

### 2.5.6 Discontinuance of Service, (cont'd.)

- **2.5.6.6** The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:
  - (A) Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-f) if:
    - The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
    - (2) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
    - (3) The Customer has been given ten (10) days written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
    - (4) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
      - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this by this tariff; or
      - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
      - (c) Any other fraudulent means or devices; or
    - (5) Use of service in such a manner as to interfere with the service of other users; or
    - (6) Use of service for unlawful purposes.

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### LOCAL EXCHANGE SERVICES TARIFF

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

# 2.5 Payment Arrangements, (Cont'd.)

### 2.5.6 Discontinuance of Service, (cont'd.)

#### 2.5.6.6 (continued)

- (B) Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or
- (C) Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that (10) day period; or
- (D) Upon five (5) days written notice, excluding Sundays and Federally recognized holidays, for non-payment of a bill for service. If the Customer pays a bill, after such written notice with an insufficient funds check, service will be discontinued immediately without further notice to the Customer.
- (E) At least 24 hours preceding a discontinuance the Company shall make reasonable efforts to contact the customer to advise of the proposed discontinuance and what steps must be taken to avoid it.
- **2.5.6.7** The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- **2.5.6.8** Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including but not limited to termination charges, reasonable attorneys' fees, or any other fees incurred by the Company in the collection of any amount due under this tariff for services rendered or facilities provided, shall become due. Any attorneys' or other collection fees incurred by the Company after discontinuance of service shall become due immediately upon invoice of such fees to the customer. This is 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

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### LOCAL EXCHANGE SERVICES TARIFF

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

#### 2.6 Allowances for Interruptions of Service

### 2.6.1 Credit for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

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

#### 2.6 Allowances for Interruptions of Service, (Cont'd.)

#### 2.6.2 Limitations on Allowances

No credit allowance will be made for:

- **2.6.2.1** interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- **2.6.2.2** interruptions due to the negligence of any person other than the Company including but not limited to, the Customer or other common carriers connected to the Company's facilities;
- 2.6.2.3 interruptions due to the failure or malfunction of non-Company equipment;
- **2.6.2.4** interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- **2.6.2.5** interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- **2.6.2.6** interruptions of service 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;
- **2.6.2.7** interruption of service due to circumstances or causes beyond the control of the Company.
- **2.6.3** Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

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## LOCAL EXCHANGE SERVICES TARIFF

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

# 2.7 Cancellation of Service

### 2.7.1 Cancellation of Application for Service

- 2.7.1.1 Applications for service are noncancellable unless the Company otherwise agrees. 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.
- 2.7.1.2 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 salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- **2.7.1.3** The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

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

# 2.7 Cancellation of Service, (Cont'd.)

#### 2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with

- 2.7.2.1 all Non-Recurring Charges reasonably expended by the Company to establish service to the Customer, plus
- **2.7.2.2** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- **2.7.2.3** all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term;
- **2.7.2.4** in the alternative, the Customer will be responsible for paying any and all termination liabilities contained in a Service Order entered into by the Customer and the Company.

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## LOCAL EXCHANGE SERVICES TARIFF

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

# 2.8 Transfer 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 (a) to 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.

# 2.9 Notices and Communications

- **2.9.1** 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.
- **2.9.2** The Company shall designate on the Service Order and 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.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff must 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 deposit 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.
- **2.9.4** 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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### SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.10 Jurisdictional Nature of Traffic

- 2.10.1 Customer agrees, represents and warrants that all traffic being delivered by Customer to Company for local termination, and all traffic that Company delivers to Customer that has originated in the same local calling area in which Customer's NXX is assigned and/or in which such traffic is terminated to Customer, is local traffic or is legally entitled to be treated as local traffic under all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction.
- 2.10.2 Customer further agrees to indemnify, defend and hold harmless Company and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred in connection with: Customer's breach or failure of any representation or warranty; Customer's traffic being processed through the Company switch/node; or the effect of any regulatory or legal modifications/change of law.
- **2.10.3** If Customer defaults in fulfilling any material obligation of the Service Order Agreement, any Amendments or this Tariff, Company shall have the right to terminate the Agreement and the Customer shall pay Company, in addition to any other amounts then owing under the Agreement, a cancellation charge equal to the monthly recurring charge times the number of months remaining in the contract. These charges are intended to establish liquidated damages in the event of early termination and are not intended as a penalty.

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

# 2.11 Courtesy Credits

From time to time, the Company may grant credits against usage or recurring charges per Customer account, per monthly billing period, whenever the Company determines, in a nondiscriminatory manner, that such a credit is warranted due to consideration or disputes involving the delivery of past service to the Customer or account receiving the credit.

## 2.12 Special Construction

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

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

#### 2.13 Waiver of Charges

In addition to any other discount or promotion, any Customer who has received competitive offers for installation and/or non -recurring charges waiver f for installation of identical services in the same time frame, may, upon appropriate showing of such competitive offer to Company sales management, be eligible for similar waiver of installation and/or other non-recurring charges waivers, authorization of such waiver to be subject to the reasonable discretion of Company.

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

## 2.14 Caller ID

(This language in conformance with Section 3.37 of Missouri PSC Tariff requirements)

This feature enables the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. When Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle.

Per line blocking for blocking of CPN will be available upon request, at no charge, ONLY 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 Applicant:

- (a) Private, nonprofit, tax exempt, domestic violence intervention agencies
- (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 Customer can unblock their CPN information on a per call basis, at no charge, by dialing an access code (\*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (\*67 on their touch tone pad or 1167 from a rotary phone) 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 Customer will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and 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 has been blocked.

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

# 2.14 Caller ID, (Cont'd.)

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. Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

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. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN 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.

