

**BEFORE THE PUBLIC SERVICE COMMISSION**  
**OF THE STATE OF MISSOURI**

In the Matter of the Request for a Change of       )  
Name from Domino Networks Communications, Inc., ) Case No. TO-2001-492  
to Zephion Networks Communications, Inc.       ) Tariff No. 200100948

**ORDER RECOGNIZING CHANGE OF NAME**

On March 16, 2001, Domino Networks Communications, Inc. (Domino), filed a letter and an adoption notice tariff sheet with the Missouri Public Service Commission (Commission) notifying the Commission of its intent to change its corporate name from "Domino Networks Communications, Inc." to "Zephion Networks Communications, Inc." The effective date of the tariff is April 16, 2001. Domino included with its filing a copy of its Amended Certificate of Authority issued by the Missouri Secretary of State's office on February 6, 2001.

The Staff of the Missouri Public Service Commission (Staff) filed its recommendation with an attached memorandum on March 22, 2001, stating that Staff had reviewed Domino's request and had no objection to the change of corporate name. Staff stated that Domino has met all of the requirements of Commission rule 4 CSR 240-2.060(16), and therefore, the Commission should approve the name change as reflected in the adoption notice tariff sheet.

The Commission has reviewed the filings and finds that the name change should be recognized and the proposed adoption notice tariff sheet should be approved.

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**COMPETITIVE TELECOMMUNICATIONS SERVICE**

**TARIFF SCHEDULE GOVERNING**

**THE PROVISION OF**

**NON-SWITCHED LOCAL AND  
INTRASTATE INTEREXCHANGE  
COMMUNICATIONS SERVICES**

**FURNISHED BY**

**DOMINO NETWORKS COMMUNICATIONS, INC.**

**WITHIN THE**

**STATE OF MISSOURI**

Domino Networks Communications, Inc. is a competitive telecommunications company within the state of Missouri.

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LIST OF WAIVERS

Non-Switched Local Exchange and Intrastate Interexchange Waivers

Statutes

392.210.2	--	Uniform System of Accounts
392.240(1)	--	rate making
392.270	--	valuation of property (rate making)
392.280	--	depreciation accounts
392.290	--	issuance of securities
392.300.2	--	acquisition of stock
292.310	--	stock and debt issuance
392.320	--	stock dividend payment
392.330	--	issuance of securities, debts and notes
392.340	--	reorganization(s)

Commission Rules

4 CSR 240-10.020	--	depreciation fund income
4 CSR 240-30.010(2)(c)	--	rate schedules
4 CSR 240-30.040	--	Uniform System of Accounts
4 CSR 240-33.030	--	minimum charges rule
4 CSR 240-35	--	Bypass

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EXPLANATION OF SYMBOLS

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

- |          |   |  |
|----------|---|--|
| <b>C</b> | - | To signify changed regulation.                                   |
| <b>D</b> | - | To signify discontinued rate or regulation.                      |
| <b>I</b> | - | To signify increased rate.                                       |
| <b>M</b> | - | To signify a move in the location of text.                       |
| <b>N</b> | - | To signify new rate or regulation.                               |
| <b>R</b> | - | To signify reduced rate.   |
| <b>S</b> | - | To signify reissued matter.                                      |
| <b>T</b> | - | To signify a change in text but no change in rate or regulation. |

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of non-switched local exchange and intrastate interexchange communication services by Domino Networks Communications, Inc., and complies with Missouri Public Service Commission Rules and Section 392.455, RSMo 2000.\*\*\*

\*\*\* All citations to statutory sections are to the 2000 Revised Statutes of Missouri, as currently supplemented, unless otherwise indicated.

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**TARIFF FORMAT**

- A. Page Numbering - Page numbers appear in the upper-right corner of the Page. Pages are numbered sequentially. However, new Pages are occasionally added to the tariff.
- B. Page Revision Numbers - Revision numbers also appear in the upper-right corner of the Page. These numbers are used to determine the most current Page version on file with the Commission. For example, 4th Revised Page 14 cancels 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS**

1.1 Definitions

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

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

BPS: Bits Per Second.

Broadband Circuits: Circuits with a capacity greater than DS-1 capacity or 1.544 Mbps.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Capacity: The carrying ability of a dedicated leased line measured in bits per second.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Commission: The Public Service Commission of Missouri.

Company: Domino Networks Communications, Inc., the issuer of this tariff.

Completed Calls - Completed calls are calls answered on the distance end. In the event a customer is charged for an incomplete call, the Company will issue a credit to the customer upon request.

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

Customer Provided Equipment - Terminal equipment provided by a customer.

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D)**

**1.1 Definitions (Cont'd)**

Day Rate Period - 8:00 a.m. through 4:59 p.m., Monday through Friday.

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

Dedicated Access Arrangement: An arrangement whereby the facilities used between the Customer's premises and the Company's point of presence are directly linked. Such arrangement may involve interconnection facilities provided by another carrier or a local access provider.

