

**ACCESS SERVICE TARIFF**

Missouri Public  
Service Commission

REC'D FEB 07 2001

Qwest Communications Corporation

Regulations, Terms, Conditions, Rates and Charges

applying to Communications Services

within the

State of Missouri

Issued: February 7, 2001

Effective: March 9, 2001

**Cancelled**

by PSC MO No. 5

Missouri Public  
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**WAIVER OF RULES AND REGULATIONS**

Pursuant to Case No. TA-2000-309, the following statutes and rules have been waived for purpose of offering telecommunications services as set forth herein.

**STATUTORY PROVISIONS**

Section 392.210.2  
Section 392.270  
Section 392.280  
Section 392.290.1  
Section 392.300.2  
Section 392.310  
Section 392.320  
Section 392.330  
Section 392.340

**COMMISSION RULES**

4 CSR 240-10.020  
4 CSR 240-30.040  
4 CSR 240-35

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**ACCESS SERVICE TARIFF**

**1. APPLICATION AND REFERENCE**

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**1. APPLICATION AND REFERENCE**

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**1.1 APPLICATION OF TARIFF**

This Tariff contains regulations, terms, conditions, rates and charges applicable to the provision of Metro Private Line Service provided by Qwest Communications Corporation, hereinafter referred to as the Company, to customers.

The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the customer for the furnishing of any service.

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

The Company operates as a competitive telecommunications company as defined by Case No. TA-2000-309 within the state of Missouri.

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**1. APPLICATION AND REFERENCE**

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**1. APPLICATION AND REFERENCE**

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**1.3 SUBJECT INDEX**

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**1. APPLICATION AND REFERENCE**

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**1.4 TARIFF FORMAT**

**1.4.1 LOCATION OF MATERIAL**

- A. Section 1 provides the following for all of the sections in this Tariff:
  - Subject Index - an alphabetical listing to find the desired section.
  - Table of Contents - A numerical listing to find the desired section and page.
- B. Each individual section in the Tariff provides a Subject Index for the material located within that section.
- C. Obsolete Service Offerings

Obsolete service offerings are identified in the Tariff by adding 100 to the current section number.

**1.4.2 OUTLINE STRUCTURE**

This document uses nine levels of indentations referred to as Tariff Information Management (TIM) Codes, as outlined below:

LEVEL	APPLICATION	EXAMPLE
1	Section Heading	<b>1. APPLICATION AND REFERENCE</b>
2	Sub Heading	<b>1.4 TARIFF FORMAT</b>
3	Sub Heading	<b>1.4.1 LOCATION OF MATERIAL</b>
4	Sub Heading/Text	A. Text
5	Sub Heading/Text	1. Text
6	Sub Heading/Text	a. Text
7	Sub Heading/Text	(1) Text
8	Sub Heading/Text	(a) Text
9	Footnotes	[1] Text

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**1.4 TARIFF FORMAT (Cont'd)**

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**1.4.3 RATE TABLES**

Within rate tables, four types of entries are allowed:

- Rate Amount

The rate amount indicates the dollar value associated with the service.

- A dash "-"

The dash indicates that there is no rate for the service or that a rate amount is not applicable under the specific column header.

- A footnote designator "[1]"

The footnote designator indicates that further information is contained in a footnote.

- ICB

The acronym "ICB" indicates that the product/service is rated on an individual case basis.

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**1.5 EXPLANATION OF CHANGE SYMBOLS**

SYMBOL	EXPLANATION
(C)	To signify changed regulation.
(D)	To signify discontinued rate or regulation.
(I)	To signify increased rate.
(M)	To signify a move in the location of text.
(N)	To signify new rate or regulation.
(R)	To signify reduced rate.
(T)	To signify a change in text but no change in rate or regulation.

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**1. APPLICATION AND REFERENCE**

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**1.6 EXPLANATION OF ABBREVIATIONS**

- ASR - Access Service Request
- DS1 - Digital Signal 1
- DS3 - Digital Signal 3
- F.C.C. - Federal Communications Commission
- Gbps - Gigabits per second
- IC - Interexchange Carrier
- ICB - Individual Case Basis
- Mbps - Megabits per second
- OC3 - Optical Carrier 3
- OC12 - Optical Carrier 12
- OC48 - Optical Carrier 48
- POP - Point of Presence
- POT - Point of Termination
- QMPL - Qwest Metro Private Line
- SONET - Synchronous Optical Network
- V & H - Vertical and Horizontal

**1.7 REFERENCE TO OTHER TARIFFS**

Whenever reference is made in this Tariff to other tariffs, the reference is to the tariffs in force as of the effective date of this Tariff, and to amendments thereto and successive issues thereof.

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**ACCESS SERVICE TARIFF**

**2. GENERAL REGULATIONS**

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**ACCESS SERVICE TARIFF**

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**2. GENERAL REGULATIONS**

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**2.1 UNDERTAKING OF THE COMPANY**

**2.1.1 SCOPE**

- A. The Company does not undertake to transmit messages under this Tariff.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services, which it provides.
- C. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Tariff.
- E. The Company does not warrant that its facilities and services meet standards other than those established for the service.

**2.1.2 LIMITATIONS**

- A. Services are offered subject to the availability of facilities and the provisions of this Tariff.
- B. The customer may not assign or transfer the use of services provided under this Tariff without the prior written consent of the Company.
- C. The customer may not, nor may the customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company.

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**ACCESS SERVICE TARIFF**

**2. GENERAL REGULATIONS**

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**2.1 UNDERTAKING OF THE COMPANY (Cont'd)**

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**2.1.3 LIABILITY**

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**A. General**

1. The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
2. The Company and its affiliates, and their respective officers, directors and employees, shall be indemnified, defended and held harmless by the end user or Interexchange Carrier (IC) against any claim, loss, liability, damage, cost or expense including reasonable attorney fees, arising from or related to the end user's or IC's use of services offered under this Tariff, involving:
  - a. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's or IC's own communications;
  - b. Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by anyone other than the Company or;
  - c. All other claims arising out of any act or omission of the end user or IC in the course of using services provided pursuant to this Tariff;
  - d. Any breach of this Tariff by the end user or IC; or
  - e. Entering any Company-owned facility housing (e.g., above ground cabinets, underground utility vaults, utility hole, hand hole, etc.) for any purpose. (T)
3. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this Tariff and will indemnify such customer for any damages awarded based solely on such claims, except to the extent such a claim arises out of or results from (a) modifications to the service by any person or entity other than the Company, or (b) use of the service in combination with facilities or equipment not furnished by the Company.

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**2. GENERAL REGULATIONS**

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**2.1 UNDERTAKING OF THE COMPANY (Cont'd)**

**2.1.3 LIABILITY**

**A. General**

1. The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
2. The Company and its affiliates, and their respective officers, directors and employees, shall be indemnified, defended and held harmless by the end user or Interexchange Carrier (IC) against any claim, loss, liability, damage, cost or expense including reasonable attorney fees, arising from or related to the end user's or IC's use of services offered under this Tariff, involving:
  - a. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's or IC's own communications;
  - b. Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by anyone other than the Company or;
  - c. All other claims arising out of any act or omission of the end user or IC in the course of using services provided pursuant to this Tariff;
  - d. Any breach of this Tariff by the end user or IC; or
  - g. Entering any Company-owned facility housing (e.g., above ground cabinets, underground utility vaults, utility hole, hand hole, etc.) for any purpose.
3. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this Tariff and will indemnify such customer for any damages awarded based solely on such claims, except to the extent such a claim arises out of or results from (a) modifications to the service by any person or entity other than the Company, or (b) use of the service in combination with facilities or equipment not furnished by the Company.

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2. GENERAL REGULATIONS

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2.1 UNDERTAKING OF THE COMPANY

2.1.3 LIABILITY

A. General (Cont'd)

Service Commission

- 4. The Company shall be indemnified, defended and held harmless by the customer for any loss or liability incurred as a result of ordering Off-Net facilities from a third-party provider, on behalf of the customer. (N)  
(N)
  - 5. The Company's failure to provide or maintain services under this Tariff or to otherwise fulfill its obligations under this Tariff shall be excused by labor difficulties, governmental acts or orders, civil commotions, criminal actions taken against the Company, fiber cuts, acts of God, casualties and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Outage as set forth in 2.4.2, following. (T)
  - 6. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided. (T)
  - 7. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, the Company's liability shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. (T)
- This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Tariff as a Credit Allowance for a Service Outage.
- 8. The Company is not liable for damages to the customer's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence. (T)
  - 9. In no event shall the Company be liable to any IC or end user for any indirect, punitive, incidental, special or consequential damages (including but not limited to lost data, anticipated savings, lost revenue or lost profits) arising out of or in connection with the services offered under this Tariff (including without limitation, breach of warranty), tort (including without limitation, negligence or misuse). (T)

(M)

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**2. GENERAL REGULATIONS**

Missouri Public  
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**2.1 UNDERTAKING OF THE COMPANY**

**2.1.3 LIABILITY**

**A. General (Cont'd)**

- 4. The Company's failure to provide or maintain services under this Tariff or to otherwise fulfill its obligations under this Tariff shall be excused by labor difficulties, governmental acts or orders, civil commotions, criminal actions taken against the Company, fiber cuts, acts of God, casualties and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Outage as set forth in 2.4.2, following.
- 5. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.
- 6. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, the Company's liability shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Tariff as a Credit Allowance for a Service Outage.

- 7. The Company is not liable for damages to the customer's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- 8. In no event shall the Company be liable to any IC or end user for any indirect, punitive, incidental, special or consequential damages (including but not limited to lost data, anticipated savings, lost revenue or lost profits) arising out of or in connection with the services offered under this Tariff (including without limitation, breach of warranty), tort (including without limitation, negligence or misuse).
- 9. The Company shall not be liable for any credit allowances with respect to temporary discontinuance of service as set forth in 2.2.1, following, or service outages caused by testing and adjustments of service as set forth in 2.3.4, following.

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**ACCESS SERVICE TARIFF**

**2. GENERAL REGULATIONS**

REC'D OCT 03 2001

**2.1 UNDERTAKING OF THE COMPANY**

**2.1.3 LIABILITY**

Service Commission

**A. General (Cont'd)**

- 10. The Company shall not be liable for any credit allowances with respect to temporary discontinuance of service as set forth in 2.2.1, following, or service outages caused by testing and adjustments of service as set forth in 2.3.4, following.

(T)(M)  
|  
(M)

**2.1.4 INSTALLATION AND TERMINATION OF SERVICES**

The services provided under this Tariff (a) will include any entrance cable or drop wiring to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location at a customer-designated premises and (b) will be installed by the Company to such Point of Termination (POT). Access Service has only one POT per customer premises. Any additional terminations beyond such POT are the sole responsibility of the customer.

**2.1.5 CHANGES AND SUBSTITUTIONS**

- A. Except as provided for equipment and systems subject to F.C.C.'s Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this Tariff, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Company.
- B. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as established for the service. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine the reasonable notification requirements.

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**2. GENERAL REGULATIONS**

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**2.1 UNDERTAKING OF THE COMPANY (Cont'd)**

**2.1.4 INSTALLATION AND TERMINATION OF SERVICES**

The services provided under this Tariff (a) will include any entrance cable or drop wiring to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location at a customer-designated premises and (b) will be installed by the Company to such Point of Termination (POT). Access Service has only one POT per customer premises. Any additional terminations beyond such POT are the sole responsibility of the customer.

**2.1.5 CHANGES AND SUBSTITUTIONS**

- A. Except as provided for equipment and systems subject to F.C.C.'s Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this Tariff, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Company.
- B. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as established for the service. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine the reasonable notification requirements.

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**ACCESS SERVICE TARIFF**Missouri Public  
Service Commission**2. GENERAL REGULATIONS**

REC'D FEB 07 2001

**2.1 UNDERTAKING OF THE COMPANY (Cont'd)****2.1.6 REFUSAL AND DISCONTINUANCE OF SERVICES**

- A. The Company may refuse to complete any pending orders for service and simultaneously refuse additional applications for service when the customer fails to comply with the regulations set forth in 2.2.1, 2.3 or 2.4, following. (2.4 specifies the dates and times that payments shall be made to the Company.) The Company will take this action upon at least 30 days written notice to the person designated by that customer to receive such notices of noncompliance. Prior to this action being taken, the Company will make final notification that such action will occur to the person designated by the customer to receive the notices of noncompliance. The Company will apply such actions to the customer uniformly across the Company's serving territory.

If the Company does not refuse additional applications for service on the date specified in the 30 days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service to the noncomplying customer after final notification to the person designated by the customer to receive the notices of noncompliance.

- B. The Company may discontinue the provision of services when the customer fails to comply with the regulations as set forth 2.2.1, 2.3 or 2.4, following. (2.4 specifies the dates and times that payments shall be made to the Company.) The Company may discontinue services upon 30 days written notice to the person designated by that customer to receive such notices of noncompliance. In the case of such discontinuance, all applicable undisputed charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the 30 days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the noncomplying customer without further notice.

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**Cancelled**

by PSC MO No. 5

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Service CommissionCarol Kuhnow, Director  
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FILED MAR 09 2001

**ACCESS SERVICE TARIFF**

**2. GENERAL REGULATIONS**

REC'D OCT 03 2001

**2.1 UNDERTAKING OF THE COMPANY**

**2.1.6 REFUSAL AND DISCONTINUANCE OF SERVICES (Cont'd)** Service Commission

C. When Access Service is provided by more than one company the companies involved in providing the joint service may individually or collectively deny service, if technically feasible and in compliance with B., preceding, to a customer for nonpayment. When the company affected by the nonpayment is incapable of instituting a service denial without cooperation from the other joint provider(s), such other company may request assistance in denying the jointly provided service. Service denial for such joint service will only include calls, which originate or terminate within, or transit, the operating territory of the company (companies) initiating the service denial for nonpayment. The company assisting in the service denial will notify the customer, with 30 days written notice after receiving a written request from the affected company. The Tariff regulations of the end office company shall apply for instituting service denial for a jointly provided service.

**2.1.7 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, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer 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. An outage shall not be deemed to have occurred during such service-affecting activities.

(C)  
(C)

**2.1.8 COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES**

The Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

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**Cancelled**

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Service Commission

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**ACCESS SERVICE TARIFF**

Missouri Public  
Service Commission

**2. GENERAL REGULATIONS**

REC'D FEB 07 2001

**2.1 UNDERTAKING OF THE COMPANY**

**2.1.6 REFUSAL AND DISCONTINUANCE OF SERVICES (Cont'd)**

C. When Access Service is provided by more than one company the companies involved in providing the joint service may individually or collectively deny service, if technically feasible and in compliance with B., preceding, to a customer for nonpayment. When the company affected by the nonpayment is incapable of instituting a service denial without cooperation from the other joint provider(s), such other company may request assistance in denying the jointly provided service. Service denial for such joint service will only include calls, which originate or terminate within, or transit, the operating territory of the company (companies) initiating the service denial for nonpayment. The company assisting in the service denial will notify the customer, with 30 days written notice after receiving a written request from the affected company. The Tariff regulations of the end office company shall apply for instituting service denial for a jointly provided service.