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# LOCAL EXCHANGE SERVICES TARIFF

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

# 2.15 Service Order Charge

Company will assess a Service Order Charge of \$25.00 for each of the following Customer initiated requests made after 30 days from the installation of Service:

- Telephone number change (charge assessed per number)
- Account Change of Ownership
- Account change of Name
- Feature Requests (charge assessed per Feature):
  - when adding a feature that does not have a non-recurring charge
  - when adding a Standard Feature to existing Centrex service

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# LOCAL EXCHANGE SERVICES TARIFF

## **SECTION 3 - SERVICE DESCRIPTIONS**

The following sections will apply to customers who are served by a Central Office where the former XO Missouri, Inc. has facilities and to existing Customers of XO Missouri, Inc. as of February 4, 2005. Category One - Sections 3.1 thru 3.29

# 3.1 Local Calling Areas

**3.1.1** XO Missouri provides local exchange and basic local exchange service in the following exchanges currently served by Southwestern Bell Telephone Company in St. Louis. The geographic area in which service is to be offered follows the exchange boundaries. XO Missouri concurs in Southwestern Bell's local calling scopes that apply in the specified exchanges:

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# LOCAL EXCHANGE SERVICES TARIFF

# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

## 3.1 Local Calling Areas, (Cont'd.)

3.1.1 (cont'd.)

3.1.1.1 St. Louis

St. Louis Principal Zone – St. Louis

# Metropolitan Calling Area 1 (MCA1) Ferguson Ladue Mehlville Overland Sappington Webster Groves

Metropolitan Calling Area2 (MCA2) Bridgeton Creve Cœur Florissant Kirkwood

# Metropolitan Calling Area (MCA3) Chesterfield Fenton Manchester St. Charles Valley Park

# Metropolitan Calling Area (MCA4) Harvester

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### LOCAL EXCHANGE SERVICES TARIFF

## **SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

# 3.1 Local Calling Areas, (Cont'd.)

### 3.1.2 Optional Metropolitan Calling Area (MCA) Service

### 3.1.2.1 Service Description:

- (A) Metropolitan Calling Area (MCA) Service is available in XO Missouri's exchanges in the St. Louis area identified in section 3.1.1.1.
- (B) In selected exchanges, MCA service is an optional service which provides the subscriber with an optional local calling area which includes certain exchanges and certain customers in other exchanges as described below.
- (C) In the St. Louis area, exchanges where Optional MCA service is provided by XO Missouri are classified as MCA-3 or MCA-4.

# 3.1.2.2 Availability of Service

- (A) The Southwestern Bell Telephone Company MCA-3 exchanges where XO Missouri provides Optional MCA Service are:
  - Chesterfield Fenton Manchester St. Charles Valley Park
- (B) The Southwestern Bell Telephone Company MCA-4 exchange where XO Missouri provides Optional MCA Service is:

Harvester

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# LOCAL EXCHANGE SERVICES TARIFF

# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.1 Local Calling Areas, (Cont'd.)

### 3.1.3 Calling Scope

## 3.1.3.1 Exchanges

The total calling area for MCA in St. Louis is comprised of the following groups of zones and exchanges:

(A) Southwestern Bell's St. Louis Metropolitan Exchange, including the Principal Zone, and MCA-1 and MCA2 as further described below;

MCA-1	MCA-2
Ferguson	Bridgeton
Ladue	Creve Coeur
Mehlville	Florissant
Overland	Kirkwood
Riverview	Oakville
Sappington	Spanish Lake
	Webster Groves

(B) MCA-3 includes the following:

Southwestern Bell's exchanges of:

Portage Des Sioux St. Charles Chesterfield Manchester Valley Park Fenton Maxville Imperial

Orchard Farm Telephone Company's exchange of Orchard Farm.

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### LOCAL EXCHANGE SERVICES TARIFF

# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.1 Local Calling Areas, (Cont'd.)

# 3.1.3 Calling Scope, (cont'd.)

### 3.1.3.1 Exchanges, (continued)

(C) MCA-4 includes the following:

Southwestern Bell's exchange of Harvester Pond Eureka High Ridge Antonia Herculaneum/Pevely

GTE Midwest Incorporated's (GTE d/b/a Verizon's) exchanges of St. Peters O'Fallon Dardene

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# **SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

# 3.1 Local Calling Areas, (Cont'd.)

# 3.1.3 Calling Scope, (cont'd.)

# 3.1.3.1 Exchanges, (continued)

(D) MCA-5 includes the following:

Southwestern Bell's exchanges of: Gray Summit Pacific Cedar Hill Ware Hillsboro Festus/Crystal City DeSoto

GTE (d/b/a Verizon)'s exchanges of: Winfield Troy Old Monroe Moscow Mills Wentzville Foristell New Melle Defiance Augusta

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### LOCAL EXCHANGE SERVICES TARIFF

# **SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

### 3.1 Local Calling Areas, (Cont'd.)

### 3.1.4 Optional MCA Calling Scopes

# 3.1.4.1 St. Louis MCA-3 Calling Scope

The calling scope for XO Missouri Optional MCA subscribers in MCA-3 exchanges includes all customers in the Metropolitan Exchanges, all customers in MCA-3 exchanges, and MCA subscribers in MCA-4 and MCA-5 exchanges.

# 3.1.4.2 St. Louis MCA-4 Calling Scope

The calling scope for XO Missouri Optional MCA subscribers in MCA-4 exchanges includes all customers in the Metropolitan Exchange, all customers in MCA-3 and MCA-4 exchanges and MCA subscribers in MCA-5 exchanges.

### 3.1.5 MCA Plus Extended Calling Scope

**3.1.5.1** XO Missouri also provides MCA Plus, an extended calling scope that allows XO Missouri customers from any zone in the MCA to place calls to persons in MCA Principal and Tiers 1,2,3, 4 and 5, regardless of whether the called party subscribes to MCA or not. The price of this service is included in all local exchange services listed under Section 3.2 of this tariff.

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# LOCAL EXCHANGE SERVICES TARIFF

# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.1 Local Calling Areas, (Cont'd.)