Dedicated Access Circuit: Access facilities between the Customer's premises and the Company's point of presence which are used exclusively for the transmission of the customer's calls using the Company's services.

Digital Service(DS): Hierarchy of digital signal speeds used to classify capacity of lines and trunks.

DS-0: Digital Service, Level 0. Measured at 64,000 bps, it is the worldwide standard for digitizing one voice conversation using pulse code modulation (PCM).

DS-1: Digital Service, Level 1. Consists of 24 DS-0 channels and has a capacity of 1.544 Mbps.

DS-3: Digital Service, Level 3. Equivalent of 28 DS-1 channels and operating at 44.736 Mbps. (Also known as T-3).

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

Disconnection - The disabling of circuitry preventing outgoing and incoming toll communication service provided by Carrier.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D)

1.1 Definitions (Cont'd)

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

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

Evening Rate Period - 5:00 p.m. through 10:59 p.m., Sunday through Friday.

FCC: The Federal Communications Commission.

Fractional DS-1: Circuits with a bandwidth or capacity below DS-1 speeds with a capacity equal to "n" times 64 Kbps, where "n" equals the whole number of DS-0 equivalent increments, and is less than 24 (i.e., n=4 is 4 DS-0 increments or 256 Kbps).

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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

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

Interexchange Carrier (IC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D)**

1.1 Definitions (Cont'd)

Interconnection Facilities: Circuits and/or dedicated access arrangements provided by the Customer or a third party supplier to interconnect the Customer with the Company's service. The Customer shall have sole responsibility for the ordering, installation, maintenance, and payment of such facilities.

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

Kbps: Kilobits per second.

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

Latency: The time it takes for information to get through the network, sometimes referred to as delay.

Local Access Circuit: A dedicated circuit provided by a Local Exchange Carrier connecting the customer's presence with a Company point of presence (POP).

Local Calling: A completed call or telephonic communications between a calling Station and any other Station within the local service area of the calling Station.

Mbps: Megabits, or millions of bits, per second.

Message - A completed telephone call by a customer or user.

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

Night/Weekend Rate Period - 11:00 p.m. through 7:59 a.m., every day; 8:00 a.m. through 10:59 p.m. Saturday; and 8:00 a.m. through 4:59 p.m. Sunday.

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D)**

**1.1 Definitions (Cont'd)**

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

Normal Business Hours - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

On-Net Circuit: A dedicated Leased Line Inter-Office Channel (IOC) that is provisioned: (i) entirely between two POPs in separate LATAs; and (ii) utilizes only the Company's fiber optic lines.

Optical Carrier - Level N (OC-N): The optical interface designed to work with the STS-n signaling rate in a Synchronous Optical Network (SONET). OC-1 is a 51.840 Mbps signal.

Point of Presence (POP): The Company's physical presence in a local calling area or LATA which is used for the purpose of transmitting telephone calls or dedicated interconnection with a LEC.

Port: The point of entry into a public frame relay or ATM network service. Each port is fixed at a presubscribed speed.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

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

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D)**

**1.1 Definitions (Cont'd)**

Service Commencement Date: For Special Access Service and Direct Connect Switched Access Service, the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order: The written request for Access Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Service(s): The Company's telecommunications Services offered on the Company's network.

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

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

Subscriber: See Customer.

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D)**

**1.1 Definitions (Cont'd)**

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

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

Virtual Circuit (VC): A communications link - voice or data - that appears to the user to be a point-to-point circuit. Vcs are two-way, software-defined data paths between two ports that act as replacements for private or dedicated leased lines in the customer's network. A virtual circuit is referred to as a logical, rather than a physical path, for a call.

**1.2 Abbreviations:**

FCC - Federal Communications Commission

IXC - Interexchange Carrier

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

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**SECTION 2 – RULES AND REGULATIONS**

2.1 Undertaking of the Company

2.1.1 Scope

Services and facilities are furnished for communications originating and terminating within the State under the terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

The Company arranges for installation, operation and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth in this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network.

The Company offers its services to business customers only.

2.1.2 Limitations

2.1.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment is not available.

2.1.2.2 The Company reserves the right to discontinue service, in accordance with Commission rules, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.3 Terms and Conditions**

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, orally or in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.

2.1.3.3 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, orally or in writing, on not less than 30 days notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Missouri.

2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.3 Terms and Conditions (Cont'd)**

2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall be solely responsible for any damages to or loss of Company equipment while on the premises of User unless such damage is caused by the negligence or misconduct of the Company, its employees, subcontractors or agents.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.4 Liability of the Company**

2.1.4.1 Company's liability for willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a subscriber or any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to the lesser of \$1000 or the actual damages or injury sustained, which in the event of any failure of service shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Carrier.

