

ADOPTION NOTICE

MCImetro Access Transmission Services, LLC d/b/a Verizon Access Transmission Services, hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all tariffs, schedules, rules, notices, concurrences, schedule agreements, divisions, authorities, or other instruments whatsoever filed with the Public Service Commission, State of Missouri, by MCImetro Access Transmission Services, LLC prior to December 23, 2005. By this notice, MCImetro Access Transmission Services, LLC d/b/a Verizon Access Transmission Services, also adopts and ratifies all supplements or amendments to any of the above tariffs etc., which MCImetro Access Transmission Services, LLC has heretofore filed with said Commission.

Issued: December 23, 2005

Effective: January 23, 2006

Carmen L. Feliciano
205 N. Michigan Avenue, Suite 1100
Chicago, IL 60601

CANCELLED
March 1, 2008
JL-2008-0457
Missouri Public
Service Commission

FILED
Missouri Public
LN-2006-0276 Service Commission

This tariff, Missouri PSC Tariff No. 3, filed by
MCImetro Access Transmission Services, LLC,
d/b/a Verizon Access Transmission Services cancels and replaces, (N)
in its entirety, the current tariff on file with the Commission,
MCImetro Access Transmission Services, LLC PSC Tariff No. 3

INTRASTATE ACCESS TARIFF

NETWORK SERVICES

MCImetro ACCESS TRANSMISSION SERVICES, LLC

REGULATIONS, RULES AND SCHEDULE OF INTRASTATE CHARGES

FOR COMPETITIVE DIRECT NONSWITCHED PRIVATE

LINE SERVICES IN THE STATE OF MISSOURI

Services contained herein are grandfathered and are only available to existing customers.

Issued: December 23, 2005

Carmen L. Feliciano
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Effective: January 23, 2006

This tariff, Missouri PSC Tariff No. 3, filed by MCImetro ACCESS TRANSMISSION SERVICES, LLC, cancels and replaces, in its entirety, the current tariff on file with the Commission, Missouri PSC Tariff No.1, issued by BROOKS FIBER COMMUNICATIONS OF MISSOURI, INC.

INTRASTATE ACCESS TARIFF
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ISSUED : AUGUST 6, 2004

EFFECTIVE SEPTEMBER 6, 2004

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INTRASTATE ACCESS SERVICES

CHECK LIST

The title page and Pages 1 - 58 inclusive of this tariff are effective as the date originally shown. Original and revised pages as named below, comprise all changes from the original tariff in effect on the date indicated.

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ISSUED : AUGUST 6, 2004

EFFECTIVE SEPTEMBER 6, 2004

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CANCELLED
March 1, 2008
JL-2008-0457
Missouri Public
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INTRASTATE ACCESS SERVICES

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive intrastate access and point to point services within the State of Missouri Market service area by MCImetro ACCESS TRANSMISSION SERVICES, LLC (hereinafter "The Company"), which is a competitive telecommunications company as determined by the Missouri Public Service Commission through its decision in Case No. TA-96-438.

RESIDENTIAL SERVICES

The Company will not offer services to residential customers pursuant to this tariff.

OPERATOR SERVICES

The Company is not offering any form of operator services PURSUANT TO THIS TARIFF. The Company does offer operator services pursuant to its PSC TARIFF NO 8.

WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-96-438 the following Rules and Regulations have been waived for purposes of offering local services as set forth herein.

<u>Statutory Provisions</u>	<u>Commission Rules</u>
Section 392.240. 1	4 CSR 240-10-020
Section 392.270	4 CSR 240-30.010.2.C
Section 392.280	4 CSR 240-30.040
Section 392.290	4 CSR 240-32.030.1.B
Section 392.310	4 CSR 240-32.030.1.C
Section 392.320	4 CSR 240-32.030.2
Section 392.330	4 CSR 240-32.050.3
Section 392.340	4 CSR 240-32.050.4
	4 CSR 240-32.050.5
	4 CSR 240-32.050.6
	4 CSR 240-32.070.4
	4 CSR 240-33.030
	4 CSR 240-33.040.5

ISSUED : AUGUST 6, 2004

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

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

AT	means addition to text.
C	means a correction.
CP	means change in practice.
CR	means change in rate.
CT	means change in text.
DR	means discontinued rate.
FC	means a change in format lettering or numbering.
MT	means moved text.
NR	means new rate.
RT	means removal of text.