## 3.1.6 Regulations

- **3.1.6.1** Unless otherwise specified in these regulations, MCA service is offered to all classes and grades of business customers located in an MCA exchange.
- **3.1.6.2** In situations where multiple access lines share the same working telephone number, if one such line subscribes to MCA service, then all lines must subscribe to MCA service.
- **3.1.6.3** In situations where a hunting arrangement between access lines is provided by the Company, no MCA line may be configured to hunt to a non-MCA line.

### 3.1.6.4 Rate Application

- (A) All rates applied herein include MCA, MCA Plus, and, where applicable, optional-MCA service at no additional fee.
- (B) Local Exchange service pricing, not including optional MCA service and/or MCA Plus, in MCA zones 3, 4, and 5 may be obtained at the same price as Optional MCA Service. Those prices are listed in Section 4.1 following.
- (C) End User Common Line (EUCL) Charges are included in pricing. See section 4.1 for details.

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### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

### 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service

The following service descriptions and pricing applies to the Southwestern Bell Territory described in 3.0 above.

Pricing for standalone Local Exchange Service (service that does not include optional MCA and/or MCA Plus) in MCA zones 3, 4, and 5 may be obtained at the same rates as Optional MCA Service. Those rates are found following in Section 4.1.

The following service descriptions and pricing applies to the Southwestern Bell Territory. The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- \* place or receive calls to any calling Station in the local calling area, as defined herein;
- \* access enhanced 911 Emergency Service where available;
- \* access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- \* place or receive calls to 800 telephone numbers;
- \* access Telecommunication Relay Service.

The Company's service cannot be used to originate calls to other telephone companies' callerpaid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

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## LOCAL EXCHANGE SERVICES TARIFF

## SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

### 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

**3.2.1** Basic Business Line Service - (This service has been grandfathered)

Basic Business Line Service provides the Customer with a single, voice-grade communications channel. Each Business Line will include a telephone number and DTMF (Touch-Tone) signaling. Basic Business Line Service is available in the following offerings:

**3.2.1.1 Basic Line Service -** Each Basic Line Service includes the following standard features at no additional charge:

Dial Tone Touchtone One Directory Listing Presubscription Access to 911 service Operator Services Directory Assistance Calling number delivery blocking/per call Place or receive calls to toll free numbers 900/976 Blocking Unlimited local calling

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### LOCAL EXCHANGE SERVICES TARIFF

### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

3.2.1 Basic Business Line Service - (This service has been grandfathered)

### **3.2.1.2 Optional Features**

A Basic Business Line Customer may order, in addition to the standard features, the following optional features, at the rates specified in Section 3.21.1.3.

Call Forward Busy Call Forward No Answer Call Forward Variable Call Hold Call Park Call Pickup Call Transfer **Call Waiting** Call Waiting Cancel Calling Name Delivery Calling Number Delivery Multi Ring 1 Multi Ring 2 Multi Ring 3 Speed Calling Speed Dial - 8 numbers Speed Dial - 30 numbers Three Way Conference Calling

NOTE Calling Name/Calling Number Delivery Blocking charge waived if the Customer has a Non-listed or a Non-published number.

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# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

**3.2.1** Basic Business Line Service - (This service has been grandfathered)

### 3.2.1.3 Basic Business Line Rates and Charges

Basic Business Line Customers will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified in Sections 4.1.1.5.1 and 4.1.1.5.2, respectively.

# (A) Non-Recurring Charges

Basic Line	\$50.00
Plus Line	\$50.00
Measured Business Line	\$50.00
Service Order Charges	\$50.00
Subsequent Account Changes	\$50.00
Line Restoral Charge	\$15.75 *

\* (Applies for line restoral after temporary interruption of service initiated by XO. If service is temporarily interrupted and payment is not received within 10 days following the interruption, XO reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

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# **SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

3.2.1 Basic Business Line Service - (This service has been grandfathered)

# 3.2.1.3 Basic Business Line Rates and Charges, (cont'd.)

(A) Non-Recurring Charges, (continued)

#### **Optional Features:**

Ophobal reatures.	
Call Forward Busy	\$9.25
Call Forward No Answer	\$9.25
Call Forward Variable	\$9.25
Call Hold	\$9.25
Call Park	\$9.25
Call Pickup	\$9.25
Call Transfer	\$9.25
Call Waiting	\$9.25
Call Waiting Cancel	\$9 <i>.</i> 25
Calling Name Delivery	\$9.25
Calling Number Delivery	\$9.25
Multi Ring 1	\$17.00
Multi Ring 2	\$17.00
Multi Ring 3	\$17.00
Speed Calling	\$9.25
Speed Dial –8 numbers	\$9.25
Speed Dial – 30 numbers	\$9.25
Three Way Conference Calling	\$9.25

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# LOCAL EXCHANGE SERVICES TARIFF

	SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)				
3.2	Local	Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'o			
	3.2.1 Basic Business Line Service - (This service has been grandfathered)				
		3.2.1.3 Ba	sic Business Line Rates and Charges, (cont'd.)		
		<b>(B</b> )	) Monthly Recurring Charges		
			Basic Line Measured Business Line Plus Line The following features are included with the Plus Line: Three-Way Conference Calling Call Forward Busy Call Forward Busy Call Forward No Answer Call Waiting Call Transfer Calling Number Delivery Hunting Message Waiting Name/Number Blocking Speed Calling 8 numbers	\$32.88 \$13.88 \$37.88	

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## LOCAL EXCHANGE SERVICES TARIFF

# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

3.2.1 Basic Business Line Service - (This service has been grandfathered)

# 3.2.1.3 Basic Business Line Rates and Charges, (cont'd.)

(B) Monthly Recurring Charges, (continued)

#### **Optional Features:**

Optional I catal es.	
Call Forward Busy	\$0.75
Call Forward No Answer	\$0.75
Call Forward Remote Access	\$2.80
Call Forward Variable	\$3.80
Call Hold	\$3.80
Call Park	\$3.80
Call Pickup	\$3.80
Call Transfer	\$3.80
Call Waiting	\$7.00
Call Waiting Cancel	\$3.80
Calling Name Delivery	\$1.80
Calling Number Delivery	\$6.00
Multi Ring 1	\$4.25
Multi Ring 2	\$4.25
Multi Ring 3	\$4.25
Speed Calling	\$3.80
Speed Dial –8 numbers	\$3.80
Speed Dial - 30 numbers	\$4.25
Three Way Conference Calling	\$3.80

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# LOCAL EXCHANGE SERVICES TARIFF

# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (cont'd.)