2.1.4.2 The Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Carrier.

2.1.4.3 Company shall be indemnified and held harmless by the customer against:

- (a) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (b) Claims for patent infringement arising from combining or connecting the Carrier's facilities with apparatus and systems of the Customer; and
- (c) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Carrier.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.4 Liability of the Company (Cont'd)**

2.1.4.4 The Company will, as a service to the Customer, arrange for listing the Customer's telephone number in the dominant local exchange carrier's local telephone directory, such listing to consist of one line of standard type in the directory. In the absence of gross negligence or willful misconduct, The Company will not be liable to the Customer, or any third party, for any claims, damages, or otherwise, but not limited to any omitted listings from or erroneous listings in the local telephone directory due to the negligence on the part of the dominant local exchange carrier. When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from the publishing of a non-published number in a directory or its disclosure to someone. If, in error, the telephone number is published in a directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

2.1.4.5 The Carrier makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

2.1.4.6 The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty days after the alleged delinquency occurs.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.4 Liability of the Company (Cont'd)**

**2.1.4.7 With respect to Emergency Number 911 Service:**

- (a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- (b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.5 Notification of Service-Affecting Activities**

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

**2.1.6 Provision of Equipment and Facilities**

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

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

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.2 Prohibited Uses

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

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

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer (Cont'd)**

**2.3.1 General (Cont'd)**

- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer (Cont'd)**

**2.3.1 General (Cont'd)**

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer (Cont'd)**

**2.3.2 Claims**

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

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

**2.4 Customer Equipment and Channels**

**2.4.1 General**

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

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels (Cont'd)**

**2.4.2 Station Equipment**

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

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels (Cont'd)**

**2.4.3 Interconnection of Facilities**

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

**2.4.4 Inspections**

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels (Cont'd)**

**2.4.4 Inspections (Cont'd)**

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.5 Payment Arrangements**

**2.5.1 Payment for Service**

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

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. All charges other than taxes or franchise fees will be submitted to the Commission for prior approval.

**2.5.1 Payment for Service**

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

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.5 Payment Arrangements (Cont'd)**

**2.5.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customer. A Customer shall have at least twenty-one (21) days from the rendition of a bill to pay the charges stated. If the charges remain unpaid for twenty-one (21) days, such charges will be deemed delinquent.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due. Customers will be charged a late payment penalty in the amount of one and one-half percent (1.5%) per month of the past-due amount and any charges associated with disconnection and re-connection of service.

2.5.2.5 Return check charges may be applied in an amount not to exceed that allowed under Missouri statutes.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.5 Payment Arrangements (Cont'd)**

**2.5.3 Disputed Bills**

The Customer shall notify the Company, orally or in writing, of any disputed items on a bill within 30 days of receipt of the bill, although the Commission has authority to review billing and charges at any time. Customer Service Representatives can be reached via the following toll free number: 1-888-535-4226. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Missouri Public Service Commission in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

**2.5.4 Advance Payments**

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

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.5 Payment Arrangements (Cont'd)**

**2.5.5 Deposits**

The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for Service. Upon application for Service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then-existing credit policies.

The Company may require a deposit [if the Customer is unable to establish a good credit rating], or if the Customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months service based on the average bill during the preceding twelve months or in the case of new applicants, two months average monthly bill for all subscribers within a customer class.

In lieu of a deposit, Company may accept a written guarantee. The guarantee shall not exceed the amount of a cash deposit that the company could request under this section.

The deposit shall bear interest at a rate which is equal to one percent (1%) above the prime lending rate as published in the *Wall Street Journal*. This rate shall be adjusted annually on December 1 using the prime lending rate, as published in the *Wall Street Journal* on the last business day of September of each year, plus one percent (1%). The interest shall be credited annually upon the account of the customer or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the Customer.

Upon discontinuance or termination of service, the deposit will be credited, with accrued interest, to the charges stated on the final bill, and any balance will be returned to the Customer within twenty-one (21) days of the rendition of the final bill.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.5 Payment Arrangements (Cont'd)**

**2.5.5 Deposits (Cont'd)**

Upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods, guarantors will be released or deposits with accrued interest will be refunded or credited against charges on subsequent bills. Payment of charges will be considered satisfactory if received prior to the date on which the charge becomes delinquent provided the charge is not in dispute. The Company may withhold the refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit.

The Company will maintain records of all pertinent information with regard to each deposit held for a period of at least two (2) years after the refund is made.

The Company will permit a customer to post a deposit required as a condition of continued service in two (2) equal monthly installments or as otherwise agreed upon. The Company will bill these installments as a line-item on customer bills.

No deposit, guarantee, additional deposit nor additional guarantee will be required by the Company because of race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability or geographical area of residence.

The company will provide within ten (10) days of a customer request a receipt that contains information pertinent to that deposit.