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INTRASTATE ACCESS SERVICES

1. DEFINITIONS

Certain terms used generally throughout this tariff for the Network Services of this Company are defined below.

Access: A connection between a Customer Premises and a Point of Presence of an Interexchange Carrier for the transmission of voice data or video/image information.

Alternate Access: The connection between a Customer premises and a Company Point of Presence whereas; the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service.

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

Bit: The smallest unit of information in the binary system of notation.

Company: MCImetro ACCESS TRANSMISSION SERVICES, LLC, the issuer of this tariff, which is a Delaware corporation.

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

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Duplex Service: Service which provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Individual Case Basis: A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

Mbps: Megabits, denotes millions of bits per second.

Network: The Company's digital fiber optics-based network located in the State of Missouri.

Network Services: The Company's telecommunications access services offered on the Company's Network.

Node: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Non-Recurring Charges: The one-time initial charges for the services for 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.

ISSUED : AUGUST 6, 2004

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Point to Point Service: Point to Point Service is an unswitched full time transmission service utilizing the company's facilities to connect two or more Customer designated locations.

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

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

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

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

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

ISSUED : AUGUST 6, 2004

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INTRASTATE ACCESS SERVICES

2. REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

Network Services consist of furnishing dedicated communications service in connection with one-way and/or two-way information transmission between points within the State of Missouri.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or to associate 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 to furnish service from time to time.

2.1.3 Terms and Conditions

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered-, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

ISSUED : AUGUST 6, 2004**EFFECTIVE SEPTEMBER 6, 2004**

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INTRASTATE ACCESS SERVICES

2. REGULATIONS (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non prevailing party in addition to other relief a court may award.

2.1.3.5 This tariff shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to acts of God, fire, flood, explosion 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 governments, or of any one or military authority-, national emergencies~ insurrections', riots-, wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties,

2.1.4.3 The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for interconnection with Network Services-, or (b) for the acts or omissions of common carriers or warehouse persons.

2.1.4.4 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.

ISSUED : AUGUST 6, 2004

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2. REGULATIONS (Cont'd)2.1.4 Liability of the Company (Cont'd)

- 2.1.4.5 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. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.
- 2.1.4.6 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.1.4.7 The Company shall be indemnified, defended and held harmless by Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customers own communications.
- 2.1.4.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim, and no such action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.1.4.9 THE COMPANY MAKES NO WARRANTIES OR EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2. REGULATIONS (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, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

2.1.6 Provision of Equipment and Facilities

2.1.6.1 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 and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

 ISSUED : AUGUST 6, 2004

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2. REGULATIONS (Cont'd)2.1.6 Provision of Equipment and Facilities

2.1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

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

Special construction charges will be determined as described in 4.1 following.

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2. REGULATIONS (Cont'd)2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and FCC regulations, policies, orders, and decisions.

2.2.3 The Company may require a Customer to immediately shut down its transmissions of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (c) 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;
- (d) 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 Network Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1 (c). Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;

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INTRASTATE ACCESS SERVICES

2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1 (d); and granting or obtaining 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 or service as stated herein, removing the facilities or equipment of the Company; and
- (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

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 and against all claims, actions, damages, liabilities costs, and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including , but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of Customer, its employees, agents, representatives or invitees; or
- (b) 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 manner not contemplated by the agreement between Customer and Company.

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2. REGULATIONS (Cont'd)2.4. Customer Equipment and Channels2.4.1 In 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 Customer provided terminal equipment on the Customer Premises, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.

The Customer is responsible for ensuring that Customer-provided 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 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.

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 Network Services and the channels, facilities, or equipment of others shall be provided at the Customers expense.

2.4.3.2 Network Services 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.

2.4.4 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, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

ISSUED : AUGUST 6, 2004

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2. REGULATIONS (Cont'd)2.4.4 Inspections (Cont'd)

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.