**3.2.1** Basic Business Line Service - (This service has been grandfathered)

3.2.1.3 Basic Business Line Rates and Charges, (cont'd.)

(C) Usage (applies to Measured Business Line only)

\$ 0.015 per MOU

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## SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

### 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (cont'd.)

#### **3.2.2** Centrex Business Line Service - (This service has been grandfathered)

Centrex Business Lines Service provides the Customer with a single, voice-grade communications channel. Each circuit will include a telephone number. Customers will pay non-recurring and recurring charges for each Station that has Centrex functionality in addition to the non-recurring and recurring charges for each Centrex line that connects the Customer premises to the Company central office. Centrex Business Line Service includes the following standard features at no additional charge:

Automatic Callback Call Forward Busy Call Forward No Answer Call Forward Variable Call Hold Call Pickup Call Transfer Call Waiting Call Waiting - Cancel Calling Name Delivery Calling Number Delivery Message Waiting Multi Ring 1 Multi Ring 2 Multi Ring 3 **Repeat Dialing** Speed Dialing 8 Speed Dialing 30 Three Way Conference Calling

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# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

### 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

**3.2.2** Centrex Business Line Service - (This service has been grandfathered)

### 3.2.2.1 Optional Features

A Centrex Business Line Customer may order features, in addition to the standard features, at the rates specified in Sections 3.2.1.3.A and 3.2.1.3.B.

# (A) Centrex Business Line Rates & Charges

# (1) Non- Recurring Charges

Per Centrex Line	\$42.00
Per Centrex Station	\$20.00
Service Order Charges	\$50.00
Subsequent Account Changes	\$50.00
Line Restoral Charge	\$15.75 *

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### LOCAL EXCHANGE SERVICES TARJFF

### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

**3.2.2** Centrex Business Line Service - (This service has been grandfathered)

# 3.2.2.1 Optional Features, (cont'd.)

A Centrex Business Line Customer may order features, in addition to the standard features, at the rates specified in Sections 4.1.1.5.1 and 4.1.1.5.2.

# (B) Centrex Business Line Rates & Charges

# (2) Non-Recurring Charges

Per Centrex Line	\$32.88
Per Centrex Station	\$ 9.88

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### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

### 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

**3.2.3** Integrated Services Digital Network (ISDN) - Effective March 19, 2001, for new service orders only, the Integrated Service Digital Network (ISDN) services listed herein shall be replaced with the services set forth in section 3.2.5.

ISDN supports the simultaneous use of voice and data over the same access line. XO ISDN is available as a Basic Rate Interface (BRI) service and a Primary Rate Interface (PRI). Customer Premise Equipment that is compatible with the ISDN interface is the responsibility of the Customer. ISDN BRI and PRI is subject to the availability of Company facilities.

### 3.2.3.1 Basic Rate Interface (BRI) Basic Line

BRI provides two 64 Kbps bearer B channels used for voice and data transmission, and one 16 Kbps D channel used for call set-up and release. The Customer's terminal equipment and interconnection through non-digital central offices may cause transmission speeds to be slower than the maximum achievable. The Basic Rate Interface (BRI) line includes the following features:

Dial Tone One Directory Listing Pre-subscription for InterLATA and intraLATA Access to 911 Operator Services Directory Assistance Place/Receive Toll Free Number Calls Local/Long Distance Calls 900/976 Blocking

- (A) Customers have the two service options when entering into a Service Order Agreement for ISDN BRI as outlined in Section 4.1.3.3 following.
- (B) Flat Rate Service Option allows Customers to pay a flat-rate monthly recurring charge for ISDN BRI.

Measured rates Service Option allows Customers to pay a monthly recurring charge for the Service in addition to a per minute usage charge.

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# **SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

# 3.2.3 Integrated Services Digital Network (ISDN), (cont'd.)

# 3.2.3.1 Basic Rate Interface (BRI) Basic Line, (continued)

# (C) Non-Recurring Charges

ISDN BRI Flat Rate Service	\$150.00
Service Order Charges	\$50.00
Subsequent Account Changes	\$50.00
Line Restoral Charge	\$15.75 *

\* (Applies for line restoral after temporary interruption of service initiated by XO. If service is temporarily interrupted and payment is not received within 10 days following the interruption, XO reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

# (D) Monthly Recurring Charges

Flat Rate Service

\$42.76

(E) Usage (applies only to Measured Rate Service)

\$ 0.03 per MOU

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# **SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

3.2.3 Integrated Services Digital Network (ISDN), (cont'd.)

#### 3.2.3.1 Primary Rate Interface (PRI)

# (A) ISDN PRI

The ISDN Primary Rate Interface (PRI) is equivalent of a DS-1, that provides 23 B channels used for voice or data transmission (1.472 MBPS), and 1 signaling D channel (64 KBPS) used for call set-up and release. The features are listed in the Basic Rate ISDN in Section 3.2.3.1.

### (B) ISDN PRI Release Link Trunking

Release Link Trunking is a service provided via PRI that allows more efficient link utilization by releasing redundant link resources not required for the final routing or termination of a call. Digital Trunk Service is required.

DID trunks are not required.