At the time an application for service is made, an applicant may be required to pay an advance payment equal to at least one month's service, and/or service connection charges, which will be applicable to the Customer's account on the first bill rendered.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.5 Payment Arrangements (Cont'd)**

**2.5.6 Discontinuance of Service**

Carrier, upon ten (10) days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Nonpayment of a delinquent charge except as limited by law;
- B. Failure to post a required deposit or guarantee;
- C. Unauthorized use of telecommunications company equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- D. Failure to comply with terms of a settlement agreement;
- E. Refusal after reasonable notice to permit inspection, maintenance or replacement of telecommunications company equipment.
- F. Material misrepresentation of identity in obtaining telecommunications company service; or
- G. As provided by state or federal law.
- H. Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.
- I. At least twenty-four (24) hour preceding discontinuance, the Company shall make reasonable efforts to contact the Customer to advise them of the proposed discontinuance and what steps must be taken to avoid it.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions:

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

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.3 Use of Alternative Service Provided by the Company:

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are not cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

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

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.7 Cancellation of Service (Cont'd)**

**2.7.2 Cancellation of Service by the Customer**

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

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

**2.8 Transfer and Assignments**

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is not interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.9 Notices and Communications**

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

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.10 Timing of Calls - Usage Sensitive Products**

2.10.1 The Customer's usage charges is based on the actual duration of the telephone call. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling party hangs up.

2.10.2 Minimum billed call duration and billing increments differ from product to product. Product specific information is included in Section 4 of the Rate Schedules.

2.10.3 Usage is measured and rounded to the next higher billing increment for billing purposes.

2.10.4 There is no usage-based billing applied for incomplete calls.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.12 Calculation of Distance**

If a rate is based on the airline mileage between points, the calculations are made as follows:

The airline mileage between rate centers is determined by applying the formula below to the vertical (V) and horizontal (H) coordinates associated with the rate centers involved.

Formula: 
$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

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**SECTION 3 – NON-SWITCHED LOCAL EXCHANGE SERVICE DESCRIPTIONS**

- 3.1 Promotional Offering: The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered. If facilities permit, all business customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions in which to subscribe to business services. All promotions, regardless of whether services are given away for free, are subject to Commission approval.
- 3.2 Individual Case Basis (ICB) Arrangements: The Company may furnish a facility and/or service at a rate or charge different from those specified in this tariff. Rates for Centrex and local exchange dedicated access, private line, non-switched services will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated subscribers on a nondiscriminatory basis and will be provided subject to any applicable Commission rules. ICB rates will be specified in a contract between the Company and the Customer pursuant to Commission rules. ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Commission Staff upon request on a proprietary basis. ICB will not be used for switched services.
- 3.3 Inside Wire Maintenance
- 3.3.1 General: Premises wiring is wiring which connects separately housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface, located at the customer's premises and not within an equipment housing.
- 3.3.2 Fully-protected premises wiring is premises wiring which is:
- (a) No greater than 25 feet in length (measured linearly between the points where it leaves equipment or connector housings) and registered as a component of and supplied to the user with the registered terminal equipment or protective circuitry with which it is to be used.

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**SECTION 3 – NON-SWITCHED LOCAL EXCHANGE SERVICE DESCRIPTIONS**  
**(CONT'D)**

**3.3 Inside Wire Maintenance (Cont'd)**

**3.3.2 (Cont'd)**

(b) A cord which complies with 3.10.2.(a) preceding and which is extended once by a registered extension cord. Extension cords may be used as a substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure.

(c) Wiring located in an equipment room with restricted access, provided that this wiring remains exposed for inspection and is not concealed or embedded in the building's structure, and that it conforms to Part 68 of the Federal Communications Commissions Rules and Regulations.

3.3.3 Protected premises wiring requiring acceptance testing for imbalance is premises wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages at the network interface.

3.3.4 Unprotected premises wiring is all other premises wiring.

3.3.5 Customers who intend to connect premises wiring other than fully-protected premises wiring to the telephone network shall give advance notice to the Telephone Company in accordance with the procedures specified in Part 68 of the Federal Communications Commission's Rules and Regulations or as otherwise authorized by the Federal Communications Commission.

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**SECTION 3 – NON-SWITCHED LOCAL EXCHANGE SERVICE DESCRIPTIONS**  
**(CONT'D)**

**3.3 Inside Wire Maintenance (Cont'd)**

3.3.6 The Telephone Company may invoke extraordinary procedures specified in Part 68 of the Federal Communications Commission's Rules and Regulations where one or more of the following are present:

(a) Information provided in the supervisor's affidavit gives reason to believe that a violation of Part 68 of the Federal Communications Commission's Rules and Regulations is likely.

(b) A failure has occurred during acceptance testing for imbalance.

(c) Harm has occurred, and there is reason to believe that this harm was a result of wiring operations performed under Part 68 of the Federal Communications Commission's Rules and Regulations.