2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its joint or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service, or customer-provided systems, equipment, facilities, or services interconnected to the customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the customer's employees or other members of the public.

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 or surcharges (however designated) excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of Network Services.

2.5.1.2 Other Charges

If an entity other than the Company (e.g. another carrier or supplier) imposes charges on the Company, in addition to its own internal costs, in connection with the installation of service for which the Company's non recurring charge is specified, those charges will be passed on to the Customer.

2.5.2 Billing and Collection of Charges

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

INTRASTATE ACCESS SERVICES

2. REGULATIONS (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- 2.5.2.1 Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- 2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date.
- 2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose every month is considered to have 30 days.
- 2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties or if the service or facility does not conform to the standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 2.5.2.5 Amounts not paid within 30 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that Customer pay its bills within a specified number of days and to make such payments in Cash or the equivalent of cash.
- 2.5.2.6 If any portion of the payment is received by the Company more than 30 days after the date of the invoice, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment Penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
- (a) six (6) percent, or
 - (b) the highest interest rate which may be applied under state law for commercial transactions.

ISSUED : AUGUST 6, 2004

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2. REGULATIONS (Cont'd)2.5.3 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 one month's 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 (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. An advance payment may be required in addition to a deposit.

2.5.4 Deposits

2.5.4.1 Applicants for service or existing Customer whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, up to any amount equal to the applicable installation charges, if any, and/or up to three month's actual or estimated usage charges for service to be provided. Any applicant or customer may also be required, at any time, whether before or after the commencement of service, to provide such other assurances of, or security for, the payment of the Company's charges for its services as the Company may deem necessary, including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in the customers assets, and similar arrangements. The required depositor other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. 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. In case of a cash deposit, simple interest at a rate of six percent (6%) annually will be paid for the period during which the deposit is held by the Company unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the Company service in question is provided. 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.

2.5.4.2 A deposit may be required in addition to an advance payment.

INTRASTATE ACCESS SERVICES

2. REGULATIONS (Cont'd)2.5.4 Deposits (Cont'd)

2.5.4.3 If a Customer does not give the Company written notice of a dispute with respect to the Company's charges within two years from the date the invoice was rendered, such invoice shall be deemed to be correct and binding on the customer.

2.5.4.4 The charges set forth in this tariff for channel terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.

2.5.5 Discontinuance of Service

2.5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2.5.5.2 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.

2.5.5.3 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.

2.5.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability,

2.5.5.5 Upon any governmental prohibition or required, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

ISSUED : AUGUST 6, 2004

EFFECTIVE SEPTEMBER 6, 2004

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2. REGULATIONS (Cont'd)2.5.5 Discontinuance of Service (Cont'd)

2.5.5.6 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular states receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of and measured by the gross receipts or revenues in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

2.5.5.7 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company, in its sole discretion, will either reduce service rates for a fixed period of time in the future in order to flow - through to Customer an amount equivalent to the funds collected or it will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

2.5.5.8 If a customer whose account has been closed has a credit balance showing, the Company will transfer the credit to another account of the Customer, if there is one, or will mail a check for the balance to the customer if it believes it has a valid address. If the Company is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the Customer's last known address, asking the customer to verify the address so that it can make a refund, or it will write to the customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no reason is received within thirty days of mailing, the Company will begin applying a closed account maintenance charge of \$2.50 per month in the second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the Customer requests a refund or the balance is exhausted.

ISSUED : AUGUST 6, 2004

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2. REGULATIONS (Cont'd)2.5.5 Discontinuance of Service (Cont'd)

2.5.5.9 Upon the Company's discontinuance of service to the Customer under section 2.5.5.1 or 2.5.5.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.5.6 Cancellation of Application for Service

2.5.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits 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.

2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

2.5.6.3 Where the Company incurs an expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.5.6.4 The special charges described in 2.5.6.1 through 2.5.6.3 will be calculated and applied on a case-by-case basis.