# (C) Rates and Charges

PRI Non-Recurring Charges\$1500.00PRI Recurring Charges\$565.00

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### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

### 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

**3.2.4** Local Trunk - (This service has been grandfathered)

Local Trunk(s) provide the Customer with voice-grade communication channel(s) to the Customer's Private Branch Exchange ("PBX") or Hybrid Key System. Local Trunk(s) can be provisioned as either analog or digital and will be provided in the following manner:

- **3.2.4.1** Analog PBX Trunk Local Trunk-Basic can be used to carry one-way outbound traffic, one-way inbound or two-way traffic.
- **3.2.4.2 Digital PBX Trunk** Digital PBX Trunk provides a DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Basic or DID Trunks to the Customer's PBX or trunk-capable Key System. Digital PBX Trunk can be used to carry one-way outbound traffic, one-way inbound, two-way traffic, Direct Inward Dialing, or a combination thereof.

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#### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

3.2.4 Local Trunk, (cont'd.) - This service has been grandfathered)

#### 3.2.4.3 Optional Local Trunk Configurations

- (A) Analog Direct Inward Dialing ("DID")Trunk Provides the Customer with individual channels which can carry one-way inbound traffic. Local Trunks configured for DID service will out pulse the dialed station number to the Customer's PBX or Key equipment, thereby, permitting direct routing of the call without the aid of an attendant. The number of digits to be out pulsed must be specified by the Customer. Additional set-up charges and number charges apply for local trunks configured for DID service as specified in Section 3.2.3.1.C.
- (B) Digital Direct Inward Dialing ("DID") Trunk Provides the Customer with individual channels which can carry one-way inbound traffic. Local Trunks configured for DID service will out pulse the dialed station number to the Customer's PBX or Key equipment, thereby, permitting direct routing of the call without the aid of an attendant. The number of digits to be out pulsed must be specified by the Customer. Additional set-up charges and number charges apply for local trunks configured for DID service as specified in Section 3.2.1.3.C. Digital DID Trunks must be used in conjunction with Digital Trunk Service.

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### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

3.2.4 Local Trunk, (cont'd.) (This service has been grandfathered)

### 3.2.4.4 Features

(A) The following features are available with standard local trunks at no additional charge:

Touch Tone Pre-subscription Directory Assistance Access to 911 Operator Services Calling Number Delivery Blocking/per call Toll Restriction 900/976 Blocking

(B) The following optional features are available with appropriately configured local trunks at the rates specified in Section 3.2.4.5.

Calling Number Delivery Direct Inward Dialed (DID) Numbers Direct Outward Dialing (DOD) DID/DOD

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# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

3.2.4 Local Trunk, (cont'd.) (This service has been grandfathered)

#### 3.2.4.5 Local Trunk-Rates and Charges

A Local Trunk Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified in this Section.

# (A) Monthly Recurring Charges

Analog Trunk - DID	\$58.88
Digital Trunk – DID	\$8.88
Digital Combo Trunk	\$8.88
Digital Trunk Loop	\$270.00

# (B) Optional Features

DID Numbers (per block of 20) \$5.00

# (C) Non-Recurring Charges

Analog Trunk - DID	\$50.00	
Digital Trunk – DID	\$50.00	
Digital Combo Trunk	\$50.00	
Service Order Charges	\$50.00	
Subsequent Account Ch	anges	\$50.00
Line Restoral Charge	\$15.75	

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# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

### 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

3.2.5 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description - (This service has been grandfathered)

Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) is furnished for the digital transmission of information at 64Kbps between the Company's serving wire center and ISDN-compatible terminal equipment located at the customer's premises or other service point. The service consists of a minimum of 23 B (bearer channels) and 1 D (data channel) to provide the Customer with the capabilities of simultaneous access transmission and switching of voice and data services over channelized transport. In addition, ISDN PRI provides the customer with service capabilities and features described in this tariff.

- 3.2.5.1 Conditions This service is offered subject to the following conditions:
  - (1) PRI is only available from a serving central office (CO) equipped with the necessary facilities to provide PRI service. Feature availability and service capabilities are dependent on the facilities and digital technology providing the service.
  - (2) ISDN compatible terminal equipment is required for operation. It is customer's responsibility to power and obtain such equipment.
  - (3) PRI service does not preclude customer from originating or receiving circuitswitched voice calls from inside or outside either their serving CO or their Local Exchange Area. Where facilities are available, customers will be able to originate and receive circuit-switched data calls outside of their serving CO.

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#### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

3.2.5 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description - (This service has been grandfathered)

#### 3.2.5.1 Conditions - , (cont'd.)

- (4) PRI service does not provide for the transmission of packet data.
- (5) Local and long distance usage is not included in the Monthly Recurring Charge (MRC) or Non-recurring Charge (NRC) and is billed at the applicable tariffed rates.
- (6) All PRI Service must have at least one 23 B, plus 1 D PRI arrangement for signaling and control functions. A 23 B plus Back-up D PRI arrangement is required whenever more than 47 B Channels are controlled by a single D channel.
- (7) Each PRI is equipped with one telephone number. For Direct Inward Dial (DID) service, additional telephone numbers may be ordered in blocks of 20 pursuant to the rates set forth in section 3.1.3.3.4.2
- (8) Clear Channel is available when all Carrier Equipment and customer equipment signaling is set to B8ZS. (See Service Components for definition.)

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#### 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

3.2.5 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description - (This service has been grandfathered)

3.2.5.2 Service Components - The following Service Components are included in the MRC when ordering ISDN PRI:

- (1) Primary Rate Access Line: Provides a four-wire access loop from the customer premise to the serving CO. The transmission via this loop supports Clear Channel Capability.
- (2) Primary Rate Interface: Provides the multiplexing to support up to 23 B Channels at 64 Kbps and 1 D Channel for signaling at 64 Kbps. With Non-Facilities Associated Signaling, the primary rate interface can provide up to 24 B Channels at 64 Kbps.
- (3) Primary Rate Channels: Provides unlimited usage of the channel that will transport voice or data up to 64 Kbps over any B Channel.
  - (a) Voice Calls may be completed to both ISDN and non-ISDN lines.
  - (b) Data Transmission on the B Channels will be circuit-switched at 64 Kbps within the switch and between compatible CO's. ISDN interconnection to non-ISDN equipped CO's may be potentially subjected to analog transmission or sub-rated to 56Kbps.
  - (c) B Channels can be allocated for specific services, such as DID, Direct Outward Dialing (DOD), Two-Way Trunk, Dedicated Inbound and Outbound Long Distance, or customer can optionally configure channels to access multiple services on a per-call basis.