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The Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

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Missouri Public Service Commission  
MISSOURI

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**ACCESS SERVICE TARIFF**

Missouri Public  
Service Commission

**2. GENERAL REGULATIONS**

REG'D FEB 07 2001

**2.1 UNDERTAKING OF THE COMPANY (Cont'd)**

**2.1.9 SPECIAL TAXES, FEES AND CHARGES**

Insofar as practicable, any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State, or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company.

All charges and fees subject to Missouri PSC jurisdiction, except taxes and franchise fees, will be submitted to the Missouri PSC for prior approval.

**2.2 USE**

**2.2.1 INTERFERENCE OR IMPAIRMENT AND UNLAWFUL USE**

- A. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this Tariff shall not interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- B. Except as provided for equipment or systems subject to the F.C.C.'s Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with A., preceding, 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 preclude the Company's right to temporarily discontinue forthwith the use of a service if injury or damage to Company personnel, plant, property or service is occurring, or is likely to occur or 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 Outages as set forth in 2.4.2, following, is not applicable.
- C. The services provided under this Tariff shall not be used for any purpose determined by the Company to be unlawful.

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Service Commission

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**ACCESS SERVICE TARIFF**

Missouri Public  
Service Commission

**2. GENERAL REGULATIONS**

REC'D FEB 07 2001

**2.3 OBLIGATIONS OF THE CUSTOMER**

**2.3.1 DAMAGES**

The customer shall reimburse the Company for damages to or loss of Company facilities or equipment utilized to provide services under this Tariff that is caused by the negligence or willful act or omission of the customer or the customer's agents, employees or independent contractors; or resulting from the customer's or the customer's agents, employees or independent contractors improper use of the Company facilities; or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. 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 right of recovery by the Company for the damages to the extent of such payment.

**2.3.2 OWNERSHIP OF FACILITIES AND THEFT**

Facilities utilized by the Company to provide service under the provisions of this Tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

**2.3.3 EQUIPMENT SPACE AND POWER**

The customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at the POT of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, inspecting, repairing or removing Company services, facilities or equipment.

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Service Commission

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**ACCESS SERVICE TARIFF**

**REC'D FEB 07 2001**

**2. GENERAL REGULATIONS**

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

**2.3.4 AVAILABILITY FOR TESTING**

The services provided under this Tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

**2.3.5 DESIGN OF CUSTOMER SERVICES**

Subject to the provisions of 2.1.5, preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

**2.3.6 REFERENCES TO THE COMPANY**

The customer may advise end users that certain services are provided by the Company in connection with the service the customer furnishes to end users; however, the customer shall not represent that the Company jointly participates in the customer's services.

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**ACCESS SERVICE TARIFF**

Missouri Public  
Service Commission

**2. GENERAL REGULATIONS**

REC'D FEB 07 2001

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

**2.3.7 CLAIMS AND DEMANDS FOR DAMAGES**

- A. With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by anyone other than the Company.
  
- B. The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses, damages, including but not limited to punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services, facilities or equipment provided under this Tariff. Included, without limitation, are Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material. Also included without limitation are libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment. In addition, proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff shall be included in the indemnification. However, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

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**ACCESS SERVICE TARIFF**

**Missouri Public  
Service Commission**

**2. GENERAL REGULATIONS**

**REC'D FEB 07 2001**

**2.3 OBLIGATIONS OF THE CUSTOMER**

**2.3.7 CLAIMS AND DEMANDS FOR DAMAGES (Cont'd)**

C. The customer(s) shall not attempt to hold the Company or the Company's employees, agents, contractors or invitees liable for, and shall hold harmless and indemnify the Company and its employees, agents, contractors or invitees from and against, demands, claims, causes of action, liabilities (including but not limited to punitive damages), costs or expenses (including reasonable attorneys fees), incurred by customer(s), its employees, agents, contractors, or invitees, arising from any acts, omissions or negligence of customer, its agents employees, contractors, invitees or visitors or any violation or non-performance of any law, ordinance or governmental requirement of any kind; or any injury or damage to person or property of customer, its agents, employees, contractors, invitees or visitors, arising out of the use of Company services or property, where the injury or damage is caused by any reason other than the willful misconduct of Company its agents, employees or contractors.

**2.3.8 COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES**

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

**2.3.9 CONNECTIONS OF FACILITIES OR EQUIPMENT**

The customer shall have sole responsibility for the installation, testing and operation of customer-provided equipment (i.e., the facilities beyond the Company demarcation point) and any services and equipment other than those facilities specifically provided by the Company unless otherwise agreed to by the Company in writing.

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Service Commission

**ACCESS SERVICE TARIFF**

Missouri Public  
Service Commission

**2. GENERAL REGULATIONS**

REC'D FEB 07 2001

**2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES**

**2.4.1 PAYMENT OF RATES, CHARGES AND DEPOSITS**

- A. The Company reserves the right to examine the credit record of the customer. If the customer's financial condition is unknown or unacceptable to the Company, the customer may be required to provide the Company with a security deposit. The provision of service is contingent upon the continuing credit approval by the Company. At any time, the Company may require a deposit or other acceptable form of security if it reasonably deems itself insecure with respect to the customer's ability to pay. Such deposit will not exceed the actual or estimated rates and charges for the service for a two-month period. Simple interest, calculated pursuant to Commission rules for deposits, will be credited or paid to the customer while the Company holds the deposit.
- B. The Company shall bill on a current basis all charges incurred by and credits due to the customer under this Tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government, which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this Tariff), the period of service each bill covers, and the payment date will be as follows:
1. The Company will establish a bill day each month for each customer account. The bill will cover nonusage sensitive service charges for the ensuing billing period. Payment for such bills is due as set forth in 3., following. If payment is not received by the payment due date, as set forth in 3., following, in immediately available funds, a late payment penalty will apply as set forth in 3., following.
  2. For billing purposes each month is considered to have 30 days.

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**ACCESS SERVICE TARIFF**

Missouri Public  
Service Commission

**2. GENERAL REGULATIONS**

REC'D FEB 07 2001

**2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES**

**2.4.1 PAYMENT OF RATES, CHARGES AND DEPOSITS**

B. (Cont'd)

**3. Payment Due Date and Late Payment Penalty**

- a. Unless otherwise set forth in the Service Agreement, the Company will invoice the customer monthly for services. All invoiced amounts are due upon receipt. Amounts not paid in full by the due date will be considered past due and subject to an interest charge commencing from the past due date at the lesser rate of 1.5% per month or the maximum rate allowable by applicable law. If the customer fails to pay or dispute any invoice as provided for herein by the due date, in addition to its termination rights as set forth in the Service Agreement, the Company may without notice: (1) refuse to accept additional order forms; (2) temporarily discontinue provisioning the services until the customer has paid all past due amounts (including interest); and/or (3) offset such unpaid balances from any amounts that the Company owes to the customer under any other agreement(s) between the Parties. During any period of discontinuance, no service outage shall be deemed to occur.

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by PSC MO No. 5

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Service Commission

Missouri Public  
Service Commission

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## ACCESS SERVICE TARIFF

Missouri Public  
Service Commission

## 2. GENERAL REGULATIONS

REC'D FEB 07 2001

## 2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

## 2.4.1 PAYMENT OF RATES, CHARGES AND DEPOSITS

## B.3.(Cont'd)

## b. Billing Disputes

All bona fide disputes along with complete documentation must be submitted in writing and submitted with payment of all undisputed amounts due, or, alternatively, if the customer has already paid its invoice, the customer shall have 60 calendar days from invoice date to give notice of a bona fide dispute regarding such invoice, otherwise such invoice will be deemed correct. Notification and complete documentation of a bona fide dispute must be sent to: Qwest Communications, 4250 North Fairfax Drive, Floor 10E #107, Attn: Wholesale Financial Services, Arlington, Virginia 22203 or by facsimile to (888) 524-2070, with duplicate notification to follow via U.S. Mail or overnight delivery. An amount will not be considered "in dispute" until the customer has provided the Company with written notification and complete documentation of the bona fide dispute, and the Parties will promptly address and attempt to resolve the claim. The Company, in its discretion exercised in good faith, may request additional supporting documentation or reject the customer's bona fide dispute as inadequate. If the Company rejects such bona fide dispute, the Company will so notify the customer (and advise the customer of the availability of the Commission's complaint handling procedures) and the customer shall pay the withheld portion of the invoice within 5 business days of such notice. If the Company determines that the customer is entitled to credits or adjustments for service outages, then the Company will credit the customer's invoice for such amount on the next appropriate billing cycle.

Where the complaint procedure of the Commission has been invoked and it is determined that the disputed service has been rendered, or that the disputed charge or deposit is proper, in whole or in part, the customer must submit all payments due. Service will be discontinued for failure to pay the amount found appropriate if payment is not submitted within 15 days after notice to the customer of the Commission's determination.

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**ACCESS SERVICE TARIFF**

**2. GENERAL REGULATIONS**

**2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)**

**2.4.2 CREDIT ALLOWANCE FOR SERVICE OUTAGES**

The Service purchased under this Tariff is subject to the Service Level Agreements set forth on the following website <http://www.qwest.com/legal/> under the Service Level Agreement option found on the left hand side of the screen.

(C)  
|  
(C)  
  
(D)

[1] This page cancels the following page: Original Page 27.1.

(N)

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by **PSC MO No. 5**

Missouri Public  
Service Commission

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**ACCESS SERVICE TARIFF**

Missouri Public

**2. GENERAL REGULATIONS**

**2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)**

REC'D OCT 03 2001

**2.4.2 CREDIT ALLOWANCE FOR SERVICE OUTAGES**

Service Commission

The Service purchased under this Tariff is subject to the following availability service level agreement which is effective as of the first day of the second month after initial installation of a particular local loop. The customer shall, subject to the terms, exclusions and restrictions specified following, be entitled to receive a credit from the Company if the availability ("Facility Availability") of a particular service facility for any calendar month falls below the percentage shown in the credit schedule specified in C., following.

(N)

(N)

A. A facility shall for purposes of this Tariff be deemed to be unavailable to customer only if the facility ("Affected Facility") is subject to an interruption, other than as specified following, that results in the total disruption of the service on the facility ("Outage"). An Outage shall be deemed to have commenced upon verifiable notification thereof by customer to the Company, or, when indicated by network control information actually known to the Company network personnel, whichever is earlier. Each Outage shall be deemed to terminate upon restoration of the Affected Facility as evidenced by appropriate network tests by the Company.

(T)

(C)

(C)

(T)

(T)

(T)

B. The Company shall give notice to the customer of any scheduled Outage as early as is practicable. A scheduled Outage shall under no circumstances be viewed as an Outage hereunder.

C. The credit ("Outage Credit") to which customer may be entitled shall be equal to the applicable percentage of customer's monthly rates for the Affected Facility after application of any credits or discounts. The credit shall not include credits on any other monthly rates charged to customer for any other service. The length of each Outage shall be calculated in hours and shall include fractional portions thereof. Facility Availability is calculated as follows: [Hours of Outage of the Affected Facility in a particular calendar month divided by 720 hours] multiplied by 100%. The credit schedules in C.1., and C.2., following, provide Facility Availability objectives for the service and associated Outage Credits.

(C)

(C)

(D)

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ACCESS SERVICE TARIFF

2. GENERAL REGULATIONS

REC'D FEB 07 2001

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2 CREDIT ALLOWANCE FOR SERVICE OUTAGES

- A. A service outage occurs when a service becomes unusable to the customer because of a failure of one or more facility components used to furnish service under this Tariff. An Outage period starts upon verifiable notification by the customer to the Company, or, when indicated by network control information actually known to Company network personnel, whichever is earlier. An Outage period ends upon restoration of the affected facility as evidenced by appropriate network tests performed by Company.
- B. The Company shall give notice to the customer of any scheduled Outage as early as is practicable. A scheduled Outage shall under no circumstances be viewed as an Outage hereunder for the purpose of assessing an Outage credit.
- C. In the event of an Outage, the customer shall be entitled to a credit (the "Outage Credit") determined according to the following formula:

OUTAGE CREDIT =

$$\frac{\text{Hours of Outage} - 2 \text{ hours} \times \text{Total Monthly Recurring Charge of Affected Facility}}{720 \text{ hours}}$$

- D. The Outage Credit shall apply to the charges for the total mileage between end terminals of any On-Net Facility affected by an Outage. However, if any portion of the affected facility remains beneficially used or useable by the customer between any intermediate terminals (where the customer has installed drop and insert capability) or end terminals, the Outage Credit shall not apply to that pro-rata portion of the mileage. The length of each Outage shall be calculated in hours and shall include fractional portions thereof.

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Public Service Commission  
MISSOURI

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ACCESS SERVICE TARIFF

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2. GENERAL REGULATIONS

REC'D OCT 03 2001

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.2 CREDIT ALLOWANCE FOR SERVICE OUTAGES

C. (Cont'd)

Service Commission

1. QMPL On-Net to On-Net

(N)

<u>Monthly Service Availability</u>	<u>Reimbursement (% of Monthly Rates)</u>
100% - 99.95%	0%
99.94% - 99.75%	10%
99.74% - 99.51%	25%
99.50% - 98.51%	40%
98.50% - 97.51%	55%
97.50% - 97.01%	75%
97.00% or below	100%

2. QMPL On-Net to Off-Net

<u>Monthly Service Availability</u>	<u>Reimbursement (% of Monthly Rates)</u>
100% - 99.50%	0%
99.49% - 99.01%	10%
99.00% - 98.51%	25%
98.50% - 98.01%	40%
98.00% - 97.01%	55%
97.00% - 96.01%	75%
96.00% or below	100%

(N)

D. Outage Credits shall not be granted if the Outage is due to:

(C-M)

- the negligence, acts and omissions of customer, its employees, contractors or agents or its end users, (N)  
(N)
- the failure or malfunction of equipment, applications or systems not owned or controlled by the Company, including but not limited to CPE, or (T)(M)  
(T)
- circumstances or causes beyond the control of the Company, including instances of Force Majeure. (T)  
(M)

(M) Material moved from Page 28.

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Service Commission

**ACCESS SERVICE TARIFF**

**2. GENERAL REGULATIONS**

**2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)**

(D)

**2.4.3 TITLE OR OWNERSHIP RIGHTS**

The payment of rates and charges by customers for the services offered under the provisions of this Tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

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Missouri Public

**2. GENERAL REGULATIONS**

REC'D OCT 03 2001

**2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES**

**2.4.2 CREDIT ALLOWANCE FOR SERVICE OUTAGES (Cont'd)**

Service Commission

E. All Outage Credits shall be credited on the next monthly invoice for the Affected Facility after receipt of the customer's request for credit within five (5) business days after the end of the month in which Customer is entitled to an Outage Credit. Under no circumstances will the Company be required to credit Customer in any twelve month period during the term of the Agreement charges in excess of the monthly rates for two (2) months of service for a particular facility.