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EFFECTIVE SEPTEMBER 6, 2004

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2. REGULATIONS (Cont'd)

2.5.7 Changes in Service Requested

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

2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit, to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. 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.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on pro-rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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2. REGULATIONS (Cont'd)

2.6.1.3 Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 day
3 hours up to but not including 6 hours	1/5 day
6 hours up to but not including 9 hours	2/5 day
9 hours up to but not including 12 hours	3/5 day
12 hours up to but not including 15 hours	4/5 day
15 hours up to but not including 24 hours	One day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruptions Over 24 Hours and Less Than 72 Hours

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

Interruptions over 72 hours

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

INTRASTATE ACCESS SERVICES

2. REGULATIONS (Cont'd)2.6.2 Limitations on Allowances

No credit allowances will be made for:

- (a) 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;
- (b) 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;
- (c) interruptions due to the failure or malfunction of non-Company equipment.
- (d) 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;
- (e) 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; and
- (f) 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 change in service arrangements:

and
- (g) interruption of service due to circumstances or causes beyond the control of Company.

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12 month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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2. REGULATIONS (Cont'd)2.7 Cancellation of Service

2.7.1 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 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 1) all Non-Recurring charges reasonable expended by Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

2.7.2 The Company may discontinue the furnishings of any and/or all service(s) to a customer, without incurring any liability:

2.7.2.1 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 subsection 2.7.2.1. (a-h)

- (a) The customer refuses to furnish information to the Company regarding the Customers credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customers identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.4.1; or
- (d) The Customer has been given 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
- (e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

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- (f) The Customer uses, or attempts to use, with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (f. 1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (f.2) Using tricks, schemes, false or invalid numbers, false credit, devices, electronic devices; or
 - (f.3) Any other fraudulent means or devices; or

2.7.2.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due;

2.7.2.3 Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Customer for security for the payment of service in accordance with Section 2.5.4. 1; or

2.7.2.4 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period.

The 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 up to the time of discontinuance.

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (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-, (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.

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INTRASTATE ACCESS SERVICES

2. REGULATIONS (Cont'd)

2.9 Notices and Communications (Cont'd)

- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. mail or 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,

ISSUED : AUGUST 6, 2004

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INTRASTATE ACCESS SERVICES

3. SERVICES

3.1 General

Network Services consist of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

3.2 Transmission Service

3.2.1 Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications.

3.2.2 Digital channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

Voice Grade	
56 Kbps (DDS)	
1.544 Mbps	(DS-1)
44.736 Mbps	(DS-3)

The rates for the operating speeds outlined above are described in Section 4.2. Digital Data Service is provided at transmission rates of 56 Kbps only.

3.2.3 Digital channels furnished by the Company at 1.544 Mbps, interconnections to such channels and equipment's interfacing to such channels shall meet the following characteristics:

Line Rate:	1.544 Mbps + 130 ppm
Line Code 1	Bipolar (Alternate mark) Inversion
Line Code 2	Bipolar 8 zero substitution (B8ZS)
Line Impedance:	100 ohms = 5% balanced

Jitter: The multiplexed will add not more than 0.3 time slot of rms jitter to a DS-1 signal when looped at the DS-3 point.

3.2.4 Digital Channels furnished by the Company at 44.736 Mbps, interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics

Line Rate:	44.736 Mbps = 20 ppm
Line Code:	Bipolar with three-zero substitution (B3ZS)
Line Impedance:	75 ohms (+-) 5 percent unbalanced.

INTRASTATE ACCESS SERVICES

4. RATES

4.1 Special Construction4.1.1 Basis for Rates and Charges

Rates and charges for special construction will be determined by the Company on an individual basis and based, in part, on the costs incurred by the Company and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

4.1.2 Basis for Cost Computation

The costs referred to in 4.1.1 may include one or more of the following items to the extent that they are applicable:

- (a) cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - (1) equipment and materials provided or used;
 - (2) engineering, labor and supervision;
 - (3) transportation, and
 - (4) rights -of - way;
- (b) cost of maintenance;
- (c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (d) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (e) license preparation, processing and related fees;
- (f) tariff preparation, processing and related fees;
- (g) any other identifiable costs related to the facilities provided; or
- (h) an amount for return and contingencies.