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### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

#### 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

3.2.5 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description - (This service has been grandfathered)

#### 3.2.5.3 Primary Rate Channel Configurations

- Customers may order any one of the following three service configurations when ordering ISDN. However, the first PRI Access Line purchased must be the Standard Channel Configuration. A customer requiring additional ISDN PRI Access Lines may choose the 24 B channels with Non Facilities Associated Signaling or 23B with a Backup D Channel configuration.
  - (A) Standard Channel Configuration Provides 23 B Channels at 64 Kbps and 1 primary D Channel at 64 Kbps. The B channels carry digitized customer traffic, voice and/or data. The primary D Channel is out of band signaling used to control and route all B Channel traffic on a single ISDN PRI service arrangement.
  - (B) Full Channel Configuration Provides additional 24 B Channels at 64 Kbps. Only available in conjunction with a Standard channel configuration.
  - (C) Backup Channel Configuration Provides additional 23 B Channels at 64 Kbps and 1 Backup D Channel at 64 Kbps. The Backup D Channel controls and routes all the B channel traffic of a single ISDN PRI service arrangement should the primary D Channel go out of service. This option is only available in conjunction with a Standard service configuration.

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# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

### 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

3.2.5 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description - (This service has been grandfathered)

### 3.2.5.4 Standard Service Features

The following Standard Service Features are included in the MRC when ordering any one of the Primary Rate Channel Configurations, unless otherwise stated. Additional features and services are available to customer at the applicable rates found in this tariff.

- (A) Call-by-Call Service Provides an option to the Dedicated B Channel Configuration allowing B channels to be configured to:
  - \* Access multiple services on a per-call basis. Separate facilities are not needed for individual services such as DID, DOD, dedicated inbound and outbound long distance, and dial tone lines.
  - \* Access the circuit-switched voice and data services to share B channels and arrange them as a single trunk group. Allows incoming and outgoing circuit-switched voice and data calls to utilize B channels on a call by call basis.
  - \* Allow Customer to subscribe to more services than channels. The CPE signals the local CO to which type of service to access for each call; inbound/outbound trunk or dedicated long distance service.
- (B) Calling Line Identification Delivery (CLID) Customer receives the originating telephone number provided the information is forwarded by caller's Local Exchange and/or Long Distance Carrier. Incoming call identification is provided via the D channel associated with the incoming calls on a B channel to a PBX.

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# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

- 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)
  - 3.2.5 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description (This service has been grandfathered)
    - 3.2.5.4 Standard Service Features, (cont'd.)
      - (C) Calling Line Identification Delivery Blocking Customer's telephone number(s) will not be forwarded to the called party.
      - (D) Clear Channel Capability Clear Channel is only available where technically feasible. The B Channels on ISDN PRI are clear. All signaling and control functions are handled by the D Channel allowing 64Kbps on each channel to be used for customer information.
      - (E) Non-Facility Control Signaling (NFAS) Provides capability for a single D Channel to provide signaling and control for one or more ISDN PRI line, up to a maximum of five. Following the 23B+D Channel, the 24<sup>th</sup> Channel on the subsequent ISDN PRI line is made available for customer use. When purchasing more than three ISDN PRI lines; a backup D Channel is recommended.
      - (F) D Channel Backup Provides backup for the primary D channel for a customer with multiple PRI lines by automatically switching signaling capability over to another D channel if service to the primary D channel is interrupted.

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#### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

- 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)
  - 3.2.5 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description (This service has been grandfathered)

#### 3.2.5.4 Standard Service Features, (cont'd.)

- (G) Digital Voice Transmission All voice calls are transmitted using digital signaling.
- (H) **Direct Inward Dial (DID) Signaling -** Permits incoming dialed calls from the exchange network to reach a specific number served by the CPE without the assistance of an attendant. Provides call identification based on digits sent to the CPE by the CO.
- (I) **PBX Station ID Capability -** Permits the station users number (calling party) to be transmitted over the ISDN PRI D channel from DID equipped CPE PBX's that use ISDN PRI. Number is provided by the originating station and must have an associated DID telephone number working in the CO.
- (J) Network Ring Again: Permits a calling station encountering a busy to notify the CO switch to signal the calling station when the called station becomes idle. The calling station then notifies the switch to complete the call. Enables the customer to complete calls to a busy station without continuous redialing. Certain equipment restrictions may apply.
- (K) Message Waiting Indication Allows Utility network to pass Message Waiting Indication information between multiple entities within a PRI network serving arrangement. Requires suitably equipped ISDN switching and terminal equipment.

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- 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)
  - 3.2.5 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description (This service has been grandfathered)

#### 3.2.5.5 Optional Service Features

- (A) **2B Channel Transfer** 2B Channel Transfer allows for the transfer of calls, the B channels are released immediately after a call is transferred, freeing up the B channels for additional call traffic. In a traditional PBX trunk environment, the two channels would be tied up for the duration of the call.
- (B) **Calling Name Delivery** Delivers the name along with the number from the TCAP network database of the calling party. A private or unavailable indication will appear when the name is not available to the called customer.

### Rates

Non-Recurring 2B Channel Transfer, per PRI Span Calling Name Delivery, per PRI Span	\$100.00 \$100.00
Monthly Recurring	<b>A Z C O</b>

2B Channel Transfer, per PRI span	\$ 75.00
Calling Name Delivery, per PRI Span	\$ 75.00

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### LOCAL EXCHANGE SERVICES TARIFF

# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

#### 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

3.2.5 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description - (This service has been grandfathered)

### 3.2.5.6 Application of Rates

Customers will be charged for each ISDN PRI configuration ordered at the rates set forth below. ISDN PRI service is available in a 1, 2, or 3 Year Term Plan. Rates vary depending on Term Plan. The Service Components and Standard Service Features listed above are included in the MRC. Local and Long Distance usage is not included in the MRC and billed at the applicable tariffed rates.