(M)  
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(C)  
  
(C)

F. In the event the customer experiences Chronic Outages with respect to any QMPL facility, the customer will be entitled to terminate the Affected Facility without further obligation. The customer must provide the Company with written notice following such Chronic Outages (a "Chronic Circuit Cancellation"). A facility is deemed to suffer from Chronic Outages if such facility, measured over any 30 consecutive day period, experiences:

(C)  
(T)  
(T)

- more than 5 related Outages; or
- more than 48 aggregate hours of Outages.

The customer must exercise any cancellation right available to it within 30 days after the customer first becomes eligible to exercise the applicable cancellation right.

(N)  
(N)

G. The Outage Credit and Chronic Circuit Cancellation as described preceding will be the sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the service, and under no circumstance shall such service interruptions or service deficiencies be deemed a default under this Tariff.

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**2.4.3 TITLE OR OWNERSHIP RIGHTS**

The payment of rates and charges by customers for the services offered under the provisions of this Tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

(M) Material moved to Page 27.1.

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Missouri Public

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Missouri Public  
Service Commission

**ACCESS SERVICE TARIFF**

Missouri Public  
Service Commission

**2. GENERAL REGULATIONS**

REC'D FEB 07 2001

**2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES**  
**2.4.2 CREDIT ALLOWANCE FOR SERVICE OUTAGES (Cont'd)**

E. Outage Credits shall not be granted if the malfunction of any On-Net circuit is due to:

- an Outage or other defect occurring beyond the demarcation point and/or in the facilities, power or equipment provided by anyone other than the Company; or
- the result of a force majeure event.

F. All Outage Credits shall be credited on the next monthly invoice for the affected facility after receipt of the customer's request for credit. The total of all Outage Credits applicable to or accruing in any given month shall not exceed the amount payable by the customer to the Company for that same month for the facility or service rendered unusable to the customer.

G. In the event the customer experiences Chronic Outages with respect to any facility, the customer will be entitled to terminate the affected facility without further obligation. The customer must provide the Company with written notice following such Chronic Outages (a "Chronic Circuit Termination"). A facility is deemed to suffer from Chronic Outages if such facility, measured over any 30 consecutive day period, experiences:

- more than 5 related Outages; or
- more than 48 aggregate hours of Outages.

H. The Outage Credit and Chronic Circuit Termination as described preceding will be the sole and exclusive remedy of the customer in the event of any Outage or Chronic Outage and under no circumstance shall either be deemed a default under this Tariff.

**2.4.3 TITLE OR OWNERSHIP RIGHTS**

The payment of rates and charges by customers for the services offered under the provisions of this Tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

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**ACCESS SERVICE TARIFF**

**2. GENERAL REGULATIONS**

REC'D OCT 03 2001

**2.5 ORDERING CONDITIONS**

Service Commission

A. The customer shall provide all information necessary for the Company to provide and bill for the requested service.

B. Upon acceptance of a valid customer Service Order, the Company shall notify the customer of its target date for the delivery of each facility (the "Estimated Availability Date"). Any Estimated Availability Date given by the Company to the customer shall be subject to the Company's standard and expedited interval guidelines, as amended by the Company from time to time. The Company shall use reasonable efforts to install each such facility on or before the Estimated Availability Date. The inability of the Company to deliver a facility by such date shall not be deemed a default under this Tariff. If the Company fails to make any facility available within 90 calendar days after acceptance by the Company of the customer Service Order (or such greater time as is set forth in the interval guidelines), the customer's sole remedy shall be to cancel the Service Order which pertains to such facility. The customer shall give the Company 10 calendar days written notice of such cancellation prior to the facility's delivery to the customer by the Company. The customer shall reimburse the Company for all costs incurred, in excess of the nonrecurring charge for a particular facility, relating to the development, testing and installation work performed in preparation for installation of service. If construction is required, the Estimated Availability Date may exceed 90 days. The customer will be advised at the time of its Service Order whether Special Construction charges will apply.

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Off-Net facilities will be ordered on the customer's behalf with the customer's written permission. The Company will bill the customer directly for the Off-Net facilities.

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C. Start of service for each facility (the "Start of Service Date") shall begin on the date on which the customer accepts delivery of such facility. If the customer fails to give written notice that the facility is unacceptable based on material nonconformance with the standards for the service generally accepted in the industry within 5 business days after notification to the customer by the Company that the facility is available; or the customer places live traffic on the facility after notification by the Company that the facility is available, then the customer shall be deemed to have accepted such facility. The Start of Service Date shall commence as of the 5th day following such notification of availability by the Company. Following notice by the customer that a facility is inoperable as set forth preceding, the Company shall promptly take such reasonable action as is necessary to correct any such problems in the facility and shall, upon correction, notify the customer of a new Start of Service Date.

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ACCESS SERVICE TARIFF

2. GENERAL REGULATIONS

REC'D FEB 07 2001

2.5 ORDERING CONDITIONS

- A. The customer shall provide all information necessary for the Company to provide and bill for the requested service.
- B. Upon acceptance of a valid customer Service Order, the Company shall notify the customer of its target date for the delivery of each facility (the "Estimated Availability Date"). Any Estimated Availability Date given by the Company to the customer shall be subject to the Company's standard and expedited interval guidelines, as amended by the Company from time to time. The Company shall use reasonable efforts to install each such facility on or before the Estimated Availability Date. The inability of the Company to deliver a facility by such date shall not be deemed a default under this Tariff. For On-Net buildings, if the Company fails to make any facility available within 90 calendar days after acceptance by the Company of the customer Service Order (or such greater time as is set forth in the interval guidelines), the customer's sole remedy shall be to cancel the Service Order which pertains to such facility. The customer shall give the Company 10 calendar days written notice of such cancellation prior to the facility's delivery to the customer by the Company. The customer shall reimburse the Company for any costs incurred as a result of its efforts to install the facility. If construction is required, the Estimated Availability Date may exceed 90 days. The customer will be advised at the time of its Service Order whether Special Construction charges will apply.
- C. Start of service for each facility (the "Start of Service Date") shall begin on the date on which the customer accepts delivery of such facility. If the customer fails to give written notice that the facility is in material noncompliance with the Applicable standard Company network specifications, (as modified from time to time by the Company) within 5 business days after notification to the customer by the Company that the facility is available; or the customer places live traffic on the facility after notification by the Company that the facility is available, then the customer shall be deemed to have accepted such facility. The Start of Service Date shall commence as of the 5th day following such notification of availability by the Company. Following notice by the customer of material noncompliance as set forth preceding, the Company shall promptly take such reasonable action as is necessary to correct any such noncompliance in the facility and shall, upon correction, notify the customer of a new Start of Service Date.
- D. Notwithstanding anything set forth in C., preceding, the customer may delay the Start of Service Date for any facility for up to 30 calendar days from the Company's Estimated Availability Date by written notice to the Company at least 3 business days prior to any applicable Estimated Availability Date.

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Public Service Commission  
MISSOURI

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**ACCESS SERVICE TARIFF**

**Missouri Public**

**2. GENERAL REGULATIONS**

REC'D OCT 03 2001

**2.5 ORDERING CONDITIONS (Cont'd)**

- D. Notwithstanding anything set forth in C., preceding, the customer may delay the Start of Service Date for any facility for up to 30 calendar days from the Company's Estimated Availability Date by written notice to the Company at least 5 business days prior to any applicable Estimated Availability Date.

Service Commission (M)

(C)(M)

**2.6 DEFINITIONS**

Agent

Denotes any individual, corporation, or other entity who an end user or location provider designates to act on its behalf before the Company whether in conjunction with the selection of a primary IC or in conjunction with other matters pertaining to the end user's or location provider's service.

Channel(s)

Denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Customer(s)

Denotes any individual, partnership, association, joint-stock company, trust, corporation, governmental entity or any other entity which subscribes to the services offered under this Tariff, including Interexchange Carriers (ICs) and end users.

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**ACCESS SERVICE TARIFF**

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Service Commission

**2. GENERAL REGULATIONS**

REC'D FEB 07 2001

**2.6 DEFINITIONS**

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Denotes any individual, corporation, or other entity who an end user or location provider designates to act on its behalf before the Company whether in conjunction with the selection of a primary IC or in conjunction with other matters pertaining to the end user's or location provider's service.

Channel(s)

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Denotes any individual, partnership, association, joint-stock company, trust, corporation, governmental entity or any other entity which subscribes to the services offered under this Tariff, including Interexchange Carriers (ICs) and end users.

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**ACCESS SERVICE TARIFF**

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Service Commission**

**2. GENERAL REGULATIONS**

**REC'D FEB 07 2001**

**2.6 DEFINITIONS (Cont'd)**

Dedicated Access Arrangement

Denotes an arrangement whereby the facilities used between the customer's premises and the Interexchange Carrier's Point of Presence (POP) are directly linked. Such arrangements may involve interconnection facilities provided by the customer, another carrier or a local access provider.

End User

Denotes any customer of an intrastate telecommunications service that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originates or terminates on the premises of such reseller.

Fiber Optic Cable

Denotes 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 (ICB)

Denotes a condition in which the regulations, rates and/or charges for an offering under the provisions of this Tariff are developed based on the circumstances in each case.

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**2. GENERAL REGULATIONS**

**REC'D FEB 07 2001**

**2.6 DEFINITIONS (Cont'd)**

Interexchange Carrier (IC)

Denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communication by wire or radio between two or more exchanges.

Intrastate Communications

Denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Local Access and Transport Area (LATA)

Denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Access Provider

Denotes a local exchange carrier or other entity that furnishes interconnection facilities between the customer's premises and the Company's POP in a LATA.

Network Interface (NI)

Denotes the point of interconnection between Company communications facilities and terminal equipment, protective apparatus or other customer provided facilities.

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**ACCESS SERVICE TARIFF**

**Missouri Public**

**2. GENERAL REGULATIONS**

**REC'D OCT 03 2001**

**2.6 DEFINITIONS (Cont'd)**

**Service Commission**

On-Net Building

Denotes a building that has Company facilities already installed to the demarcation point.

On-Net to Off-Net

On-Net to Off-Net describes an arrangement where service is provisioned using a combination of On-Net facilities and facilities that are owned and operated by a third-party provider (Off-Net).

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Point Of Presence (POP)

Denotes the physical location where an Interexchange Carrier terminates lines before connecting to the local exchange carrier, another carrier or directly to a customer.

Point Of Termination (POT)

Denotes a point at or near a customer-designated premises at which the Company's responsibility for the provision of Access Service ends.

Premises

Denotes a building, portion of a building in a multi-tenant building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

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**ACCESS SERVICE TARIFF**

**2. GENERAL REGULATIONS**

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**2.6 DEFINITIONS (Cont'd)**

On-Net Building

Denotes a building that has Company facilities already installed to the demarcation point.

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Point Of Termination (POT)

Denotes a point at or near a customer-designated premises at which the Company's responsibility for the provision of Access Service ends.

Premises

Denotes a building, portion of a building in a multi-tenant building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

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ACCESS SERVICE TARIFF

2. GENERAL REGULATIONS

REC'D FEB 07 2001

2.6 DEFINITIONS (Cont'd)

Registered Equipment

Denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Special Construction

Denotes the design and construction of facilities that the Company does not normally provide or that involves a greater expense than would otherwise be incurred.

Synchronous Optical Network (SONET)

Denotes a standard for the transmission of high capacity bandwidth over optical facilities using a modular multiplexing approach.

V and H Coordinates Method

Denotes a method of computing airline miles between two points by utilizing an established formula, that is, based on the vertical (V) and horizontal (H) coordinates of the two points.

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**ACCESS SERVICE TARIFF**

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**3. SERVICES**

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Missouri Public Service Commission

3. SERVICES

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**3. SERVICES**

REC'D OCT 03 2001

**3.1 SERVICE DESCRIPTIONS**

Service Commission

**3.1.1 QWEST METRO PRIVATE LINE (QMPL)**

**A. Description**

Qwest Metro Private Line (QMPL) Service provides dedicated, point-to-point, private line connections between two customer locations, over a shared, high capacity, fiber-optic network. The locations can be single-customer buildings, multi-tenant units or carrier POPs. The service is available only to wholesale and end-user business customers.

QMPL Service is provided as follows:

- 1. On-Net to On-Net describes an arrangement where both ends of the service originate in buildings that are provisioned by the Qwest local broadband fiber-optic network. No portion of the service is transported across another provider's network. This service is provided at speeds of 1.544 Mbps (DS1), 44.736 Mbps (DS3), 155.52 Mbps (OC3), 622.08 Mbps (OC12) and 2.488 Gbps (OC48).

In addition, concatenated OC3C, OC12C and OC48C are offered. Concatenated services are not multiplexed or channelized. The entire bandwidth of the service is available to the customer for maximum transmission throughput.

- 2. On-Net to Off-Net describes an arrangement where service is provisioned using a combination of On-Net facilities and facilities that are owned and operated by a third-party provider (Off-Net). Qwest will order Off-Net facilities on the customer's behalf. This arrangement is provided for DS1 through OC12 only.

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Missouri Public  
Service Commission

**3. SERVICES**

REC'D FEB 07 2001

**3.1 SERVICE DESCRIPTIONS**

**3.1.1 QWEST METRO PRIVATE LINE (QMPL)**

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In addition, concatenated OC3C, OC12C and OC48C are offered. Concatenated services are not multiplexed or channelized. The entire bandwidth of the service is available to the customer for maximum transmission throughput.

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Service Commission

**3. SERVICES**

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**3.1 SERVICE DESCRIPTIONS**

**3.1.1 QWEST METRO PRIVATE LINE (QMPL) (Cont'd)**

**B. Terms and Conditions**

The terms and conditions specified in the Company QMPL Service Agreement apply in addition to those specified following:

**1. Availability**

- a. QMPL is available 24 hours per day, 7 days a week.
- b. QMPL Service can only be provided where suitable facilities are available.
- c. Where suitable facilities are unavailable for provisioning of the service, but where the Company agrees to provide service, special construction of the facilities may be necessary and Special Construction charges may apply.

**2. Payment Options**

QMPL Service is offered on 1-year through 5-year contract terms, for customers located in multi-tenant buildings and on 3, 4 and 5-year contract terms for customers located in single-tenant buildings.

**3. Minimum Service Period**

The minimum service term for QMPL provided to a customer in a multi-tenant building is one year.

The minimum service term for QMPL provided to a customer in a single-tenant building is three years.

**4. Individual Case Basis (ICB) Pricing Arrangements**

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

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Missouri Public

**3. SERVICES**

**3.1 SERVICE DESCRIPTIONS**  
**3.1.1 QWEST METRO PRIVATE LINE (QMPL)**  
B. Terms and Conditions (Cont'd)

REC'D OCT 03 2001

Service Commission

5. Service Agreements

a. At the end of the Service Agreement, the customer has the following options.

- The customer may renew the service under a new Service Agreement. Early Termination applies to the new Service Agreement.
- The customer may continue service at the rates that were in effect in the expired Service Agreement. Early Termination is not applicable.
- The customer may discontinue the service. Should the customer discontinue service after the initial Service Agreement term has expired, Early Termination charges do not apply.

b. Early Termination

If the customer chooses to completely discontinue contracted service, at any time during the term of the Service Agreement, a termination charge will apply, unless the early termination is the result of Chronic Outages as specified in 2.4.2, preceding. The termination charge is 100% of the recurring rates for the Minimum Service Term, if applicable, plus the monthly recurring rates multiplied by 30%, for the remaining number of months in the Service Agreement.