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**(CONT'D)**

**3.3 Inside Wire Maintenance (Cont'd)**

3.3.7 Basic wire maintenance does not cover:

- (a) PBX systems
- (b) Channel services
- (c) Coin operated telephone services
- (d) ISDN (PRI)
- (e) Pre-existing conditions; misuse; abuse; riot; acts of war; fire and acts of nature; Non-standard wire and jacks that do not comply with Part 68 of FCC Rules and/or the Company's technical standards; malfunctions resulting from the use of voice grade lines to transmit or receive data or signals beyond the operating parameters of the line; restoration of premises if asked to repair concealed wire; customer provided equipment (CPE); inside telephone wiring, jacks or other items used in connection with the telephone exchange of a provider other than the Company.

Basic wire maintenance does not provide for any direct repair work on other than the customer's premises wire and jacks. Inside wire maintenance may not be the customer's responsibility if their business is operating in a leased premises. Customers should contact their landlord or property manager to determine responsibility.

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**(CONT'D)**

**3.4 Dedicated Leased Line Service**

**3.4.1 Description**

Dedicated Leased Line service is an interLATA high-speed digital communications service using a physical fiber optic connection between two locations. Dedicated Leased Lines are non-switchable connections that can provide a constant and committed availability of capacity (for a single Customer) on a transmission path only between fixed, customer-specified locations. Dedicated Leased Line transmission speeds range from the DS-0 level up to and including OC-n speeds. Dedicated Leased Line circuits at DS-0, Fractional DS-1, DS-1 and DS-3 levels may be available between any two POP locations. Broadband Circuits over DS-3 capacity are only available as On-Net Circuits between POPs. Provision of Dedicated Leased Line circuits are subject to facilities and capacity availability.

Dedicated Leased Line circuits with speeds at or below DS-1 are priced at a fixed and variable monthly recurring charge based on line speed Central Office Connection and the V&H miles between the nearest available POP to the Customer or End-User locations (as determined by the NPA/NXX of the locations). Broadband Dedicated Leased Lines are priced at a fixed and variable monthly recurring charge based on line speed, Central Office Connection and the V&H miles between the nearest available POP to each fixed Customer or End-User location. For Dedicated Leased Line circuits at speeds at or below DS-1, the provision of Local Access Circuits may be coordinated directly by Customer or may be coordinated by the Company on the Customer's behalf. For Broadband Dedicated Private Line circuits, the Company shall be solely responsible for all local access coordination functions and all costs for the interconnection of each Customer premise with the Company network at the nearest available POP.

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**(CONT'D)**

**3.4 Dedicated Leased Line Service (Cont'd)**

**3.4.1 Description (Cont'd)**

The Company shall invoice the Customer on a monthly basis at the Customer's designated site, in accordance with the following schedule: (i) one (1) month in advance for all recurring MRC charges due under the Customer Agreement, in addition to the retroactive billing for the first billing invoice of a service; and (ii) in the month preceding the applicable usage (i.e. month of contract execution) for all NRC charges. Failure of the Company to timely invoice the Customer for any amounts due hereunder shall not be deemed a waiver by the Company of its rights to payment for such charges.

**3.4.2 Rates and Charges**

Rates set forth herein for services requiring dedicated access do not include access and access-related charges (including, without limitation, installation charges, inside wiring charges assessed by the local exchange carrier (LEC), construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore, access and access related charges are additional charges.

OC-n pricing will be on an ICB (Individual Case Basis). Pricing will be based on a 100 mile minimum circuit, and therefore, circuits with V&H mileage between the two customer sites of less than 100 miles, will be priced at 100 miles.

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**(CONT'D)**

3.4 Dedicated Leased Line Service (Cont'd)

3.4.3 Broadband Facility Minimum Service Term

Customer acknowledges that the Rates and Charges described in this tariff Section are based on the commitment of the Customer to utilize the Broadband Circuits or Facility for a specified minimum period of time. Therefore, notwithstanding anything in this tariff to the contrary and in addition to other charges set forth in the tariff, the Customer will be billed and required to pay to the Company all rates, fees and charges which accrue for each Broadband Circuit and for all associated local access during the entire Circuit Minimum Service Term (as defined below) applicable to each such Broadband Circuit plus all NRC charges applicable to such circuit that were previously waived, regardless of whether or not Customer utilizes all or any part of such Broadband Circuit during all or any part of the Circuit Minimum Service Term applicable to such Circuit.

The "Circuit Minimum Service Term" for each Circuit is defined as follows:

- (a) For DS-0, Fractional DS-0 and DS-1 Leased Line Circuits:

No "Circuit Minimum Service Term" shall apply.

- (b) For DS-3 and OC-n Broadband service:

The Circuit Minimum Service Term shall be a minimum of one (1) year, beginning from the date of service order fulfillment.

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3.4 Dedicated Leased Line Service (Cont'd)

3.4.4 Termination of Service

Upon termination of the Customer's agreement or upon termination of a broadband circuit, which has not met the "Circuit Minimum Service Term", all monthly recurring charges and non-recurring charges shall retroactively be collected.