	Recurring	Non-Recurring
1 Year Term	\$769.40	\$1,500
2 Year Term	\$729.40	\$1,500
3 Year Term	\$689.40	\$1,500
ISDN PRI Change Charge	\$50.00	

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#### LOCAL EXCHANGE SERVICES TARIFF

### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

#### 3.2.6 Basic Business Line

Basic Business Lines provide basic access service and supply a single, voice-grade communications channel for single line telephones, key telephone systems, modems and other devices needing access to the public switched telephone network (PSTN). Basic Business Line Customers will be charged a Non- Recurring Charge (NRC), a Monthly Recurring Charge (MRC) and usage charges as specified in Section 3.2.6.3.A of this Tariff as well as all applicable Federal, State and Local Taxes and Surcharges.

3.2.6.1 Basic Business Lines include the following standard attributes at no cost

Touchtone One White Pages Directory Listing One Yellow Pages Directory Listing 911 Access Caller ID Blocking- Per Call

**Blocking Restrictions** - Basic Business Lines come standard with all Caller Paid Service, 500 and 900 area codes blocked. The additional blocking options listed below are available upon request for no additional charge. Option group B constitutes the default Blocking Option.

Option A	No Blocking
Option B	Block 976-like, 500, 976, 900 area codes
Option C	Block 976-like, 500, 976, 900, 01, 011 codes
Option D	Block 976-like, 500, 976, 900, 01, 011, DA
Option E	Block 976-like, 500, 976, 900, 01, 011, DA, InterLATA,
	International
Option F	Block 976-like, 500, 976, 900, 01, 011, DA, InterLATA,
	International, IntraLATA
Option G	Block 976-like, 500, 976, 900, 0+
Option H	Block 976-like, 500, 976, 900, 0
Option J	Block all

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#### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

#### 3.2.6 Basic Business Line, (cont'd.)

#### 3.2.6.2 Basic Business Line Optional Features

Basic Business Line Customers may order the following Optional Features listed below at the Rates specified in Section 4.1.6.3 of this Tariff.

Call Forward Busy Call Forward Don't Answer Call Forward Doesn't Answer Ring Select Call Forward Variable Call Waiting with Cancel Call Waiting Call Forwarding of Call Waiting Calls Call Transfer Speed Calling 8 Speed Calling 30 Three Way Calling Caller ID Number Only Caller ID Name & Number Caller ID Per Line Blocking Distinctive Ringing/ Call Waiting Automatic Line (Hotline) Hunting Remote Access to Call Forwarding Simultaneous Ring Anonymous Call Rejection Automatic Call Back Selective Call Forwarding Selective Call Acceptance Selective Call Rejection Automatic Recall Message Waiting Indication- Audible Message Waiting Indication-Visual

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# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

# 3.2.6 Basic Business Line, (cont'd.)

### 3.2.6.2 Basic Business Line Optional Features, (continued)

# (A) Optional Feature Packages

Optional Features that are combined into the following Feature Packages will have discounted pricing based on the number of features in each package. Pricing is listed in Section 3.2.6.3 of this Tariff.

Packages 1 Feature Package	Features Included Three Way Calling and Call Forward Variable
2 Feature Package	Three Way Calling, Call Forward Variable, and Call Transfer
3 Feature Package	Call Forward Busy, Call Forward Don't Answer, Three Way Calling and Call Transfer
4 Feature Package	Call Forward Busy, Call Forward Don't Answer, Three Way Calling, Call Transfer and Caller ID Name and Number
5 Feature Package	Call Forward Busy, Call Forward Don't Answer, Three Way Calling, Call Transfer, Caller ID Name and Number and Remote Access to Call Forwarding

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### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

3.2.6 Basic Business Line, (cont'd.)

# 3.2.6.2 Basic Business Line Optional Features, (continued)

(A) Optional Feature Packages, (continued)

Due to Network Turn Up and testing requirements in all Company Switches, features listed below may not be available at time of Service Activation.

Anonymous Call Rejection Automatic Call Back Distinctive Ringing/Call Waiting Selective Call Forwarding Selective Call Acceptance Selective Call Rejection Automatic Recall MWI- Visual

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### LOCAL EXCHANGE SERVICES TARIFF

### **SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

# 3.2.6 Basic Business Line, (cont'd.)

# 3.2.6.3 Basic Business Line Rates and Charges

Basic Business Line Customers will be charged applicable Non-Recurring, Monthly Recurring and Usage Charges as specified below.

	Non-	Monthly
<b>Basic Business Line</b>	Recurring	Recurring
1 Year Rate	\$44.00	\$30.41
2 Year Rate	\$44.00	\$29.76
3 Year Rate	\$44.00	\$29.10
Features		
Anonymous Call Rejection	\$13.00	\$ 2.00
Call Forward Busy	\$13.00	\$ 3.00
Call Forward No Answer	\$13.00	\$ 3.00
Call Forward No Answer Ring Select	\$13.00	\$ 3.00
Call Forward Variable	\$13.00	\$ 5.00
Call Forwarding of Call Waiting Calls	\$13.00	\$ 3.00
Call Transfer w/ Consultation Hold	\$13.00	\$ 5.00
Call Waiting w/ Cancel Call Waiting	\$13.00	\$ 7.00
Caller ID	\$13.00	\$ 7.00
Caller ID w/ Name	\$13.00	\$ 7.00
Consultation Hold	\$ 0.00	\$ 0.00
Distinctive Ringing w/ Call Waiting Tone	\$13.00	\$ 1.00
Hot Line	\$13.00	\$ 3.00
Hunting	\$ 0.00	\$ 0.00
Last Call Return	\$13.00	\$ 2.00
SimRing	\$ 5.00	\$ 5.00
Primary Listing	\$ 0.00	\$ 0.00
Additional Listing	\$ 8.00	\$ 2.00
Remote Access to Call Forwarding	\$13.00	\$ 2.00
Repeat Dialing	\$13.00	\$ 2.00
Selective Call Acceptance	\$13.00	\$ 2.00