- For example, if the customer discontinues service after 6 months of a 3-year (36 month) agreement, with a 1-year (12 months) Minimum Service Term, the Termination Charge will be 100% of the monthly recurring rates for the remaining 6 months of the Minimum Service Term, plus the monthly recurring rates multiplied by 30%, multiplied by 24 months.
- If the customer discontinues service after 17 months of a 3-year (36 month) agreement, and the Minimum Service Term has been satisfied, the termination charge will be the monthly recurring rates multiplied by 30%, multiplied by 19 months.

In the event the customer's Off-Net facility is canceled prior to the end of the Service Agreement term, the customer shall be liable for any early termination fees charged by the Off-Net facility provider.

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**3. SERVICES**

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**3.1 SERVICE DESCRIPTIONS**

**3.1.1 QWEST METRO PRIVATE LINE (QMPL)**

**B. Terms and Conditions (Cont'd)**

**5. Service Agreements**

a. At the end of the Service Agreement, the customer has the following options.

- The customer may renew the service under a new Service Agreement. Early Termination applies to the new Service Agreement.
- The customer may continue service at the rates that were in effect in the expired Service Agreement. Early Termination is not applicable.
- The customer may discontinue the service. Should the customer discontinue service after the initial Service Agreement term has expired, Early Termination charges do not apply.

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- If the customer discontinues service after 17 months of a 3-year (36 month) agreement, and the Minimum Service Term has been satisfied, the termination charge will be the monthly recurring rates multiplied by 30%, multiplied by 19 months.

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Service Commission**

**3. SERVICES**

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**3.1 SERVICE DESCRIPTIONS**

**3.1.1 QWEST METRO PRIVATE LINE (QMPL) (Cont'd)**

**C. Rate Elements**

Following are the rate elements applicable to QMPL Service.

**1. Node**

The Node provides for the communication path between a customer's designated premises and the point of termination (POT) to the Qwest network. A Node element applies per service, e.g., DS1, DS3, terminated at the customer premises. The recurring rate is dependent on the transmission speed.

**2. Port**

The Port denotes the standard interface arrangement which defines the technical characteristics associated with the type of facilities to which the service is to be connected at the Node. The recurring rate is dependent on the transmission speed.

**3. Mileage**

Mileage provides for the transmission facilities between two customer POTs. Mileage is comprised of a fixed rate element and a per mile rate element. Mileage is measured by airline miles between customer POTs via the V and H Coordinates Method, as set forth in the National Exchange Carrier Association F.C.C. No. 4. The recurring rates are dependent on distance and transmission speed.

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**3. SERVICES**

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- 3.1 SERVICE DESCRIPTIONS**
- 3.1.1 QWEST METRO PRIVATE LINE (QMPL)**
- C. Rate Elements (Cont'd)

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Service Commission

4. Nonrecurring Charge

Nonrecurring Charges are one-time charges that apply for installation of or changes to an existing service.

5. Special Construction

Special Construction charges may apply to provision QMPL to a customer premises that is not On-Net or projected to be On-Net. The customer shall be liable for any special construction charges assessed by an Off-Net facility provider.

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D. Rates and Charges

The nonrecurring/installation charges and monthly rates for QMPL will be developed on an individual case basis (ICB).

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Service Commission

**ACCESS SERVICE TARIFF**

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**3. SERVICES**

REC'D FEB 07 2001

**3.1 SERVICE DESCRIPTIONS**

**3.1.1 QWEST METRO PRIVATE LINE (QMPL)**

**C. Rate Elements (Cont'd)**

**4. Nonrecurring Charge**

Nonrecurring Charges are one-time charges that apply for installation of or changes to an existing service.

**5. Special Construction**

Special Construction charges may apply to provision QMPL to a customer premises that is not On-Net or projected to be On-Net.

**D. Rates and Charges**

The nonrecurring/installation charges and monthly rates for QMPL will be developed on an individual case basis (ICB).

**CANCELLED**

NOV 05 2001

*10/15/01 SRP/TO*  
PUBLIC SERVICE COMMISSION  
MISSOURI

Issued: February 7, 2001

Effective: March 9, 2001

Carol Kuhnow, Director  
4250 N. Fairfax Drive  
Arlington, VA 22203

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FILED MAR 09 2001

SECTION 102-OBSOLETE PRODUCTS AND SERVICES FOR PHOENIX NETWORK, INC.

Missouri Public

REC'D JAN 30 2002

Service Commission

OBSOLETE SERVICES FORMERLY OFFERED

BY

**PHOENIX NETWORK, INC.**

REGULATIONS AND SCHEDULE OF CHARES FOR

RESALE OF INTEREXCHANGE

TELECOMMUNICATION SERVICES

AS DEFINED BY CASE NO. TO-88-142

WITHIN THE STATE OF MISSOURI

NOTES:

1. All customers subscribing to services under Section 102 of this tariff for service prior to March 4, 2002, were formerly provided services under the Phoenix Network, Inc.'s Missouri Tariff No. 2.
2. Services, rates, terms and conditions contained in this tariff are "grandfathered" and exist only to the extent necessary to describe the services, rates, terms and conditions for customers who subscribed to service under Phoenix Network, Inc.'s Missouri Tariff No. 2 prior to March 4, 2002.
3. Those customers who subscribed to service under a term agreement offered in the Phoenix Network, Inc.'s Missouri Tariff No. 2 and who wish to renew their service agreement with Qwest Communications Corporation upon termination of their service period, may do so only under this Qwest Communications Corporation Missouri Tariff No. 1, in Sections other than 101 or 102, and only if the same service, rates, terms and conditions are available in the non-grandfathered Sections of this tariff.

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EFFECTIVE DATE: March 4, 2002

By: David Ziegler  
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SECTION 102-OBSOLETE PRODUCTS AND SERVICES FOR PHOENIX NETWORK, INC.

**WAIVER OF RULES AND REGULATIONS**

Pursuant to Case No. TA-92-217, the following Rules and Regulations have been waived for purposes of offering network services as set forth herein.

**Statutory Provisions**

- Section 392.240 (1) - Rates-reasonable average return on investment
- Section 392.270 - Property valuation
- Section 392.280 - Depreciation rates
- Section 392.290 - Issuance of stocks and bonds
- Section 392.310 - Issuance of stocks and bonds
- Section 392.320 - Issuance of stocks and bonds
- Section 392.330 - Issuance of stocks and bonds
- Section 392.340 - Reorganization(s)

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REC'D JAN 30 2002

Service Commission

**Commission Rules**

- 4 CSR 240-10.020 - Income on depreciation fund investments
- 4 CSR 240-30.010 (2)(C) - Posting exchange rates at central offices
- 4 CSR 240-32.030 (1)(B) - Exchange boundary maps
- 4 CSR 240-32.030 (1)(C) - Record of access lines
- 4 CSR 240-32.030 (2) - Records kept within state
- 4 CSR 240-30.040 (1-3) - Uniform system of accounts
- 4 CSR 240-30.040 (5)(6) - Uniform system of accounts
- 4 CSR 240-32.050 (3-6) - Telephone directories
- 4 CSR 240-32.070 (4) - Coin telephones
- 4 CSR 240-33.030 - Inform customers of lowest priced service
- 4CSR 240-33-040 (5) - Finance fee

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SECTION 102-OBSOLETE PRODUCTS AND SERVICES FOR PHOENIX NETWORK, INC.

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SECTION 102-OBSOLETE PRODUCTS AND SERVICES FOR PHOENIX NETWORK, INC.

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SECTION 102-OBSOLETE PRODUCTS AND SERVICES FOR PHOENIX NETWORK, INC.

**PRELIMINARY STATEMENT**

This tariff contains all effective rates and rules for intrastate services together with information relating to, and applicable to services formerly provided by Phoenix Network, Inc. and now provided by Qwest Communications Corporation (hereinafter referred to as "QCC" or "The Company").

Qwest Communications Corporation provides telecommunications services between Missouri subscribers and other termination points within the United States. Note: this tariff applies only to communications between origination points in Missouri and termination points in Missouri. Contact the Company for information regarding rates and rules applicable to interstate services.

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**SYMBOLS**

REC'D JAN 30 2002

- (C) To signify changed regulations
- (D) To signify discontinued or deleted material.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material relocated from or to another location in the tariff.
- (N) To signify new material.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify a change in text but not a change in rate or charge.

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SECTION 102-OBSOLETE PRODUCTS AND SERVICES FOR PHOENIX NETWORK, INC.

REC'D JAN 30 2002

SECTION 1 - TERMS AND ABBREVIATIONS

Service Commission

**Access Line:** An Access Line is a transmission line from either the LEC's or the underlying carrier's Point-of-Presence (POP) to the Customer's premises. An Access Line is used to process voice and limited speed data calls.

**Authorization Code:** A numerical code, one or more of which are available to a Customer to enable him/her to access the Company, and which are used by the Company both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

**Business Customer:** A Customer whose use of the Company's services are substantially of a business, professional, institutional, or occupational nature, rather than a social and domestic nature.

**Company:** Qwest Communications Corporation and it's wholly owned subsidiaries.

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

**Day:** From 8:00 a.m. up to but not including 5:00 p.m. Mountain Time Monday through Friday.

**Dedicated Access:** If a Customer's location has a direct path to the network of the underlying carrier, it is considered dedicated access. When dedicated access is required to access the Company's services, the Customer is responsible for obtaining access. In telecommunications terminology, this is also referred to as special access.

**Evening:** From 5:00 p.m. up to but not including 11:00 p.m. Mountain Time Sunday through Friday.

**Holidays:** Qwest Communications Corporation observes the following holidays; New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.

**InterLATA Call:** An interLATA call is any call that originates and terminates in a different LATA.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

REC'D JAN 30 2002

**IntraLATA Call:** An intraLATA call is any call that originates and terminates within the same LATA. *Service Commission*

**LATA:** LATA is an acronym for Local Access Transport Area, a geographic boundary within which the LEC provides communications services.

**LEC:** LEC is an acronym for Local Exchange Carrier, the serving telephone company providing local services to subscribers.

**Long Distance Carrier:** The facilities utilized by the Company to carry the Customers' long distance calls (e.g., AT&T, Allnet, WilTel, or U.S. Sprint).

**Night:** From 11:00 p.m. up to but not including 8:00 a.m. Sunday through Friday and 12:00 a.m. Saturday up to but not including 5:00 p.m. Sunday, Mountain Time.

**POP:** POP is an acronym for Point-of-Presence and is the central office of the underlying carrier where the LEC hands off the traffic of the Company's Customers or where the T-1.5 digital facility interconnects with the underlying carrier.

**Reseller:** A company which purchases a big block of long distance calling minutes for resale in smaller blocks to its customers.

**Residential Customer:** A Customer whose use of the Company's services are substantially of a social and domestic nature.

**Service Order or Agreement:** A standard order form which includes all pertinent billing, technical, and other descriptive information enabling the Company to provide communication service and constitutes the contractual agreement between the Company and the Customer.

**Switched Access:** If the Customer's location has a transmission line that is routed through the LEC to reach the network of the underlying carrier, the access is switched.

**TNT:** TNT is an acronym for Total Nationwide Termination.

**Underlying Carrier:** Refers to any interexchange carrier that provides long distance services resold by the Company.

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SECTION 102-OBSOLETE PRODUCTS AND SERVICES FOR PHOENIX NETWORK, INC. **Missouri Public**

**SECTION 2 - RULES AND REGULATIONS**

REC'D JAN 30 2002

**2.1 Limitations on Service**

Service Commission

- 2.1.1 Service is offered subject to the availability of facilities of the underlying carrier(s) and the terms and provisions of this tariff.
- 2.1.2 The Company reserves the right to discontinue furnishing service or limit the use of service, (1) when necessitated by conditions beyond its control; or, (2) when the Customer is using service in violation of the law or the provisions of this tariff.
- 2.1.3 The Customer may not transfer or assign the use of service except with the express prior written consent of the Company. Such transfer or assignment shall only be allowed where there is no interruption in the use or location of the service or facilities. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.1.4 Initial and continuing service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by interexchange carriers and LECs.
- 2.1.5 In the event the Company or the direct underlying carrier learn of actual or possible unauthorized, fraudulent, or unlawful use of any Company services, the Company will make an effort to contact the Customer before taking action. Circumstances may arise however, where the Company believes that it must block service, without notice, to protect the Customer and itself. Any such blockage shall be without liability to the Company. Further, service may be suspended by the Company without incurring liability by blocking all calls or by blocking calls to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any service offered under this tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.1.6 The Company reserves the right to change direct underlying carriers at any time.

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SECTION 102-OBSOLETE PRODUCTS AND SERVICES FOR PHOENIX NETWORK, INC.

Missouri Public

SECTION 2 - RULES AND REGULATIONS

REC'D JAN 30 2002

2.2 **Limitations of Liabilities**

Service Commission

2.2.1 The Company reserves the right to refuse or deny service to Customers without incurring liability:

- (A) For nonpayment of any sum owed to the Company.
- (B) For insufficient or fraudulent credit or billing information, invalid or unauthorized telephone numbers, credit card numbers or pre-arranged account code numbers, or if the Customers usage exceeds its authorized credit limit.
- (C) For lack of use by the Customer if after three full billing cycles the service has not been used.
- (D) By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such service.
- (E) If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or services.
- (F) For any violation by a Customer of either the provisions of this tariff or any laws, rules, regulations, or policies.

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SECTION 102-OBSOLETE PRODUCTS AND SERVICES FOR PHOENIX NETWORK, INC.

Missouri Public

SECTION 2 - RULES AND REGULATIONS

REC'D JAN 30 2002

**2.2 Limitations of Liabilities (Continued)**

Service Commission

2.2.2 The Company will use its best efforts to provide competent services consistent with industry standards. Under no circumstances whatsoever will the Company or its officers, agents or employees be liable for and loss of revenue or any other direct, incidental, special or consequential damages in the course of furnishing service, or for increased costs incurred by the Customer if calls are routed over another carrier. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

2.2.3 The Company is not liable for any acts or claims made by independent authorized distributors unless they are expressly approved by an officer of the Company in writing or contained in a document provided by the Company to the distributor or client.

2.2.4 The Company shall not be liable for the use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorganization or any other legal or illegal equipment, service, or device. In the case of inbound service, this also applies to third parties who dial the Customer's 800/888 number by mistake.

2.2.5 The Company shall not be liable for any actions, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.

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SECTION 102-OBSOLETE PRODUCTS AND SERVICES FOR PHOENIX NETWORK, INC.

Missouri Public

SECTION 2 - RULES AND REGULATIONS

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2.2 **Limitations of Liabilities (Continued)**

Service Commission

2.2.6 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent of the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have 30 days.

2.2.7 The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.2.8 The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of transmission facilities; acts of God; storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or, notwithstanding anything in this tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees, if committed beyond the scope of their employment or authority.