1. Credit Allowances shall not apply in the event that the Company's Domestic Dedicated Leased Line Service is unavailable due to any of the following:
  - (a) interruptions on Domestic Dedicated Leased Line circuits that are not "Accepted Circuits" where an Accepted Circuit is one that the Company and the Customer have tested and mutually agree is working as ordered.
  - (b) Interruptions caused by the negligence, act, error, or omission of the Customer or others authorized by the Customer to use the Customer's service.
  - (c) Interruptions due to failure of power at the customer premise or failure or poor performance of customer premise equipment.
  - (d) Interruptions during any period in which the Company or its agents are not afforded access to the premises where the access lines associated with the Customer's service originate or terminate.
  - (e) Interruptions during any period when the Customer or user has released service to the Company for maintenance or rearrangement purpose, or for the installation of the Customer's service order.
  - (f) An interruption 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.

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3.4 Dedicated Leased Line Service (Cont'd)

3.4.4 Termination of Service (Cont'd)

1. (Cont'd)

- (g) Interruptions resulting from a failure of an underlying local exchange carrier where the local access circuit was not provided by the Company.
- (h) Interruptions resulting from the Customer's use of services in an unauthorized or unlawful manner.
- (i) Interruptions resulting from a Company disconnect for non-payment or an interruption of service resulting from incorrect orders from the Customer.
- (j) Interruptions during any period when the Customer has made the circuit available to the Company for installation, maintenance or grooming.
- (k) *Force Majeure* events, beyond the reasonable control of the Company, including, but not limited to: acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies, cable or fiber cuts resulting from the actions of third parties beyond the reasonable control of the Company.

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**SECTION 3 – NON-SWITCHED LOCAL EXCHANGE SERVICE DESCRIPTIONS**  
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**3.5 DSL Service**

**3.5.1 General**

DSL Service is a high speed data access service that uses digital subscriber line technology over existing copper facilities, which are also used to provision customer's local exchange service. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this tariff.

**3.5.2 Definitions**

1. ADSL: Asymmetric Digital Subscriber Line Service.
2. CDL: the customer's designated location.
3. Downstream: the transmission path from the Company's Infospeed DSL Connection Point to the customer's designated premises.
4. DSL Connection Point: a location designated by the Company that serves as an aggregation point for the collection of DSL traffic from multiple serving wire centers.
5. IDSL: Integrated Services Digital Subscriber Line Service.
6. SDSL: Symmetrical Digital Subscriber Line Service.
7. Splitter: a passive band filter that divides the frequency of a copper facility.
8. Upstream: the transmission path from the CDL to the DSL Connection Point.

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**SECTION 3 – NON-SWITCHED LOCAL EXCHANGE SERVICE DESCRIPTIONS**  
**(CONT'D)**

**3.5 DSL Service (Cont'd)**

**3.5.3 Service Description**

1. ADSL Service: ADSL Service is an access data technology service offered in speed levels of 608 Kbps Downstream/128 Kbps Upstream, and 1.5 Mbps Downstream/384 Kbps Upstream. The Company will set the transmission speeds to the speed levels for the service package selected by the customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds set by the Company.
2. IDSL Service: IDSL Service is an access data technology service offered in speed levels of 144 Kbps. The Company will set the transmission speeds to the speed levels for the service package selected by the customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds set by the Company.
3. SDSL Service: SDSL Service is an access data technology service offered in speed levels of 192 Kbps, 384 Kbps, 768 Kbps, 1.1 Mbps, and 1.5 Mbps. The Company will set the transmission speeds to the speed levels for the service package selected by the customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds set by the Company.

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**SECTION 3 – NON-SWITCHED LOCAL EXCHANGE SERVICE DESCRIPTIONS**  
**(CONT'D)**

**3.5 DSL Service (Cont'd)**

**3.5.4 Service Provisioning**

All DSL Services are provisioned over existing copper facilities and transported to the Company's backbone network. DSL service provides a connection from the customer's designated location to the DSL connection point.

Access from the Company's DSL connection point will be provided via Dedicated Leased Line Service, where facilities permit. The Dedicated Leased line Service must be of sufficient bandwidth to support the maximum speed of the DSL service being provided. Dedicated Leased Line Service is available under Section 13.11 of this tariff. A customer may use its existing Dedicated Leased Line Service, or may submit an order establish new facilities. If a customer utilizes Dedicated Leased Line Service from 13.11, the associated regulations, rates and charges for such facilities shall apply in addition to the rates and charges associated with the DSL Service rate element.

The Company will qualify the DSL Service between the CDL and the serving wire center. The purpose of qualification is to determine the availability and suitability of existing copper facilities to provide the service. The Company will not provision this service on facilities which are not suitable for DSL.

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**SECTION 4 - INTRASTATE INTEREXCHANGE SERVICE DESCRIPTIONS**

**4.1 Timing of Calls**

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up."