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# LOCAL EXCHANGE SERVICES TARIFF

# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

### 3.2.6 Basic Business Line, (cont'd.)

# 3.2.6.3 Basic Business Line Rates and Charges, (continued)

Features	Non- Recurring	Monthły Recurring
Selective Call Forwarding	\$13.00	\$ 2.00
Selective Call Rejection	\$13.00	\$ 2.00
Speed Calling – 30 Numbers	\$13.00	\$ 2.00
Speed Calling - 8 Numbers	\$13.00	\$ 2.00
Three Way Calling w/ Consultation Hold	\$13.00	\$ 2.00
Touchtone	\$ 0.00	\$ 0.00
Proposed Feature Packages		
Feature Package 1	\$26.00	\$ 6.65
Feature Package 2	\$39.00	\$10.80
Feature Package 3	\$52.00	\$11.05
Feature Package 4	\$65.00	\$16.00
Feature Package 5	\$78.00	\$16.50
Service Order Charges	\$50.00	
Subsequent Account Changes	\$50.00	
Line Restoral Charge	\$15.75 *	

- \* (Applies for line restoral after temporary interruption of service initiated by XO. If service is temporarily interrupted and payment is not received within 10 days following the interruption, XO reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)
- (A) Usage (applies to Measured Business Line only)

\$ 0.015 per MOU

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### LOCAL EXCHANGE SERVICES TARIFF

#### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

### 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

#### 3.2.7 Centrex Service

Centrex is a business telephone system that is offered from the local Company central office. Centrex is a service that delivers a set of PBX-like features to individual desks with all lines linked in the Central Office to provide internal communications as well as access to the Public Switched Telephone Network (PSTN). Centrex Customers will be charged a Non-Recurring Charge, a Monthly Recurring Charge and Usage charges as specified in Section 3.2.7.2 of this Tariff, as well as all applicable Federal, State and Local Taxes and Surcharges.

Centrex includes the following standard attributes at no cost:

Touchtone One White Pages Directory Listing One Yellow Pages Directory Listing 911 Access Caller ID Blocking- Per Call

Blocking Restrictions - Centrex service comes standard with all Caller Paid Service, 500 and 900 area codes blocked. The additional blocking options listed below are available upon request for no additional charge. Option group B constitutes the default Blocking Option.

Option A	No blocking
Option B	Block 976-like, 500, 976, 900 area codes
Option C	Block 976-like, 500, 976, 900, 01, 011 codes
Option D	Block 976-like, 500, 976, 900, 01, 011, DA
	Block 976-like, 500, 976, 900, 01, 011, DA, InterLATA,
Option E	International
	Block 976-like, 500, 976, 900, 01, 011, DA, InterLATA,
Option F	International, IntraLATA
Option G	Block 976-like, 500, 976, 900, 0+
Option H	Block 976-like, 500, 976, 900, 0
Option J	Block all

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### LOCAL EXCHANGE SERVICES TARIFF

#### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

#### 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

#### 3.2.7 Centrex Service, (cont'd.)

### **3.2.7.1 Centrex Product Features**

The list below indicates which features will be included in the Centrex offering and whether they will be Standard or Optional features. Customer can select Standard Features at no additional cost over and above the Centrex line Monthly Recurring Charge and Non-Recurring Charges. Additional Monthly Recurring Charges and Non-Recurring Charges incurred for all Optional features are listed in Section 3.2.7.2 of this Tariff.

### Standard Centrex Features

Touchtone Blocking Restrictions- Centrex comes standard with all 976/976-like, 500 and 900 area codes blocked. Additional Blocking options are available upon request. White Pages and Yellow Pages Directory Listing 911 Access Caller ID Blocking - Per Call Itemized Usage Billing by Extension Station to Station Dialing Multiple Appearance of Directory Number- (MADN) Executive Busy Override Executive Busy Override Exempt Call Forward Busy Call Forward Don't Answer Call Forward- Variable Call Forwarding of Call Waiting Calls Call Hold Call Waiting Display of Caller ID Call Pickup Call Transfer Call Waiting with Cancel Call Waiting Caller ID- Number Only Caller ID per Line Blocking

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# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

#### 3.2.7 Centrex Service, (cont'd.)

#### 3.2.7.1 Centrex Product Features, (continued)

Conference Calling – Meet Me Direct Inward/Direct Outward Dialing Directed Call Pickup Hunting Intercept Ring Again Speed Calling 8 Speed Calling 30 Three Way Calling Touch-Tone **Optional Analog Features** Assume Dial "9" Call Park Caller ID Name and Number Automatic Line Remote Access to Call Forwarding Simultaneous Ring (SimRing) Digital Facility Interface (IXC T-1 Access) Automatic Route Selection-Basic (ARS- Basic) **Electronic Business Set Standard Features** Auto Answer Back Automatic Line Fast Transfer Group Intercom Primary Directory Number **Privacy Release Electronic Business Set Optional Features** Electronic Set Interface per PDN

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### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

### 3.2 Local Exchange Service/Metropolitan Calling (MCA) Service/Optional MCA Service, (Cont'd.)

### 3.2.7 Centrex Service, (cont'd.)

# 3.2.7.1 Centrex Product Features, (continued)

Due to the scheduling of Network Turn Up and testing of Electronic Business Set features in all Company Switches, features listed below may not be available at time of Service Activation.

Auto Answer Back Fast Transfer Group Intercom Privacy Release Electronic Set Interface per PDN

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