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SECTION 2 - RULES AND REGULATIONS

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2.2 **Limitations of Liabilities (Continued)**

Service Commission

2.2.9 The Company shall have no duty to consider a claim for damages or statutory penalties or for any adjustment, refund or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or basis of any claim for damages, within 30 calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must be in writing and must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim. Failure to comply with these notice provisions shall constitute a waiver of the right to assert the claim. In the event that the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Missouri Public Service Commission for review and disposition of the matter.

2.2.10 The Company shall not be liable for any failure or non-performance of any equipment due to causes and/or circumstances beyond its control, nor shall the Company be liable for any act or omission for any other company furnishing any portion of the service to the Customer, including, but not limited to, any equipment owned or leased by the Customer, any equipment supplied to the Customer by the Company or any other supplier of equipment to the Customer, or any network service contracted by the Customer or the Company.

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SECTION 2 - RULES AND REGULATIONS

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2.2 Limitations of Liabilities (Continued)

Service Commission

2.2.11 The Company shall be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other communication transmitted over facilities provided by the Company.
- (B) Claims for patent infringement arising from combining or connecting the Company facilities with apparatus and systems of the Customer.
- (C) All claims arising out of any act or omission of the Customer in connection with any service provided by the Company.
- (D) All lost or stolen Calling Cards, except under the circumstances described in Paragraph 2.12.1.
- (E) Any other claims of any nature relating to or arising from message content or the transmission thereof.

2.2.12 The Company shall not be liable for, and 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 the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, loss of use, damage, defacement or destruction of the premises of the Customer or any other 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 facilities provided by the Company, unless the loss or damage is caused by the Company's negligence or willful conduct.

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SECTION 102-OBSOLETE PRODUCTS AND SERVICES FOR PHOENIX NETWORK, INC.

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SECTION 2 - RULES AND REGULATIONS

REC'D JAN 30 2002

**2.3 Obligations of the Customer**

Service Commission

2.3.1 The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), billed to a Customer's calling card, or incurred at the specific request of the Customer, regardless of whether the Customer's facilities were fraudulently used or used without Customer's actual or constructive knowledge.

**2.4 Obligations of a Reseller**

2.4.1 The terms and conditions of this tariff, including but not limited to the obligation in Paragraphs 2.3.1, and 2.4.2 through 2.4.6 hereof, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this tariff may result in the Company immediately and irrevocably terminating service(s) without incurring any liability. Notification of termination of service(s) may be in writing or in another expeditious manner selected by the Company.

2.4.2 The Company may be requested by the Reseller to block such subscriber's calling card number and PIN because of nonpayment of charges. Before the Company blocks service to a Reseller's subscriber, the Reseller must certify that proper notice has been given to the subscriber. Proper notice must meet state and federal rules for blocking service due to nonpayment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).

2.4.3 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.

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SECTION 2 - RULES AND REGULATIONS

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**2.4 Obligations of a Reseller (Continued)**

Service Commission

- 2.4.4 In addition to the other provisions in this tariff, Customers reselling service will be responsible for all interaction and interface with their own subscribers or customers. The provision of service will neither create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.
- 2.4.5 If the Customer resells services, unless otherwise agreed in writing, the Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.
- 2.4.6 In addition to the other provisions in this tariff, Resellers must have the appropriate authority in all areas where the Reseller provides service. Resellers of the Company's services are responsible for maintaining all necessary state and F.C.C. tariffs for operating as a Reseller and for complying with all rules and regulations as set forth by the Commission. Further, the Reseller also assumes full responsibility for complying with the Communications Act of 1934, as amended; the Telecommunications Act of 1996; and the rules, regulations, and decisions of the F.C.C.

**2.5 Customer Service**

- 2.5.1 Customer Service may be contacted in writing at the Company's headquarters: Phoenix Network, Inc., 1687 Cole Boulevard, Golden, CO 80401. Customers may also reach Customer Service via an 800 number.
- 2.5.2 Service Representatives are available to assist with inquiries Monday through Friday from 7:00 a.m. to 7:00 p.m. Mountain Time.
- 2.5.3 After hours calls to the Customer Service 800 number are forwarded to an answering service. The Customer leaves a message and a return call is made the next business day, or in some cases, if the Customer has an emergency, (i.e., cannot place a call), the answering service has been instructed to page an on-call service representative to attempt to resolve the problem.

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SECTION 2 - RULES AND REGULATIONS

Service Commission

2.6 Customer Application for Service

- 2.6.1 Business or residential households wishing to obtain service are required either to submit a written application for service on a form furnished by the Company; or to authorize a designated representative of the Company to submit such an application, provided that the Company shall not process such applications until it has contacted the Customer to confirm the information contained in the application. The Company will review a Customer's application for service promptly, including relevant credit information, and notify the Customer in writing after the review has been completed. Under normal circumstances, Customers will be provided with service within 30 days after the Company's approval of the application.
- 2.6.2 The application is a request for service and does not in itself bind the Company to service except under specific conditions (which must be agreed to in writing by an authorized agent of the Company).

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**2.7 Establishment and Re-establishment of Credit**

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2.7.1 The Company reserves the right to examine the credit record of all applicants and customers. If the credit record is inadequate, the Company reserves the right to obtain an executed personal guarantee from the Customer. If service to a Customer is terminated for nonpayment, the Company will reestablish service only upon Customer's payment of accrued charges and Customer's establishment of adequate evidence of its ability to pay the Company's charges in the future.

2.7.2 Generally, potential Business Customers with monthly telephone usage of less than \$500, or Residential Customers with less than \$250, will need to meet one of the following three criteria for credit approval:

- (A) No more than three telephone lines;
- (B) Provide copy of recent long distance carrier bill (not more than 60 days old);
- (C) No past due balance.

2.7.3 For Business Customers with monthly volume greater than \$500, the Company will review the Customer's credit rating. If the report reflects a satisfactory credit rating and indicates that Customer pays its bills on time, credit is established.

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**2.8 Deposits**

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2.8.1 Any Customer whose credit has not otherwise been duly established may be required to make a deposit to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held in the event that the conditions of service or basis on which credit was originally established have materially changed.

2.8.2 The amount of any deposit shall not exceed the estimated charges for two months service.

2.8.3 The Company will pay 9% interest on deposits.

**2.9 Method of Servicing Notices**

2.9.1 Any notice the Company may give to a customer will be by written notice mailed to Customer's last known billing address or to such address as may subsequently be given by the Customer to the Company.

2.9.2 Any notice by a Customer will be given to the Company by the Customer's authorized representative at the Company's business office or by timely written notice mailed to the Company's business office.

2.9.3 Calls to the Company's business office are toll-free to the Company's customers.

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**2.10 Rendering and Payment of Bills**

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- 2.10.1 The Customer is responsible for payment of all charges for services furnished to the Customer, including any applicable taxes.
- 2.10.2 Billing periods are monthly, and are due and payable upon receipt. A one time late fee of 2% of the bill will be charged for amounts not received within invoice terms.
- 2.10.3 In the event that legal action is instituted by the Company to recover any sums then due and the Company prevails, the Company shall be entitled to recover, in addition to such sums then due, its costs of collection, including, without limitation, reasonable attorneys' fees.
- 2.10.4 Bills may be paid by mail or in person at the business office of the Company. All bills for service are payable only in United States currency. Payment may be made by check, money order, or credit card.

**2.11 Disputed Bills**

- 2.11.1 Billing disputes should be addressed in writing to Phoenix Network, Inc., 1687 Cole Boulevard, Golden, Colorado 80401. Service Representatives are available to assist with bill inquiries Monday through Friday from 7:00 a.m. to 7:00 p.m. Mountain Time.
- 2.11.2 Unless written notice of dispute as to charges is received by the Company within 30 calendar days after the invoice is rendered, such statement shall be deemed to be correct and payable in full by the Customer. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect. In the event that the Customer is not satisfied with the Company's resolution of a billing dispute, the Customer may make application to the Missouri Public Service Commission for review and disposition of the matter.

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**2.12 Responsibilities for Charges**

2.12.1 The Customer is responsible for all charges, including all calls placed by use of Customer's assigned authorization or calling card code(s). Upon knowledge of facts which would alert a reasonable person to the possibility that an unauthorized person is using the Customer's authorization or calling card code, the Customer shall notify the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN and, if requested, will issue a new card and PIN. The Customer shall be excused from liability only with respect to calls placed after receipt of such notice by the Company; the Customer shall be liable for all other charges.

**2.13 Minimum Service Period**

2.13.1 The minimum period of service is one month (30 days).

**2.14 Discontinuance and Restoration of Service**

2.14.1 Service continues to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below.

- (A) Cancellation by the Customer. A Customer may have its service canceled upon written notice provided 30 days in advance of the desired cancellation date. The Company will hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until 30 days after the written cancellation notice is received, whichever is later.

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**2.14 Discontinuance and Restoration of Service (Continued)**

2.14.2 Cancellation by the Company. The Company may discontinue service or cancel an application for service without incurring any liability for any of the reasons set forth below.

- (A) Nonpayment of any sum due to the Company for service for more than 30 days beyond the billing date for such service. Customers whose check is returned as uncollectible will be subject to discontinuance of service in the same manner as for nonpayment of overdue charges. Customers will be subject to a charge of \$15.00 for each check returned as uncollectible.
- (B) For insufficient or fraudulent credit or billing information, invalid or unauthorized telephone numbers, credit card numbers or pre-arranged account code numbers, or if the Customers usage exceeds its authorized credit limit.
- (C) For lack of use by the Customer if after three full billing cycles the service has not been used.
- (D) By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such service.
- (E) To protect itself or third parties against fraud or to otherwise protect its personnel, agents, or services.
- (F) For any violation by a Customer of either the provisions of this tariff or any laws, rules, regulations, or policies.

**2.15 Taxes**

2.15.1 The Customer will be billed for, and is liable for payment of, all applicable federal, state, and local taxes and surcharges. These charges are listed as separate line items on invoices and are not included in the quoted rates.

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**2.16 Transfer or Assignment**

2.16.1 The Company's intrastate services may not be transferred or assigned to a new Customer unless the new Customer's credit is approved. Paragraph 2.1.3 covers the additional conditions under which the Company reserves the right to refuse service to assignees or transferees.

**2.17 Information to be Provided to the Public**

2.17.1 A copy of this tariff schedule and transmittal letters will be available for public inspection in the Company's business office during regular business hours.

**2.18 Timing of Calls**

2.18.1 Timing of calls, for purposes of computing usage charges, is initiated when the called party answers and is terminated when the called party or calling party hangs up, whichever occurs first.

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**2.19 Mileage Between Rate Centers**

The mileage between rate centers is calculated based on V and H coordinates as obtained by references to AT&T Tariff FCC No. 10.

Method of Calculation

The airline mileage between two rate centers is calculated as follows:

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

where  $V_1$  and  $H_1$  are the V and H coordinates of point 1 and  $V_2$   $H_2$  are the coordinates of point 2.

The mileage is rounded up to an integer value to determine the airline mileage.

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**SECTION 3 - DESCRIPTION OF SERVICE**

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**3.1 Outbound Equal Access Service**

3.1.1 Equal Access Service is a message toll interLATA telecommunications service offered to Residential and Business Customers served by exchanges converted to equal access. All outbound intrastate services are add-on services only available if the Customer subscribes to the Company's interstate service.

3.1.2 Unless otherwise specified, all outbound service offerings carry an initial billing period of 18 seconds or fraction thereof, followed by additional six second billing increments.

- (A) RA: Subscribers to this service, which is designed for Residential Customers, receive a basic MTS service. Six second billing increment (30 second minimum).
- (B) E2, P1, P2, P3, P6, PE: Subscribers to these services authorize the Company to select the long distance carrier that offers the greatest savings to the Customers. and have a six second billing increment (30 second minimum).
- (C) PM, WF: Subscribers to these services utilize the WilTel system for service.
- (D) EA, AO, A2, AF: Subscribers to these services utilize the AT&T system for service. EA, A2, and AO customers have a six second billing increment (30 second minimum).
- (E) EM, F1, F2, F3, S1: Subscribers to these services utilize the Sprint system for service. F1 Customers are billed in full minute increments.

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3.1 Outbound Equal Access Service (Continued)

- (F) PC, PW, W2, W3, W4, LF, EF: Subscribers to these services subscribe to the Company international product and are also offered reduced intrastate rates. PW subscribers authorize the Company to select the long distance carrier offering the greatest possible customer savings and have a six second billing increment (30 second minimum). PC, EF and W3 subscribers utilize the WilTel system for service. W2 subscribers utilize the Sprint system for service. W4 and LF subscribers utilize the Allnet system for service and have a six second billing increment (30 second minimum).
- (G) TNT: An outbound only, long distance pricing plan for Residential and Business Customers using switched access to reach the long distance network of the underlying carrier. The intrastate service is an add-on to the interstate service. This service is only available in equal access areas.
- (H) TNT PLUS: An outbound only, long distance pricing plan for national organizations that contract with the Company to provide service to its members. Each member location must utilize switched access dial 1 to reach the POP of the underlying carrier. Each member location is solely responsible for its bill and the member location is a Customer of the Company, not the group organizer. Each member location will be billed separately for its services. The usage volume of all member locations of the group are totaled to determine if the group qualifies for TNT Plus rates. The intrastate service is only available to member locations that subscribe to the Company's interstate service. TNT Plus Customers are billed in six second increments (six second minimum).

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**3.1 Outbound Equal Access Service (Continued)**

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- (I) AmeriWats: An outbound, flat-rated, long distance pricing plan for Business and Residential Customers that utilize the U. S. Sprint Communications network for service.
- (J) AmeriTel, Tele-Trend Option A: An outbound, flat-rated, long distance pricing plan for Business Customers that utilize the WilTel network for service.
- (K) Tele-Trend Option B: This one-plus dialing service is offered to business, cellular, and in some cases, to Residential Customers whose businesses are on Tele-Trend's service.
- (L) Tele-Trend Option C: This service utilizes WilTel and is offered to Business and Residential Customers and is billed in six second billing increments (6 second minimum). There are two rate options available depending on monthly volume of use.
- (M) Tele-Trend Option E: Outbound service offered to Residential Customers only and is billed in one minute billing increments (one minute minimum), utilizing the WilTel network. There are two rate options available depending on monthly volume of use.

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3.2 Inbound 800/888 Service

Service Commission

3.2.1 Inbound service permits calls to be completed to the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number, (800/888) NXX-XXXX, which terminates at the Customer's location. The Company's intrastate services are add-on services and are only available to Customers that subscribe to the Company's interstate offering.

3.2.2 All inbound service offerings carry an initial period of 18 seconds or fraction, therefore followed by additional six second billing increments unless otherwise specified.

3.2.3 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800 service to another carrier (i.e. "porting" of the 800/888 number), including a request for Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

(A) EX, PX, WX, WA, MF, 8F: Subscribers to these services receive an 800-type service and are billed for terminating minutes of use, but are not required to obtain a dedicated access facility. EX subscribers utilize the Sprint system for service. PX subscribers authorize the Company to select the long distance carrier offering the greatest possible customer savings. WX and 8F subscribers utilize the WilTel system for service. WA and MF subscribers utilize the Allnet system for service. WA Customers have a six second billing increment (30 second minimum). EX and WX Customers have a six second billing increment.