ISSUED : AUGUST 6, 2004

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4. RATES (Cont'd)4.1 Special Construction (Cont'd)4.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially construction at the request of the Customer.

4.1.3.1 The termination liability period is the initial service term with respect to said specially constructed facilities.

4.1.3.2 The amount of the maximum termination liability is equal to the rates ad charges established pursuant to 4.1.1 and 4.1.2 above:

4.1.3.3 The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation.

The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in section 4.1.3.1 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. This product is adjusted to reflect applicable taxes.

4.2 Transmission Service4.2.1 General

Rates are composed of three elements which may apply to a Customer's service, depending upon the specific service requested and its location.

4.2.1.1 The channel termination rate element provides for the termination of the communications path at the Customer designated location- One channel termination charge applies for each Customer designated location at which a channel is terminated.

4.2.1.2 The channel mileage rate element is determined by the Vertical, and Horizontal Coordinates ("V&H") method, as set for on the National Exchange Carrier Association Tariff, F.C.C. No. 4. When the calculation results in a fraction of a mile, the total is rounded up to the next whole mile before applying the rate.

4.2.1.3 Optional Features for which charges are applied only include multiplexing.

 ISSUED : AUGUST 6, 2004

EFFECTIVE SEPTEMBER 6, 2004

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4. RATES (Cont'd)

4.2.2 Voice Grade Service

4.2.2.1 Voice Grade Rates

Non Recurring

Channel Termination
per point of termination \$84.15

Monthly Recurring

<u>Rate Elements</u>	<u>Per Month</u>	<u>Discount Factor for Contracts with Terms of</u>			
		<u>3 Yr.</u>	<u>5 Yr.</u>	<u>7 Yr.</u>	<u>10 Yr.</u>
Channel Termination per point of termination					
2-wire	\$14.00	0%	5%	5%	5%
4-wire	\$19.00	0%	5%	5%	5%
Channel Mileage					
Fixed	\$25.12	0%	5%	5%	5%
Per Mile	\$.14	0%	5%	5%	5%

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INTRASTATE ACCESS SERVICES

4. RATES (Cont'd)

4.2.3 Digital Data Service (56Kbps)

4.2.3.1 Digital Data Service Rates

Non Recurring

Channel Termination
per point of termination \$191.25

Monthly Recurring

<u>Rate Elements</u>	<u>Per Month</u>	Discount Factor for Contracts with Terms of			
		<u>3 Yr.</u>	<u>5 Yr.</u>	<u>7 Yr.</u>	<u>10 Yr.</u>
Channel Termination per point of termination	\$60.00	0%	0%	0%	0%
Channel Mileage					
Fixed	\$19.55	0%	0%	0%	0%
Per Mile	\$.13	0%	0%	0%	0%

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4. RATES (Cont'd)

4.2.4 DS-1 Service

DS-1 Service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data, and video.

This service consists of making DS-1 capacity available 24-hours per day, 7 days per week.

4.2.4.1 DS-1 Rates

Non Recurring

Channel Termination
per point of termination \$265.00

Monthly Recurring

<u>Rate Elements</u>	<u>Per Month</u>	Discount Factor for Contracts with Terms of			
		<u>3 Yr.</u>	<u>5 Yr.</u>	<u>7 Yr.</u>	<u>10 Yr.</u>
Channel Termination per point of termination	\$105.00	10%	15%	15%	15%
Channel Mileage					
Fixed	\$ 74.89	10%	15%	15%	15%
Per Mile	\$ 11.65	10%	15%	15%	15%
Multiplexing	\$140.00				

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4. RATES (Cont'd)

4.2.5 DS-3 Service

DS-3 Service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 channels or 672 Voice, Video, Analog Data or Digital Data Channels.

This service consists of making DS-3 capacity available 24-hours per day, 7 days per week.