There are no charges incurred if a call is not completed.

**4.2 Start of Billing**

The Start of Service date is the first day which service is available for use by the customer. The End of Service date is the last day or any portion thereof that service is provided to customer.

**4.3 Interconnection**

Services furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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**SECTION 4 - INTRASTATE INTEREXCHANGE SERVICE DESCRIPTIONS (CONT'D)**

**4.4 Terminal Equipment**

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

**4.5 Calculation of Distance**

Usage charges are generally flat rated. However, if a rate is based on the airline mileage between points, the calculations are made as follows:

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates defined by AT&T in its FCC tariff No. 10.

Formula: 
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

V = Vertical coordinates

H = Horizontal coordinates

**4.6 Minimum Call Completion Rate**

The customer can expect a call completion rate of 99% of calls attempted during peak use periods for all Feature Group D (1+) services.

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**SECTION 4 - INTRASTATE INTEREXCHANGE SERVICE DESCRIPTIONS (CONT'D)**

**4.7 Service Offerings**

The Company provides the following services:

**4.7.1 Message Toll Service (MTS)**

Message Toll Service calling service provides a Customer with the ability to originate calls from a Company-provided access line to other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Local Calling Area but within the State of Missouri.

**4.8 Call Blocking**

The company will provide free blocking of 900 and 976 numbers upon customer requests.

**4.9 Trial Services**

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

**4.10 Promotional Offerings**

The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered. If facilities permit, all business customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions in which to subscribe to business services. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

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**SECTION 5 – NON-SWITCHED LOCAL EXCHANGE RATES AND CHARGES**

**5.1 PBX Trunk - Rates and Charges:**

**5.1.1 PBX T-1 Non-Recurring Charges:**

Installation Charge: (24 channels / customer)	\$1,200.00
Account Setup (per account).	\$0.00
Account Changes Moves, Changes, Additions (per change)	\$25.00
Account Changes (per billing record charges)	\$25.00
Suspension of Service Restoral Charge (per line)	\$25.00
Line Restoral Charge (per line)	\$25.00

**5.1.2 DOD/2-Way Recurring PBX Trunk Charges**

	<u>Monthly</u> <u>Current</u>
T-1 Facility Access Digital Local Channel Charge (per T1)	\$700.00

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**SECTION 5 – NON-SWITCHED LOCAL EXCHANGE RATES AND CHARGES**  
**(CONT'D)**

**5.2 Direct Inward Dialing Rates and Charges**

**5.2.1 DID Trunk Non-Recurring Charges:**

Installation: \$1,200.00  
(24 channels / customer)

Account Setup \$25.00  
(per account)

Account Changes \$25.00  
Moves, Changes, Additions  
(per change)

Account Changes \$25.00  
(per billing record charges)

Line Restoral Charge \$25.00  
(per line)

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

Suspension of Service \$10.00  
Restoral Charge  
(per line)

(Applies for trunk restoral after Customer-initiated suspension.)

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**SECTION 5 – NON-SWITCHED LOCAL EXCHANGE RATES AND CHARGES  
(CONT'D)**

**5.2 Direct Inward Dialing Rates and Charges (Cont'd)**

**5.2.2 DID Trunk Monthly Recurring Charges**

	Monthly <u>Current</u>			
T-1 Facility Access	\$700.00			
Digital Local Channel				
Charge (Each Mile) (per T1)				
Channel Voice Activation DID Trunk (per Trunk)				
Unlimited Option DID Trunk (per Trunk)				
Hunting: Sequential Circular (per Trunk)				
Pulsing (per Trunk)				
DID Block of 20# (per Trunk)				
	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	\$15.00	\$3.00	\$3.00	\$3.00

Rates for a volume of numbers greater than 1000 will be provided on an Individual Case Basis.

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**SECTION 5 – NON-SWITCHED LOCAL EXCHANGE RATES AND CHARGES**  
**(CONT'D)**

5.3 Primary Rate Interface (PRI) Rates and Charges:

5.3.1 PRI Non-Recurring Charges

Installation \$1,200.00  
(24 channels / customer)

Account Setup \$25.00  
(per account)

Account Changes \$25.00  
Moves, Changes, Additions  
(per change)

Account Changes \$25.00  
(per billing record charges)

Line Restoral Charge \$25.00  
(per line)

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

Suspension of Service \$25.00  
Restoral Charge  
(per line)

(Applies for trunk restoral after Customer-initiated suspension.)