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3.2 Inbound 800/888 Service (Continued)

- (B) TNT OMNI 800S: Applies to calls that are originated from any point in the state on any type of access but are terminated via switched access lines in the terminating city. Available to Business and Residential Customers.
- (C) TNT OMNI 800 S PLUS: Inbound only, long distance pricing plans for national organizations that contract with the Company to provide service to its members. Calls are originated on any type of access but are terminated via switched access at the terminating city. Each member location is solely responsible for its bill and the member location is a Customer of the Company not the group organizer. Each member location will be billed separately for its services. The usage volume of all member locations of the group are totaled to determine if the group qualifies for TNT 800 Plus rates. The intrastate service is only available to member locations that subscribe to the Company's interstate service.
- (D) TNT 800: Applies to calls that are originated from any point in the state but are terminated via switched access lines in the terminating city.
- (E) TNT Agent 800: Calls are originated from any point in the state but are terminated via switched access lines in the terminating city. It is available to Business and Residential Customers.

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**3.2 Inbound 800/888 Service (Continued)**

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- (F) TNT 800 Plus: It is an inbound only, long distance pricing plan for national organizations that contract with the Company to provide service to its members. Calls are originated on any type of access but are terminated via switched access at the terminating city. Each member location is solely responsible for its bill and the member location is a Customer of the Company not the group organizer. Each member location will be billed separately for its services. The usage volume of all member locations of the group are totaled to determine if the group qualifies for TNT 800 Plus rates. The intrastate service is only available to member locations that subscribe to the Company's interstate service. Customers are billed in six second increments (six second minimum).
- (G) AmeriWats Toll-Free: A toll-free inbound, flat-rated, service offering available to Business and Residential Customers utilizing the U. S. Sprint Communications network.
- (H) AmeriTel Toll-Free: A toll-free inbound, flat-rated, service offering available to Business Customers utilizing the WilTel Communications network.
- (I) Tele-Trend Option D: An inbound 800 service offered to Business Customers only, utilizing the WilTel network for service, and billed in six second increments (six second minimum).

**3.3 Dedicated Access Service**

- 3.3.1 Dedicated Access Service is a telecommunications service available to Residential and Business customers with substantial calling volumes. This service includes offerings for originating traffic and "800" offerings for traffic terminating at a Customer's location.

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3.3 **Dedicated Access Service (Continued)**

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3.3.2 All dedicated service offerings carry an initial period of six seconds or fraction thereof, followed by additional six second billing increments unless otherwise specified.

- (A) DA, DS: Subscribers to these services select the underlying long distance carrier to carry their traffic and are required to obtain a T-1 circuit or other dedicated access line ("DAL") from the local operating company.
- (B) DX: Subscribers to this 800-type service have their traffic carried by a particular long distance company and must obtain a T-1 circuit or DAL.
- (C) T: Subscribers to these two-way services are billed based on term length. They must obtain a T-1 circuit or DAL.
- (D) AmeriWats Plus: A dedicated T1 access outbound service, utilizing the U. S. Sprint network for Customers generating more than \$3,000.00 on long distance each month.
- (E) AmeriTel Plus: A dedicated T1 access outbound service, utilizing the WiTel network for Customers generating more than \$3,000.00 on long distance each month.
- (F) AmeriWats Toll-Free Plus: A dedicated T1 access inbound service utilizing the U. S. Sprint network for Customers generating more than \$3,000.00 on long distance each month.
- (G) AmeriTel Toll-Free Plus: A dedicated T1 access inbound service utilizing the WiTel network for Customers generating more than \$3,000.00 on long distance each month.

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3.3 **Dedicated Access Service** (Continued)

- (H) TNT 800 Dedicated: An inbound only, long distance pricing plan. Calls are originated from any point in the state on any type of access but are terminated via dedicated access lines between the Customer's premises and the underlying carrier's POP.
- (I) TNT 800 Dedicated Plus: An inbound only, long distance pricing plan for national organizations that contract with the Company to provide service to its members. Calls are originated on any type of access but are terminated via dedicated access from the underlying carrier's POP. Each member location is solely responsible for its bill and the member location is a Customer of the Company, not the group organizer. Each location will be billed separately for its services. The usage volume of all member locations of the group are totaled to determine if the group qualifies for TNT 800 Plus rates. The intrastate service is only available to member locations that subscribe to the Company's interstate service.
- (J) TNT Dedicated: An outbound only, long distance pricing plan for businesses that utilize Dedicated Access to reach the POP of the underlying carrier.
- (K) TNT Dedicated Plus: An outbound only, long distance pricing plan for national organizations that contract with the Company to provide service to its members. Calls are originated on any type of access but are terminated via dedicated access from the underlying carrier's POP. Each member location is solely responsible for its bill and the member location is a Customer of the Company, not the group organizer. Each location will be billed separately for its services. The usage volume of all member locations of the group are totaled to determine if the group qualifies for TNT 800 Plus rates. The intrastate service is only available to member locations that subscribe to the Company's interstate service.

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**3.3 Dedicated Access Service (Continued)**

- (L) Tele-Trend Option B: This service is offered to business, cellular, and in rare cases, to Residential Customers whose businesses are on Tele-Trend's service. This option offers one plus dialing for non-verified Account Codes. The billing is six second increments (18 second minimum).
- (M) Tele-Trend Option C: This service utilizes WiTel and is offered to Business and Residential Customers.
- (N) Tele-Trend Option D: An inbound 800 service offered to Business Customers only and utilizes WiTel for service.

**3.4 DNS/SDN**

3.4.1 SDN is a Customer designed private line telecommunications network that combines switched and private line service to meet the specific requirements of Customers needing to communicate between geographic locations within the state.

- (A) BA: BA subscribers utilize SDN service and are offered discounts on all usage.

3.4.2 DNS is an outbound long distance service

- (A) BD: BD subscribers utilize DNS service and are offered discounts on all usage.

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**3.5 Customized Network Services**

3.5.1 Network 1, Network 1-800, Network T1, Network T1-800: A customized offering for both inbound and outbound services available to any customer using switched or dedicated access to reach either the long distance network of the Company (On-Net), or the Company's designated underlying carrier network (Off-Net). To subscribe to any Dedicated Access Service offering, the Customer must bill a total monthly use of \$3,500 or greater and sign a two-year term commitment. If a customer has the need to utilize more than one service offering, the customer must subscribe to a complimentary product offering. The pricing is postalized and allows for the ability to match specific calling patterns (based on intrastate, interstate and international usage) to a corresponding product.

**3.6 Calling Card Services**

3.6.1 Travel Card, Choice Card: These services allow the Customer to call an 800 access number and authorization code to gain access to the Company's network while away from the presubscribed location.

3.6.2 Custom Combination Calling Card Service: This travel card service enables the caller(s) to place long distance calls when they are away from their primary service location and charge them to their account. Customers access the network by dialing either a universal "800" number plus a calling code and the called telephone number, or by connecting to the Company's switch via 950 access. In addition to being able to use the card as a travel card, the Custom Combination Calling Card has a speed dialing feature. Speed dialing allows the user to make calls to a predetermined list of up to nine telephone numbers utilizing a single hot digit (0-9). This is accomplished by dialing a universal 800 number, plus a five digit code, plus one "hot" digit which rings directly to the predetermined number the calling party wished to reach. The Custom Combination Calling Card Service is available to Business and Residential Customers that subscribe to the Company's interstate service.

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3.6 **Calling Card Services (Continued)**

- 3.6.3 Horizon 23 Calling Card: A flat rated travel card service with no surcharge per call which is provided via 1-800 access only. The use of this travel service requires an authorization code and PIN, and is for use from push button (DTMF) telephones only.
- 3.6.4 AmeriWats Card: A domestic travel card service for Business and Residential Customers that features a flat per minute rate.
- 3.6.5 AmeriTel Card: A domestic and Canadian use only travel card service for Business Customers. This product features a flat per minute rate with no domestic per call surcharge and provides access from anywhere in the continental United States and Canada.
- 3.6.6 Tele-Trend Calling Card: A mileage-based calling card service utilizing the AT&T Network. A Customer dials an 800 access number plus an authorization code plus the desired number of the party they wish to reach. There are two pricing elements, a usage rate and a per call surcharge.

3.7 **Debit Card Services**

- 3.7.1 Allows a Customer to arrange for payment for telecommunication services prior to using the services. The Debit Card is available to Residential Customers and to Business Customers from any touchtone phone.
- 3.7.2 To place a Debit Card call, the Customer dials a unique 800 number to reach the Debit Card database of the underlying carrier and then enters an assigned authorization code. Prior to connection to the called number, the computer advises the Customer how much time the Customer has left to place that call. The Customer is then connected to the called number. In real time, the charge for the call is deducted from the remaining usage. The Customer will receive a warning two minutes before the Debit Card usage expires. If the Debit Card usage expires prior to the Customer completing the call, the call will be disconnected.

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**3.7 Debit Card Services (Continued)**

3.7.3 Once the usage has been exhausted, the Debit Card can be recharged by dialing the 800 access number and their authorization code. An operator will intercept, and the customer can request a recharge.

3.7.4 The Debit Card has an expiration date of one year from the date of purchase.

**3.8 Directory Assistance**

3.8.1 Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party. The Directory Assistance Charge applies to all calls made from points outside of the called party's HNSA using services of the underlying carrier. The Directory Assistance Charge applies whether or not the Directory Assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found). Directory Assistance is available to any Customer having access to the directory assistance bureau of the underlying carrier.

**3.9 Operator Services**

3.9.1 Customers subscribing to any of the Company's outbound services can reach the operator of the underlying carrier by dialing 0+ the called number, or by dialing "00". The underlying carrier provides the operator services, brands the call, and either direct bills the operator service calls or the calls are passed through and billed by the Company at charges tariffed by the underlying carrier.

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3.10 ACS/Q.biz

General Description

ACS/Q.biz is a service line consisting of switched outbound; switched inbound and card services. The services have flat rates. There is a minimum monthly usage commitment of \$25.00 for customers receiving service under the month to month plan. If the customer's invoiced usage charges are less than the required minimum monthly usage commitment, the customer will be billed and required to pay a short fall charge equal to the difference between the monthly commitment and the actual amount billed. The short fall charge will be applied beginning with the customer's first full month's invoice. ACS/Q.biz is intended for the small business segment billing a total of \$50 to \$2,500 in telecommunications services monthly. This service works well with both single locations and multiple location businesses.

Billing/Rounding

Rates are quoted in full minutes. Call rounding is thirty (30) second initial and one (1) second incremental. Call duration is calculated on a per call basis rounding up to the full increment. Call rating is on a bulk basis (all call duration totaled and then rated). Total is rounded to the nearest full cent.

Rates

See Section 4 of this tariff for intrastate rates.

WorldCard

The WorldCard is billed in initial thirty (30) seconds and in one (1) second additional increments. The WorldCard rates can be found in Section 4.

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Missouri Public

3.10 ACS/Q.biz

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Terms

Service Commission

ACS/Q.biz is available under a month to month plan.

Payphone Use Charge

A charge will apply to calls that originate from any payphone used to access QCC services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with QCC service, applies for the use of the instrument used to access QCC service and is unrelated to the QCC service accessed from the payphone. Customers will be charged the payphone use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

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SECTION 3 - DESCRIPTION OF SERVICE Missouri Public

3.11 ACS/Q.guaranteed

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General Description

Service Commission

ACS/Q.guaranteed is a voice and data service offering flat rates based on a month to month plan. ACS/Q.guaranteed is designed for new businesses with a monthly revenue between \$100 to \$100,000.

Billing and Rounding

Rates are quoted in full minutes. Call rounding is six (6) second initial and one (1) second incremental.

Rates

See Section 4 of this tariff for intrastate rates.

Guarantees

ACS/Q.guaranteed Customers are eligible to receive the following guarantees:

Rate Guarantee

QCC guarantees that if tariffed usage rates increase or tariffed discounts decrease beyond the tariff in effect at the time the Customer begins a plan, these usage rate increases or discount decreases will not be passed on to the Customer during the length of the Customer's plan. This guarantee does not apply to rate modifications instituted by QCC in response to the actions of any regulatory agency, legislative body or court of competent jurisdiction.

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3.11 ACS/Q.guaranteed (Continued)

REC'D JAN 30 2002

Customer Satisfaction Guarantee

Service Commission

- a. After installation of your QCC service, if you are dissatisfied with QCC service for quality or service reasons and decide that you wish to cancel your service, QCC will reimburse you for applicable installation costs associated with switching you back to your previous long distance carrier.
- b. QCC will credit customers utilizing switched access services an amount equal to any Primary interexchange Carrier (PIC) change charge actually incurred up to a maximum of \$10.00 per line. QCC will credit customers utilizing dedicated access services an amount equal to the applicable installation charges actually incurred by the customer up to a maximum of \$200 per DS-0 line, limit 100 DSOs. In order to qualify for this promotion, customer must submit invoices documenting the installation charges for which it seeks a credit.
- c. In order to qualify for this guarantee, the customer must notify QCC in writing of its intent to cancel service provided by Phoenix Network, Inc. service thirty (30) days prior to the requested termination date. Written notification must be sent to:

Phoenix Network, Inc.  
% Qwest  
555 17<sup>th</sup> Street  
Denver, CO 80202

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3.11 ACS/Q.guaranteed (Continued)

Toll Free Service Assurance Guarantee

If a Toll-Free line provided by QCC to the Customer is subject to a "Service Disruption", QCC will, within 15 minutes of the exact time of completion of the Confirmation Process, reroute traffic from the Affected Toll-Free Line to any working number: (i) terminating in forty-eight (48) contiguous United States "Domestic U.S."); and, (ii) which is provided by QCC to the Customer. If QCC fails to reroute such traffic within fifteen (15) minutes after completion of the Confirmation Process ("Toll-Free Line Outage"), QCC will credit to the Customer's account an amount equivalent to the lesser of: (i) one hundred percent (100%) of the usage for the Affected Toll-Free Line for the entire month in which the Toll-Free Line Outage occurred; or, (ii) one hundred ten percent (110%) of the usage for the Affected Toll-Free Line in the month prior to the month in which the Toll-Free Line Outage occurs.

- a. "Service Disruption" is defined as a degradation in the performance of a toll-free line provided by QCC to the Customer ("Affected Toll-Free Line") which completely disallows QCC from terminating calls to such Affected Toll-Free Line.
- b. The "Confirmation Process" is defined as (i) the Customer's telephonic notification to a QCC Customer Service Representative of a Service Disruption and the furnishing by the Customer of certain information (including the Customer's name and address, the Customer's QCC account number and the Affected Toll-Free Line, the service subscribed to by the Customer and the approximate time the Service Disruption began; and, (iii) acknowledgment from such QCC Customer Service Representative that traffic to the Affected Toll-Free Line will, in accordance with the terms of this guarantee, be rerouted within 15 minutes of the conclusion of the Customer's telephone call to QCC.