4.2.5.1 DS-3 Rates

Non Recurring

Channel Termination
per point of termination \$265.00

Monthly Recurring

<u>Rate Elements</u>	<u>Per Month</u>	<u>3 Yr.</u>	<u>Discount Factor for Contracts with Terms of</u>			
			<u>5 Yr.</u>	<u>7 Yr.</u>	<u>10 Yr.</u>	
Channel Termination per point of termination	\$1145.00	10%	15%	15%	15%	
Channel Mileage Fixed	\$770.10	10%	15%	15%	15%	
Per Mile	\$ 36.55	10%	15%	15%	15%	
Multiplexing	\$250.00					

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4. RATES (Cont'd)

4.2.6 Nonrecurring Charge

4.2.6.1 Moves, Adds, Deletes

Per Change	\$50.00
------------	---------

4.2.6.2 Construction

Nonrecurring Charge	ICB
---------------------	-----

4.2.7 Service Calls

When a Customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer may be responsible for payment of a charge calculated from the time the Company's personnel are dispatched to the Customer Premise until the work is completed.

4.2.7.1 Service Call Charge Rates

Per hour rate per technician	\$75.00
------------------------------	---------

4.2.8 Individual Case Basis Arrangements

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be determined on an individual Case Basis. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

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INTRASTATE ACCESS SERVICES

5.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided. The application of rates for Switched Access Service is described in Section 5.8 following.

5.2 Rate Categories

There are three main rate categories which apply to Switched Access Service:

- End Office Local Switching
- Local Transport Common Line
- Common Line

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INTRASTATE ACCESS SERVICES

5.2 Rate Categories (Cont'd)

5.2.1 End Office Local Switching

End Office Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching which provides the local end office switching functions and optional features.

Transport Termination which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

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5.2 Rate Categories (Cont'd)

5.2.2 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

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INTRASTATE ACCESS SERVICES

5.2 Rate Categories (Cont'd)5.2.2 Local Transport (Cont'd)A. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

B. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

5.2.3 Data Base 800 Service

Rate elements applicable to Data Base 800 Service depend in the services provided in the translation and routing of End User dialed 800 numbers. Charges are applied on a per query basis and include Call Routing Query, Carrier ID charge, 800 Routing Options charge and POTS translation charge. In addition, standard Feature Group D charges apply.

5.2.4 900 Access Service

Rate elements applicable to 900 Access Service include a nonrecurring charge for assembly of rate and route patterns, activation or deactivation of initial NXX and activation or deactivation of subsequent NXX. In addition, standard Feature Group D charges apply.

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5.2 Rate Categories (Cont'd)

5.2.5 Chargeable Optional Features

A. Operator Transfer Service

Rates applicable to Operator Transfer Service include standard Feature Group D charges and a charge per call transferred.

B. Signal Transfer Point Access

A monthly recurring rate element applies to each port utilized for Signal Transfer Point Access. In addition, nonrecurring charges apply for Originating Point Code Initialization and Global Title Address Translation.

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INTRASTATE ACCESS SERVICES

5.3 Obligations of the Company

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

5.3.1 Network Management

The Company will administer its network to ensure the provision of acceptable service levels, to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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53 Obligations of the Company (Cont'd)5.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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5.3 Obligations of the Company (Cont'd)**5.3.3 Provision of Service Performance Data**

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. These data provide information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. These data do not include service performance data which are provided under other tariff sections, e.g., testing service results. If data are to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

5.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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5.4 Obligations of the Customer

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

5.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.19.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 5.3.1 may be implemented at the Company's option to ensure acceptable service levels.

5.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

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5.4 Obligations of the Customer (Cont'd)

5.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. These data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

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5.5 Data Base 800 Service**5.5.1 General**

Data Base 800 Service, which is available to all Customers, is an originating offering which provides a carrier identification function for numbers using the 800 NPA (i.e., 800-NXX-XXXX). The carrier identification function is performed using queries which are routed using the Company's CCS/SS7 network to the Company's Service Control Point (SCP). Data Base 800 Service may be provided with Call-Routing Capability, Carrier-ID-Only and/or Number Administration Service options.

5.5.2 800 Call-Routing Capability

Call-Routing Capability is provided in conjunction with Originating Switched Access Services. When a 1-800-NXX-XXXX call is originated by an End User, the Company will perform the carrier identification function based on the dialed digits to determine the Customer location to which the call is to be routed. Once carrier identification has been established, the call will be routed to the Customer.