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**SECTION 5 – NON-SWITCHED LOCAL EXCHANGE RATES AND CHARGES  
(CONT'D)**

**5.3 Primary Rate Interface (PRI) Rates and Charges (Cont'd)**

**5.3.2 PRI Monthly Recurring Charges:**

Monthly  
Current

T-1 Access Line \$700.00

Interface-Voice/Data

B - Channels

1 D-Channel

Telephone Numbers  
(block of 20#s)

Digital PRI		NRC	MRC 1yr	MRC 2yr	MRC 3yr
	Flat In PRI	\$300.00	\$275.00	\$250.00	\$225.00
	Flat Out PRI	\$300.00	\$275.00	\$250.00	\$225.00
	Flat Two-Way PRI	\$300.00	\$275.00	\$250.00	\$225.00
	Flat In with DID PRI	\$300.00	\$275.00	\$250.00	\$225.00
	Flat Two-Way with DID PRI	\$300.00	\$275.00	\$250.00	\$225.00
	Caller ID	\$50.00	\$50.00	\$50.00	\$50.00
	EUCL per PRI	\$0.00	\$216.00	\$216.00	\$216.00

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**SECTION 5 – NON-SWITCHED LOCAL EXCHANGE RATES AND CHARGES  
(CONT'D)**

5.4 Return Check Charge \$15.00

5.5 Business LAN Connection Fee \$60.00

5.6 Inside Wire Maintenance

Per Business Line Monthly  
\$3.00

5.7 Dedicated Leased Line Services

Service	NRC	MRC (Port)
DS-0 Service	\$700	\$700
DS-1 Service		
0-128K Burstable	\$1500	\$895
128-256K Burstable	\$1500	\$1295
256K-384K Burstable	\$1500	\$1695
384K-512K Burstable	\$1500	\$1895
512K and Above Burstable	\$1500	\$1995
1.5M Full Rate	\$1500	\$1695
T3 Service		
3M	\$4500	\$4500
6M	\$4500	\$6900
9M	\$4500	\$9000

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**SECTION 5 – NON-SWITCHED LOCAL EXCHANGE RATES AND CHARGES  
(CONT'D)**

**5.7 Dedicated Leased Line Services (Cont'd)**

Service	NRC	MRC (Port)
T3 Service (cont'd)		
12M	\$4500	\$11800
15M	\$4500	\$14700
18M	\$4500	\$17500
21M	\$4500	\$19950
24M	\$4500	\$22500
27M	\$4500	\$24300
30M	\$4500	\$27900
33M	\$4500	\$30400
36M	\$4500	\$33000
39M	\$4500	\$35300
42M	\$4500	\$38000
45M	\$4500	\$40500

NOTE: All Local Loop Access Charges are quoted on an individual case basis. OC-n NRC and MRC port charges are on an individual case basis.

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**SECTION 5 – NON-SWITCHED LOCAL EXCHANGE RATES AND CHARGES  
(CONT'D)**

**5.8 Digital Subscriber Line (DSL) Service**

Service	NRC	MRC (Port)
144K IDSL	\$500	\$149
192K SDSL	\$500	\$169
384K SDSL	\$500	\$199
768K SDSL	\$500	\$359
1.1M SDSL	\$500	\$399
1.5M SDSL	\$500	\$459
608K/128K ADSL	\$250	\$59.95
1.5M/384K ADSL	\$250	\$89.95

**5.9 Move, Add, Change, Disconnect Charges**

Flat Digital T1:	Move, Add:	\$300.00
	Change, Disconnect:	\$50.00
Flat Digital PRI:	Move, Add:	\$300.00
	Change, Disconnect:	\$50.00
DID Block of 20 Numbers:	Move, Add, Change:	\$20.00
	Disconnect:	\$0.00

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**SECTION 6 – INTRASTATE INTEREXCHANGE RATES AND CHARGES**

**6.1. Usage Charges and Billing Increments**

6.1.1. Company makes no distinctions between rates for days, evenings, and weekends.

**6.1.2. Timing of Messages**

6.1.2.1. Chargeable time begins when connection is established between the calling station and the called station.

6.1.2.2. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

6.1.2.3. Chargeable time does not include time lost because of faults or defects in the connection.

**6.1.3 Billing Increments**

Usage is billed in the increments stated in the individual product rate section.

**6.1.4 Rounding**

All partial usage will be rounded up to the next highest billing increment. Partial cents will be rounded up to the next highest whole cent.

**6.1.5 Taxes**

All rates stated are exclusive of any applicable taxes.

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**SECTION 6 – INTRASTATE INTEREXCHANGE RATES AND CHARGES (CONT'D)**

**6.2 Message Toll Service**

The service is flat rated and billed in six (6) second increments.

The following rates apply on a per minute basis to all direct dialed calls:

Per MOU

Message Toll Service Originating	\$0.14
----------------------------------	--------

**6.3 Late Payment Penalty**

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

**6.4 Dishonored Check Charge**

Any person submitting a check to the Carrier as payment for services, which is subsequently dishonored by the issuing institution, shall be charged \$15.00 per check.

**6.5 Prescribed Interexchange Carrier Charge:**

Customers may presubscribe local access lines to their intrastate, interLATA long distance carrier of choice. Following the Customer's initial presubscription of each line, any subsequent change will incur a per line charge.

Per line	\$5.00
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