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3.11 ACS/Q.guaranteed (Continued)

Service Commission

Toll Free Service Assurance Guarantee (Continued)

- c. The credit will be applied within sixty (60) days of the Service Disruption. The credit will be calculated based on all calls to the Affected Toll-Free Line(s) and applied to the Customer's interstate usage.
- d. QCC is guaranteeing only that calls will be rerouted within 15 minutes upon completion of the Confirmation Process, not that service will be restored to the main location in that timeframe. QCC's only obligation under this Guarantee is to issue the appropriate credit as described above.
- e. A maximum of five (5) affected toll free numbers per Customer, per occurrence will be covered under this Guarantee.
- f. The customer is required to designate and provide to QCC a working telephone number with enough capacity to handle the rerouted traffic. QCC will not be responsible or liable for uncompleted calls due to problems with the working telephone number or insufficient capacity or number of lines at the working telephone number designated by the Customer.
- g. The Toll-Free Service Assurance Guarantee shall not apply for the following:
  - 1) a Service Disruption is caused by the negligence, errors, or omission of the affected Customer or others authorized by the Customer to use the Customer's service;
  - 2) a Service Disruption is caused due to the failure or malfunction of any power, equipment, service, or systems not provided directly by QCC;

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3.11 ACS/Q.guaranteed (Continued)

Toll Free Service Assurance Guarantee (Continued)

Service Commission

- 3) a Service Disruption occurs during any period in which QCC or its agents are not afforded access to the premises where access lines associated with the Affected Toll-Free Line is terminated; provided, however, that such access is needed to prevent Service Disruption;
- 4) a Service Disruption occurs during any period when the Customer has released the service to QCC for maintenance or rearrangement purposes, or for the installation or de-installation of a Customer order;
- 5) a Service Disruption occurs during a period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis;
- 6) a Service Disruption occurs due to network busy conditions;
- 7) a Service Disruption non immediately/promptly reported to QCC;
- 8) a Service Disruption is caused by the failure of an underling local exchange carrier or third party carrier of local, switched and/or dedicated service that QCC relies on to provide service to the Customer;
- 9) a Service Disruption is caused by the failure of the National SMS 800 database and/or system;
- 10) QCC is not the Responsible Organization ("Resp Org") for the Affected Toll-Free Line;

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3.11 ACS/Q.guaranteed (Continued)

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Toll Free Service Assurance Guarantee (Continued)

Service Commission

- 11) The on-line portion in a multi-carrier situation;
- 12) The Customer is utilizing QCC's Toll-Free Verified and Non-verified PAC, GeoRouting, or Menu Routing services;
- 13) a Service Disruption caused by the Customer's use of QCC services in any unauthorized or unlawful manner; and/or,
- 14) a Service Disruption is caused by or resulting from a *force majeure* event beyond the reasonable control of QCC including, but not limited to, an act of God, government regulations, or national emergency.

The following two performance guarantees are available to all Customers:

Network/Service Availability Guarantee

QCC guarantees for all Basic Digital Service, Extended Digital Service, Terrestrial Digital Service, and High Speed Digital Service circuits that it will provide an average of 99.9% Customer network availability and 99.85% end-to-end availability (when access is ordered by QCC on behalf of the Customer) per month for all ACS/Q.guaranteed Customers or the Customer is entitled to receive a credit equal to 10% of the Customer's network port and PVC/CIR monthly recurring charges for that month. This credit will be applied on the Customer's subsequent month's invoice and shall be in lieu of any service interruption or outage credit(s) that Customer might have been entitled to receive as set forth in this tariff. This credit is applicable on a per account basis per month and is based on the average availability across

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3.11 ACS/Q.guaranteed (Continued)

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Network/Service Availability Guarantee (Continued)

Service Commission

all of Customer's circuits throughout the given month. This guarantee shall not apply to QCC Access Service or QCC Private Line Service.

Network availability is measured as the total number of minutes in a calendar month during which private line circuits are available to exchange data between two network end points, divided by the total number of minutes in a calendar month. For the purposes of this guarantee, a lapse in network availability is calculated commencing with the date on which the Customer informs QCC of service non-availability and ends on the date of service restoration. For purposes of this measurement, the private line circuit will be measured from Point of Presence to Point of Presence and will not include customer premise equipment or local access facilities.

No credit allowances will be made for:

1. Circuits provisioned within the last 30 days.
2. Interruptions caused by the negligence of the Customer or others authorized by the customer to use the customer's service.
3. Interruptions due to failure of power, equipment, service, or systems not provided by QCC.
4. Interruptions during any period in which QCC or its agents are not afforded access to the premises where the access lines associated with the Customer's service are terminated.
5. Interruptions during any period when the Customer or user has released service to QCC for maintenance or rearrangement purpose, or for the installation of a Customer service order.

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3.11 ACS/Q.guaranteed (Continued)

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Network/Service Availability Guarantee (Continued)

Service Commission

6. Interruptions during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.
7. *Force majeure* events beyond the reasonable control of QCC including, but not limited to, acts of God, government regulation, national emergency, failure of power, system failure, or service not supplied by QCC or the access provider.
8. Labor Strikes.

End-to-end availability is measured as the total number of minutes in a calendar month during which private line circuits are available to exchange data between two network end points, divided by the total number of minutes in a calendar month. For the purposes of this guarantee, a lapse in network availability is calculated commencing with the date on which the Customer informs LCI of service non-availability and ends on the date of service restoration. For purposes of this measure, the private line circuit will be measured from demarcation point to demarcation point, and will not include customer premise equipment.

Calculation: Monthly Network Availability Time (%) - 1- [Total minutes of network non-availability per month / (Total number of private line circuits x days in month x 24 hours x 60 minutes)].

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SECTION 102-OBSOLETE PRODUCTS AND SERVICES FOR PHOENIX NETWORK, INC.

SECTION 3 - DESCRIPTION OF SERVICE

3.11 ACS/Q.guaranteed (Continued)

Guarantees (Continued)

Network Transit Delay Guarantee

QCC guarantees to achieve a one-way Network Transit Delay within the Continental United State for 100 byte frames at 35 milliseconds or less, 500 byte frames at 95 milliseconds or less, and 1,600 byte frames at 250 milliseconds or less (including protocol overhead). Network Transit Delay (Latency) measures only delay on the QCC network, external factors which may cause delay (e.g., access serialization, access link congestion) are excluded from the measurement. If QCC does not meet this guarantee, the Customer is entitled to a credit equal to 10% of the Customer's network port and PVC/CIR monthly recurring charges for that month.

Definition: Network Transit Delay (Latency) measures one-way delay between the origination and destination infrastructure ports. It is defined as the period of time commencing with transmission of the last bit of a packet from the origination infrastructure.

Exclusions: Network Transit Delay (Latency) measurements shall not include periods of non-availability resulting in whole or in part from one or more of the following causes:

1. Any act or omission causing interruptions by negligence on the part of the customer, its contractors, any local access provider, or any other entity over which the customer exercises control or has the right to exercise control.
2. Interruptions during any period in which QCC or its agents are not afforded access to the premises where the access lines associated with the Customer's service are terminated.

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3.11 ACS/Q.guaranteed (Continued)

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Network Transit Delay Guarantee (Continued)

Service Commission

3. Interruptions during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.
4. Any circuits provisioned within the last 30 days.
5. Scheduled maintenance interruptions and outages.
6. Labor strikes.
7. *Force majeure* events beyond the reasonable control of QCC including, but not limited to, acts of God, government regulation, national emergency, failure of power, system failure, or service not supplied by QCC or the access provider.
8. During periods in which a major network component (e.g., backbone link or gateway switch) is not functioning and the network is in an emergency reroute configuration.
9. Interruptions due to failure of power, equipment, service, or systems not provided by QCC.

Credit Limitation: If the Customer experiences network or service performance for QCC FramePlus Frame Relay at levels below those stated herein for two or more elements (Network Availability, Frame Delivery, and Network Transit Delay) in the same month, the Customer is entitled to receive credits pursuant to one of the applicable credit sections only. In addition, QCC will not issue credits pursuant to the Service Level Guarantee for more than six months in any twelve month period.

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3.11 ACS/Q.guaranteed (Continued)

Network Transit Delay Guarantee (Continued)

Availability: Tariffed QCC FramePlus Frame Relay service elements may not be available at or between all service points.

Enhanced Toll Free Features

ACS/Q.guaranteed offers Enhanced Toll Free Features for all ACS/Q.guaranteed Customers. See Section 4 of this tariff for rates.

Payphone Use Charge

A charge will apply to calls that originate from any payphone used to access QCC services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with QCC service, applies for the use of the instrument used to access QCC service and is unrelated to the QCC service accessed from the payphone. Customers will be charged the payphone use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

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SECTION 4 - RATES AND CHARGES

REC'D JAN 30 2002

4.1 **Outbound Equal Access Rates - Per Minute of Use**

Service Commission  
N/WE

	<u>Mileage</u>	<u>Day</u>	<u>Evening</u>	<u>N/WE</u>
<u>EM, RA</u>	0-End	.2305	.2305	.2305
<u>EA, AO</u>	0-End	.2205	.1980	.1980
<u>S1</u>	0-End	.2520	.2520	.2520
<u>PE</u>	0-End	.1495	.1495	.1495
<u>AF</u>	0-End	.2160	.2160	.2160
<u>WF, W3, E2</u>	0-End	.2015	.2015	.2015
<u>LF</u>	0-End	.1550	.1550	.1550
<u>EF</u>	0-End	.1690	.1690	.1690
<u>W2</u>	0-End	.2155	.2155	.2155
<u>W4</u>	0-End	.1695	.1695	.1695

EA and AO customers are billed a monthly \$5 Network Access fee.  
PE, E2, W2, W3, and W4 customers are charged a \$15 monthly charge.

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SECTION 4 - RATES AND CHARGES

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4.1 Outbound Equal Access Rates - Per Minute of Use (Continued)

Service Commission

	<u>Mileage</u>	<u>Day</u>	<u>Evening</u>	<u>N/WE</u>
<u>F1</u>	0-End	.2000	.2000	.2000
<u>F2, F3</u>	0-End	.2305	.2305	.2305
<u>P1, P2</u>	0-End	.1495	.1495	.1495
<u>P3</u>	0-End	.1395	.1395	.1395
<u>P6</u>	0-End	.1495	.1495	.1495
<u>PC, PM, PW</u>	0-End	.2015	.2015	.2015
<u>A2</u>	0-End	.1990	.1765	.1765

P1, P2, P3, PC, PM, F2, and PW customers are charged a \$15 monthly charge.

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 MISSOURI PUBLIC

SECTION 4 - RATES AND CHARGES

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4.1 Outbound Equal Access Rates - Per Minute of Use (Continued)

Service Commission

	<u>Mileage</u>	<u>Initial Period</u>	<u>Add'l Periods</u>	
<u>TNT</u>	0-End	.0630	.0210	
<u>TNT Plus</u>	0-End	.0140	.0140	
	<u>Mileage</u>	<u>Day</u>	<u>Evening</u>	<u>N/WE</u>
<u>AmeriWats</u>	0-End	.1700	.1700	.1700
<u>AmeriTel</u>	0-End	.1700	.1700	.1700

	<u>Mileage</u>	<u>Peak Rates</u>	<u>Off Peak Rates</u>
<u>Tele-Trend Option A</u>	0-End	.2190	.1969
<u>Tele-Trend Option B</u>	0-End	.2174	.1957
<u>Tele-Trend Option C</u>			
Under \$1,000	0-End	.2249	.2024
Over \$1,000	0-End	.1663	.1497
<u>Tele-Trend Option E</u>	0-End	.1800	.1620

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SECTION 102-OBSOLETE PRODUCTS AND SERVICES FOR PHOENIX NETWORK, INC.

SECTION 4 - RATES AND CHARGES

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4.1 **Outbound Equal Access Rates - Per Minute of Use (Continued)**

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4.1.1 Discounts

Service Commission

<u>EM</u>	First \$200/Mo.	0%
	\$200 to \$2,000/Mo.	8%
	Over \$2,000/Mo.	18%
<u>AF, WF, LF, EF</u>	First \$250/Mo.	0%
	\$251 to \$500/Mo.	3%
	\$501 to \$1,000/Mo.	5%
	\$1,001 to \$2,500/Mo.	7%
	\$2,501 to \$5,000/Mo.	10%
	over \$5,000/Mo.	12%
<u>S1</u>	First \$200/Mo.	0%
	\$200 to \$2,000/Mo.	10%
	over \$2,000/Mo.	20%

S1 subscribers who pay their monthly charges on a timely basis for eleven consecutive months receive in their bill on the succeeding month a credit equal to the lesser of: the domestic usage billed, or the average domestic usage billed over the tenth, eleventh, and twelfth months, provided that the credit may not exceed a maximum of \$2,000.

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4.1.1 Discounts (Continued)

		<u>Day</u>	<u>Evening</u>	<u>N/WE</u>
<u>A-2</u>	First \$200/Mo.	0%	0%	0%
	From \$200 to \$2,000/Mo.	8%	4%	2%
	Over \$2,000/Mo.	20%	10%	5%

A-2 subscribers also receive four free months over the course of two years - applied as a credit against the customer's bill in months 6, 12, 18, and 24. Free month is equal to the average usage of the previous five paid months and does not include calling card, 800#, directory assistance or operator assistance usage. In additions, Customers responding to the Company's confirmation letter within two weeks receive 60 free minutes of long distance.

PE, E2 Subscribers to these services who bill more than \$2,500 per month receive one free month of outbound usage after 12 paid months. Free month is equal to average of last 12 months usage for these services and will be in the form of a non-refundable credit on the Customer's invoice.

PM Subscribers to this service billing more than \$1,000 per month receive one free month of outbound usage after 12 paid months. Free month is equal to average of last 12 months usage for these services and will be in the form of a non-refundable credit on the Customer's invoice.

F3, P6 Subscribers receive one free month of outbound usage after 12 paid months. Free month is equal to average of last 12 months usage for these services and will be in the form of a non-refundable credit on the Customer's invoice. In addition, Customers responding to the Company's confirmation letter within two weeks receive 60 free minutes of long distance.

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4.2 Inbound Equal Access Rates - Per Minute of Use

	<u>Mileage</u>	<u>Day</u>	<u>Evening</u>	<u>N/WE</u>
<u>MF</u>	0-End	.1650	.1650	.1650
<u>8F, PX, WX</u>	0-End	.2015	.2015	.2015
<u>WA</u>	0-End	.1695	.1695	.1695
<u>EX</u>	0-292	.2390	.1970	.1587
	293-430	.2473	.2038	.1640
	431-925	.2515	.2070	.1668
	926-1910	.2595	.2137	.1720
	1911-3000	.2635	.2170	.1747
	3001-End	.2880	.2370	.1907

MF, 8F, WA, WX, and PX subscribers are required to bill a minimum of \$25 per month. WA, WX, and PX subscribers are billed a \$5 per month service charge. EX subscribers are billed an \$18 per month service charge. EX accounts billing over \$500 per month incur no monthly charge. WX subscribers billing more than \$2,500/month receive one free month of inbound usage after 12 paid months. Free month is equal to the average of the last 12 months usage for this service and will be in the form of a non-refundable credit on the Customers invoice.