For the Call-Routing carrier identification function, all traffic must be routed via a Service Switching Point (SSP) at which that function is available. It is the Customer's responsibility to ensure that sufficient Switched Access facilities have been ordered to handle its 800 traffic.

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5.5 Data Base 800 Service (Cont'd)5.5.2 800 Call-Routing Capability (Cont'd)

The Call-Routing Capability allows for the following additional functions, at the Customer's option:

- POTS Translation: The Customer may choose to have either the dialed 800 number or the standard network routing (POTS) number forwarded to the IC premises.

- Routing Options: alternate carrier(s) and/or alternate destination(s) may be identified based on criteria such as time-of-day, day-of-week, specific dates, originating NPA-NXX-XXXX and/or percent allocation. Routing Options also include routing to a single carrier and destination from an area of service which is smaller than an area defined by an NPA-NXX.

In addition to Switched Access per minute of use rates, the Call-Routing Query Charge applies per 800 query. When the Call-Routing carrier identification function performed includes POTS Translation 5.8.4 and/or Routing Options, the charges in Section 5.8.4 will also apply, per query.

5.5.3 800 Carrier-ID-Only

Customers may choose to launch queries to the Company SCP using their own CCS/SS7 network to transport part of the signaling. When the carrier identification is provided, the Customer may use the information to route 800 traffic using their own network. In these cases the Company Switched Access services are not used to deliver a call to a carrier.

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5.5 Data Base 800 Service (Cont'd)

5.5.3 800 Carrier-ID-Only (Cont'd)

Customers must purchase Signal Transfer Point Access Service as described in Section 5.7.2. Customers with networks and/or SSPs located in LATAs not served by the Company, must order STP Access at the Regional STP for 800 Carrier-ID-Only service. The Company 800 Data Base will receive and respond to 800 carrier identification requests.

800 Carrier-ID-Only data is only for use in routing originating calls and may not be stored by the Customer for future use.

An Administrative charge applies for each 800 Carrier-ID-Only Access Order and an Originating Point Code (OPC) charge, as set for in Section 5.8.4, applies for each OPC established. An OPC charge also applies for each OPC added or changed subsequent to the establishment of STP Port Access. A recurring charge, as set forth in Section 5.8.4 will apply for each 800 Carrier-ID-Only query that returns a carrier identification code. When the carrier identification function performed includes POTS translation and/or Routing Options, the charges in Section 5.8.4 will also apply, per query.

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INTRASTATE ACCESS SERVICES

5.6 900 Access Service

900 Access Service is an originating offering utilizing trunk side Switched Access Service. The service provides a Customer identification function based on the dialed 900 number.

900 Access Service is provisioned with 1+900+NXX-XXXX. When a 1+900+NXX-XXXX or 0+900+NXX-XXXX call is originated by an End User, the Company will perform the Customer identification function based on the 900-NXX dialed digits to determine the Customer location to which the call is to be routed. If the call originates from an end office not equipped to provide the Customer identification function, the call will be routed to an office at which the function is available. Once Customer identification has been established, the call will be routed to the Customer. Calls originating in an end office switch but to which the Customer has not ordered 900 Access Service, will be routed to intercept. 1+900+NXX-XXXX calls from Company coin telephone, 0-,10XXX and Inmate service will be blocked. 1+900 and 0+900 will not be permitted from End User access lines that have specifically requested that 900 calls be blocked.

Rates applicable to 900 Access Service are found in Section 5.8.5 below.

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INTRASTATE ACCESS SERVICES

5.7 Chargeable Optional Features5.7.1 Operator Transfer Service

Operator Transfer Service is an arrangement in which Company operators transfer 0- and End User dialed calls, i.e., the End User dials 0 with no additional digits, to the Customer designated by the End User.

The operator answers the End User 0- dialed call and determines that the End User wants to place an inter-LATA call. Initially, the operator will direct the End User to dial the Customer on a 0+ or I+ basis. If the End User insists that the operator complete the call:

- If the End User identifies a Customer who subscribes to Operator Transfer Service, the operator will transfer the call to the identified Customer.
- If the End User has no preference or the identified Customer does not subscribe to Operator Transfer Service, the End User will be asked to select from a list of Customers who subscribe to Operator Transfer Service. The operator will transfer the call to the identified Customer.