	<u>Initial Period</u>	<u>Add'l Periods</u>
<u>TNT 800</u>	.0570	.0190
<u>TNT Agent 800</u>	.0525	.0175
<u>TNT 800 Plus</u>	.0480	.0160
<u>TNT OMNI 800S</u>	.0630	.0210
<u>TNT OMNI 800S Plus</u>	.0420	.0140

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SECTION 4 - RATES AND CHARGES

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4.2 **Inbound Equal Access Rates - Per Minute of Use (Continued)** Service Commission

	<u>Mileage</u>	<u>Day</u>	<u>Evening</u>	<u>N/WE</u>
<u>AmeriWats Toll-Free</u>	0-End	.2000	.2000	.2000
<u>AmeriTel Toll-Free</u>	0-End	.1700	.1700	.1700

	<u>Mileage</u>	<u>Day Rate</u>	<u>Off Peak Rate</u>
<u>Tele-Trend Option D</u>			
Under \$1,000	0-End	.2249	.2024
Over \$1,000	0-End	.1663	.1497

4.2.1 Discounts

<u>MF, 8F</u>	First \$250/Mo.	0%
	\$251 to \$500/Mo.	3%
	\$501 to \$1,000/Mo.	5%
	\$1,001 to \$2,500/Mo.	7%
	\$2,501 to \$5,000/Mo.	10%
	over \$5,000/Mo.	12%
<u>EX</u>	First \$50/Mo.	15%
	\$50 to \$350/Mo.	20%
	\$350 to \$1350/Mo.	25%
	Over \$1350/Mo.	30%

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SECTION 102-OBSOLETE PRODUCTS AND SERVICES FOR PHOENIX NETWORK, INC. **Missouri Public**

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4.3 Dedicated Access Services Rates - Per Minute of Use

Service Commission

	<u>Mileage</u>	<u>Day</u>	<u>Evening</u>	<u>N/WE</u>
<u>DA</u>	0-55	.1220	.0860	.0780
	56-292	.1440	.1000	.0900
	293-430	.1560	.1100	.0970
	431-925	.1710	.1190	.1070
	926-1910	.1840	.1280	.1140
<u>T-</u>	0-End	.1425	.1425	.1425
<u>DS</u>	0-55	.0990	.0735	.0655
	56-292	.1090	.0890	.0755
	293-430	.1290	.0935	.0790
	431-925	.1390	.1035	.0855
	926-1910	.1490	.1090	.0955
<u>DX</u>	0-292	.1532	.1252	.1043
	293-430	.1615	.1318	.1100
	431-925	.1658	.1355	.1128
	926-1910	.1743	.1427	.1188

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4.3 Dedicated Access Services Rates - Per Minute of Use (Continued)

	<u>Mileage</u>	<u>Day</u>	<u>Evening</u>	<u>N/WE</u>
<u>AmeriWats Plus</u>	0-End	.1250	.1250	.1250
<u>AmeriTel Plus</u>	0-End	.1250	.1250	.1250
<u>AmeriWats Toll-Free Plus</u>	0-End	.1250	.1250	.1250
<u>AmeriTel Toll-Free Plus</u>	0-End	.1250	.1250	.1250

	<u>Initial Period</u>	<u>Add'l Periods</u>
<u>TNT Dedicated</u>	.0390	.0130
<u>TNT Dedicated Plus</u>	.0120	.0120
<u>TNT 800 Dedicated</u>	.0390	.0130
<u>TNT 800 Dedicated Plus</u>	.0120	.0120

	<u>Mileage</u>	<u>Peak Rates</u>	<u>Off Peak Rates</u>
<u>Tele-Trend Option B</u>	0-End	.1328	.1195
<u>Tele-Trend Option C</u>	0-End	.1225	.1103
<u>Tele-Trend Option D</u>	0-End	.1225	.1103

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4.3.1 Discounts

<u>DA</u>	First \$7,500/Mo.	5%
	over \$7,500/Mo	10%
<u>DX</u>	\$0 to \$10,000/Mo.	15%
	\$10,000 to \$30,000/Mo.	25%
	over \$30,000/Mo.	30%

		<b>Term Length</b>		
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
<u>T-</u>	\$0-4,000	0%	4%	6%
	\$4,000-7,000	2%	4%	6%
	\$7,000-15,000	4%	5%	8%
	\$15,000+	6%	8%	10%

The discount is on all usage and is based on term length.

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**4.4 DNS/SDN**

SDN

Schedule A applies to calls between two on-network stations which use local exchange service access lines or between an on-network station which uses a local exchange service access line and an off-network station, or between two off-network stations in the state.

<u>Mileage</u>	<u>Initial 18 Seconds or Fraction Thereof</u>			<u>Add'l 6 Seconds or Fraction Thereof</u>		
	<u>Day</u>	<u>Evening</u>	<u>N/WE</u>	<u>Day</u>	<u>Evening</u>	<u>N/WE</u>
0-292	.0720	.0612	.0612	.0240	.0204	.0204
293-430	.0720	.0612	.0612	.0240	.0204	.0204
431-End	.0720	.0612	.0612	.0240	.0204	.0204

Schedule B applies to calls between an on-network station which uses a special access line and either an on-network station that uses a local exchange service access line or an off-network station in the state.

<u>Mileage</u>	<u>Initial 18 Seconds or Fraction Thereof</u>			<u>Add'l 6 Seconds or Fraction Thereof</u>		
	<u>Day</u>	<u>Evening</u>	<u>N/WE</u>	<u>Day</u>	<u>Evening</u>	<u>N/WE</u>
0-292	.0429	.0351	.0351	.0143	.0117	.0117
293-430	.0429	.0351	.0351	.0143	.0117	.0117
431-End	.0429	.0351	.0351	.0143	.0117	.0117

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4.4 DNS/SDN (Continued)

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Schedule C applies to calls between two on-network stations which use special access lines.

<u>Mileage</u>	Initial 18 Seconds or Fraction Thereof			Add'l 6 Seconds or Fraction Thereof		
	<u>Day</u>	<u>Evening</u>	<u>N/WE</u>	<u>Day</u>	<u>Evening</u>	<u>N/WE</u>
0-292	.0222	.0156	.0156	.0074	.0052	.0052
293-430	.0222	.0156	.0156	.0074	.0052	.0052
431-End	.0222	.0156	.0156	.0074	.0052	.0052

DNS

<u>Mileage</u>	Initial 18 Seconds or Fraction Thereof			Add'l 6 Seconds or Fraction Thereof		
	<u>Day</u>	<u>Evening</u>	<u>N/WE</u>	<u>Day</u>	<u>Evening</u>	<u>N/WE</u>
0-End	.0714	.0642	.0642	.0238	.0214	.0214

<u>Mileage</u>	<u>Day</u>	<u>Evening</u>	<u>N/WE</u>
<u>BA</u>	0-End	.2160	.1836
<u>BD</u>	0-End	.2142	.1926

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**4.5 Customized Network Services**

**4.5.1 On-Net**

Switched Access Services

<u>Network 1</u>	Rate Per Minute	<u>Network 1-800</u>	Rate Per Minute
Level 1	.1090	Level 1	.1050
Level 2	.1140	Level 2	.1090
Level 3	.1190	Level 3	.1150
Level 4	.1240	Level 4	.1190
Level 5	.1290	Level 5	.1250
Level 6	.1340	Level 6	.1290
Level 7	.1390	Level 7	.1350
Level 8	.1440	Level 8	.1450
Level 9	.1490	Level 9	.1550

Dedicated Access Services

<u>Network T1</u>	Rate Per Minute	<u>Network T1-800</u>	Rate Per Minute
Level 1	.0650	Level 1	.0650
Level 2	.0690	Level 2	.0690
Level 3	.0750	Level 3	.0750
Level 4	.0790	Level 4	.0790
Level 5	.0850	Level 5	.0850
Level 6	.0890	Level 6	.0890

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4.5 Customized Network Services (Continued)

Service Commission

4.5.2 Off-Net

Switched Access Services

<u>Network 1</u>	Rate Per Minute	<u>Network 1-800</u>	Rate Per Minute
Level 1	.1810	Level 1	.1810
Level 2	.1880	Level 2	.1880
Level 3	.1920	Level 3	.1920
Level 4	.2000	Level 4	.2000
Level 5	.2060	Level 5	.2060
Level 6	.2140	Level 6	.2140
Level 7	.2210	Level 7	.2210
Level 8	.2380	Level 8	.2380
Level 9	.2590	Level 9	.2590

Dedicated Access Services

<u>Network T1</u>	Rate Per Minute	<u>Network T1-800</u>	Rate Per Minute
Level 1	.1070	Level 1	.1070
Level 2	.1130	Level 2	.1130
Level 3	.1200	Level 3	.1200
Level 4	.1270	Level 4	.1270
Level 5	.1360	Level 5	.1360
Level 6	.1460	Level 6	.1460

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4.6 Calling Card Services

Service Commission

4.6.1 QCC Travel Card

Flat rate of \$.22 per minute with a \$.55 surcharge per call and one minute billing increments.

4.6.2 QCC Choice Card

Flat rate of \$.27 per minute and six second billing increments (60 second minimum).

4.6.3 Custom Combination Calling Card Service

When the Custom Combination Calling Card is used as a travel card, there are two rate elements. They include a usage charge with a six second billing increment (30 second minimum), and a surcharge. The surcharge is \$.50 per message. The usage charges are as follows:

<u>Day Rate</u>		<u>Evening Rate</u>		<u>N/W Rate</u>	
<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>
<u>Period</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>
.1050	.0210	.0950	.0190	.0850	.0170

4.6.4 Horizon 23 Calling Card:

Flat rate of \$.23 per minute and six second billing increments (30 second minimum).

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4.6 **Calling Card Services (Continued)**

4.6.5 AmeriWats Travel Card

Flat rate of \$.20 per minute, and a \$.30 surcharge for business customers and a \$.60 surcharge for Residential Customers per call and one minute billing increments.

4.6.6 AmeriTel Travel Card

Flat rate of \$.25 per minute, with no surcharges and six second billing increments (60 second minimum).

4.6.7 Tele-Trend Calling Card

A time-sensitive rated calling card with a peak rate of \$.2294 and an off-peak rate of \$.2065. Subscribers are billed a usage charge with a six second billing increment (18 second minimum), and a per call surcharge of \$.62.

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**4.7 Debit Card Services**

Debit card services are available in ten, fifteen, twenty, thirty and sixty minute denominations, and the pricing is inclusive of all taxes. Rates apply 24 hours a day, seven days a week and are not distance sensitive.

<u>Minutes of Use</u>	<u>Price Per Minute</u>
0 - 10,000	\$ .33
10,000 - 75,000	\$ .25
75,000 +	\$ .19

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In addition, whenever a recharge is made for debit card services, the Customer is charged a fee of \$.50 per recharge.

**4.8 Directory Assistance**

For those Customers subscribing to AmeriConnect's Travel Card Services, the charge is \$.80 per call. Customers subscribing to debit card services, they are charged \$.85 per call. For all other services, the charge is \$.75 per call.

Reserved for future use.

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4.9 ACS/Q.biz

Service Commission

Per Minute Rates:  
Switched Outbound and Inbound Usage Rates

<u>All time periods</u>	<u>Monthly</u>
InterLATA	\$0.1260
IntraLATA	\$0.1260
 <u>WorldCard</u>	
All time periods	\$0.30
Surcharge, per call	\$0.00
Operator Surcharge, per call*	\$2.25
 <u>Payphone Use Charge</u>	 \$0.30
 <u>Inbound 800 Numbers</u>	
First toll free number	\$0.00
Each add'l toll free number (four up to a maximum of seven)	\$5.00

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\* An "Operator Surcharge" applies when the caller: (1) enters nothing, defaults to an operator and requests the QCC operator to complete the call; or, (2) has the ability to complete the dialed digits of their call, but chooses to dial the appropriate operator code only (e.g., 0-, 00, 10432), and requests the QCC operator to complete the call. This surcharge will be in lieu of the existing per call surcharge.

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4.10 ACS/Q.guaranteed

Per Minute Rates:

Dedicated

InterLATA

IntraLATA

Monthly

\$0.067

\$0.067

Service Commission

ACS/Q.guaranteed - Enhanced Toll Free Features

1. Basic Features - Standard: Available to month-to-month customers:

<u>Feature</u>	<u>Monthly Charge</u>	<u>Non-Recurring and Change Charge</u>
Extended Call Coverage	\$ 0.00	\$ 0.00
International Toll Free Service	\$ 0.00	\$ 0.00
Two-way DALs	\$ 0.00	\$ 0.00
Industry Toll Free Directory Assistance (per 800 number)	\$25.00	\$ 25.00
Industry Toll Free Directory Assistance Expedite (per toll free number)	\$ 0.00	\$ 35.00
Project Accounting Codes (per blocks of 100/ both verified and non-verified, switched and dedicated)	\$15.00	\$ 15.00
Tailored Call Coverage (per 800 number)	\$ 0.00	\$ 50.00
Day of Year (Holiday) Routing (per 800 number)	\$ 0.00	\$ 50.00
Time of Day Routing (per 800 number)	\$50.00	\$ 50.00
Day of Week Routing (per 800 number)	\$50.00	\$ 50.00
Percent Allocation Routing (per 800 number)	\$50.00	\$ 50.00
Alternate Call Routing (per 800 number)	\$50.00	\$ 50.00
Geo Routing (per 800 number) (\$0.0005 per MOU)	\$50.00	\$ 50.00
Direct Termination Overflow (per trunk group)	\$50.00	\$ 50.00
Real Time ANI (per trunk group)	\$ 0.00	\$350.00
DNIS (per trunk group)	\$ 0.00	\$350.00
Menu Routing - Per Call Surcharge	\$0.05/call	
Quota Call Allocation	\$50.00	\$ 50.00

Missouri Public

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Service Commission

ISSUE DATE: January 30, 2002

EFFECTIVE DATE: March 4, 2002

Cancelled

by PSC MO No. 5

Missouri Public

Service Commission MO2001-020

By: David Ziegler  
Regional Director, Policy and Law  
1801 California St.  
Denver, CO 80202

SECTION 102-OBSOLETE PRODUCTS AND SERVICES FOR PHOENIX NETWORK, INC.

SECTION 4 - RATES AND CHARGES

Missouri Public

4.10 ACS/Q.guaranteed (Continued)

REC'D JAN 30 2002

2. Toll Free Feature Package 'A':

Service Commission

a. Package includes the following features:

- Time of Day Routing
- Day of Week Routing
- Day of Year (Holiday) Routing
- Percentage Allocation Routing
- Industry Toll Free Directory Assistance

b. Package Rates (for all features listed in Package 'A'):

Monthly Charge	\$100.00
Non-Recurring Charge	\$140.00

3. The first toll free number is free, each additional toll free number is \$5.00 per month, per toll free number.

Payphone Use Charge \$0.30

Missouri Public

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