The list of available Operator Transfer Service Customers will be updated monthly. The order in which Customers will be read to End Users will be initially determined by lottery. For each subsequent monthly update, following the initial order selection, the Customer in the first position on the list will be moved to the last position on the list. All other Customers on the list will be moved up one position, e.g., 3rd to 2nd, 2nd to 1st, etc. New Operator Transfer Service Customers will be placed at the bottom of the list of Customers pending the next monthly update.

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5.7 Chargeable Optional Features (Cont'd)5.7.1 Operator Transfer Service (Cont'd)

All rates and charges normally applicable to Feature Group D, i.e., nonrecurring, monthly recurring, and usage sensitive, apply to Operator Transfer Service. A charge as specified in Section 5.8.6.A is assessed the Customer per 0- call transferred.

5.7.2 Signal Transfer Point Access

Signal Transfer Point (STP) Access provides interconnection to the Company Common Channel Signaling (CCS) network using a Dedicated Network Access Link (DNAL) and a dedicated Signal Transfer Point (STP) port. The DNAL provides the connection from the Customer designated premises to the Company STP.

The STP provides screening and routing. It uses the American National Standards Institute (ANSI) Signaling System 7 (SS7) protocol as specified in AM-TR-OAT-000069 to interact with Signaling Points (SPs), Service Switching Points (SSPs) and other STPs.

The CCS network is a digital data network carrying signaling information which interfaces with the voice/data network in order to ensure network availability and reliability, STPs are deployed in geographically dispersed mated pairs. The STP Access requires interconnection to port(s) of both STPs of the mated pair.

The CCS network uses the SS7 protocol, a protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the ANSI for signaling functions such as routing, establishing connections, providing billing information, validating calling cards and other services. Agreements may be required for passing optional pieces of the SS7 protocol.

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5.7 Chargeable Optional Features (Cont'd)5.7.2 Signal Transfer Point Access (Cont'd)

STP Access can be used in conjunction with Feature Group D service, LIDB Access Service, 800 Carrier-ID-Only and/or for call set up between two Customer controlled intraSTP ports.

A Port Charge applies for each port established. An Originating Point Code (OPC) charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A Global Title Address (GTA) Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

Charges for Ports, Originating Point Codes and Global Title Address Translations are set forth in Section 5.8.6.B. below.

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INTRASTATE ACCESS SERVICES

5.8 Rates and Charges

5.8.1 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

5.8.2 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

5.8.3 Recurring Charges

A. End Office Local Switching

Local Switching	\$.007550
Information Surcharge	\$.000321
Residual Interconnect Charge	\$.004392

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5.8 Rates and Charges (Cont'd)

5.8.3 Recurring Charges (Cont'd)

B. Local Transport

Switched Transport Termination \$.000360

Switched Transport Facility \$.000040

C. Tandem Switching \$.000676

D. Carrier Common Line \$.010000

ISSUED : AUGUST 6, 2004

EFFECTIVE SEPTEMBER 6, 2004

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Service Commission

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INTRASTATE ACCESS SERVICES

5.8 Rates and Charges (Cont'd)

5.8.4	<u>800 Data Base Access Service</u>	<u>Rate Per Query</u>
	Call Routing Charge	N/A
	Carrier ID Charge	N/A
	800 Routing Options Charge	N/A
	POTS Translations Charge	N/A

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INTRASTATE ACCESS SERVICES

5,8 Rates and Charges (Cont'd)

5.8.5 900 Access Service

Assembly of Rate and Route Pattern	N/A
Activation/Deactivation of Initial NXX	N/A
Activation/Deactivation of Subsequent NXX	N/A*

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INTRASTATE ACCESS SERVICES

5.8 Rates and Charges (Cont'd)

5.8.6 <u>Chargeable Optional Features</u>	<u>Not Currently Offered</u>
A.. Operator Transfer Service	" " "
B. Signal Transfer Point Access	" " "
STP Access	" " "
Originating Point Code Initialization	" " "
Global Title Address Translation	" " "

*Not Applicable

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