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SWITCHED ACCESS SERVICES

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**TITLE PAGE**

**ACCESS SERVICES TARIFF  
OF  
CIERA NETWORK SYSTEMS, INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of competitive intrastate access services provided by Ciera Network Systems, Inc. ("Ciera") within the State of Missouri. This tariff is on file with the Missouri Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 1250 Wood Branch Park Drive, Houston, Texas 77079.

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*	31	Original	*
7	Original	*	32	Original	*
8	Original	*	33	Original	*
9	Original	*	34	Original	*
10	Original	*	35	Original	*
11	Original	*	36	Original	*
12	Original	*	37	Original	*
13	Original	*	38	Original	*
14	Original	*	39	Original	*
15	Original	*	40	Original	*
16	Original	*	41	Original	*
17	Original	*	42	Original	*
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

\* - indicates those pages included with this filing

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**EXPLANATION OF SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (D) - Delete or discontinue.
- (I) - Change resulting in an increase to a customer's bill.
- (M) - Moved from another tariff location.
- (N) - New.
- (R) - Change resulting in a reduction to a customer's bill.
- (T) - Change in text or regulation but no change in rate or charge.

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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. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff page filing is made with the Commission, an updated Check Sheet accompanies the filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**SECTION 1 - DEFINITIONS**

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

**Access Code** - A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

**Access Minutes** - The term "Access Minutes" denotes that usage of exchange facilities in Intrastate service for the purpose of calculating chargeable usage. On the originating end of an intrastate call, usage is measured from the time the origination End User's call is delivered by the Company and acknowledged as received by the Customer's facilities connected with the originating exchange. On the terminating end of an intrastate call, usage is measured from the time the call is received by the End User in the terminating exchange. Timing of the usage at both originating and terminating end of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable. Those two times are measured by the receipt of a signal known as answer/disconnect supervision.

**Access Service** - Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

**Access Service Request (ASR)** - The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

**Access Tandem** - An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

**Answer Supervision** - The term "Answer Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the IXC point of connection for terminating calls to the exchange as an indication that the called party has answered.

**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.

**Carrier or Common Carrier** - See Interexchange Carrier or Exchange Carrier.

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

**Ciera** – Refers to Ciera Network Systems, Inc. unless otherwise stated.

**Co-Carrier** - Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

**Common Channel Signaling (CCS)** - A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

**Company** – Ciera Network Systems, Inc. , the issuer of this tariff.

**Commission** - Federal Communications Commission.

**Constructive Order** - Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase Switched Access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of Switched Access by the Customer.

**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. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

**800 Data Base Access Service** - The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

**End Office** - The term "End Office" denotes a local Telephone Company switching system where Telephone Exchange Service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

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SECTION 1 - DEFINITIONS, (CONT'D)

**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.

**Entrance Facility** - A trunk facility connecting the Customer's point of presence with the local switching center.

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

**Firm Order Confirmation (FOC)** - Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

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

**Interexchange Carrier (IXC) 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.

**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.

**Line Information Data Base (LIDB)** - The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

**Local Access** - The connection between a Customer's premises and a point of presence of the Exchange Carrier.

**Local Switching Center** - he switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

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

**Meet Point** - A point of interconnection that is not an end office or tandem.

**Meet Point Billing** - The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff/price list.

**Mutual Traffic Exchange** - A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

**Network Services** - The Company's telecommunications Access Services offered on the Company's Network.

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

**Off-Hook** - The active condition of Switched Access or a telephone exchange service line.

**On-Hook** - The idle condition of switched access or a telephone exchange service line.

**Out of Band Signaling** - An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

**Point of Presence** - Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

**Premises** - The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

**Presubscription** - An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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

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

**Service Order** - The written request for Network 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.

**Service(s)** - The Company's telecommunications Access Services offered on the Company's Network.

**Signaling Point of Interface** - The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

**Signaling System 7 (SS7)** - The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

**Switched Access Service** - Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

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

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company's services offered pursuant to this Tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

**2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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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

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. 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.C below.
- C. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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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**

- A.** The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B.** The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, 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 ordering, installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

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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.)**

- C.** The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- D.** The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E.** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F.** The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

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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.)

- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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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.)**

- K.** The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L.** The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.
- M.** The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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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 preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

**2.1.6 Provisions of Equipment and Facilities**

- A. 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.
- B. The Company shall use reasonable efforts to maintain facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provisions of Equipment and Facilities, (cont'd.)**

- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E.** The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F.** 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. Notwithstanding the above, the Company shall not be responsible for:
  - 1.** the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  - 2.** the reception of signals by Customer-provided equipment; or
  - 3.** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SWITCHED ACCESS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provisions of Equipment and Facilities, (cont'd.)**

- G. 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.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

**2.1.7 Non-routine Installation**

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

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**SWITCHED ACCESS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.8 Special Construction**

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

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

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

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

**2.1.9 Ownership of Facilities**

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

**2.2 Prohibited Uses**

**2.2.1** The services the Company offers shall not be used for any unlawful purposes 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.

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**SWITCHED ACCESS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Obligations of the Customer****2.3.1** The Customer shall be responsible for:

- A.** the payment of all applicable charges pursuant to this tariff;
- B.** 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in 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 Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. 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 owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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SWITCHED ACCESS SERVICES

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

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

**2.3.1** The Customer shall be responsible for, (cont'd.):

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
  
- 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 obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises 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; and
  
- G.** not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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SWITCHED ACCESS SERVICES

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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;
  
- 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Obligations of the Customer, (Cont'd.)****2.3.3 Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. Originating Access:** Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

- B. Terminating Access:** Terminating access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

- C.** Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Obligations of the Customer, (Cont'd.)****2.3.3 Jurisdictional Reporting, (cont'd.)**

**D.** Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

**E. Jurisdictional Reports Verification:** For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Obligations of the Customer, (Cont'd.)****2.3.4 Mixed Interstate and Intrastate Access Service**

When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.3.3 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use (1-PIU) times the quantity of chargeable elements times the intrastate tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent intrastate use (1-PIU) times actual use (measured or Company assumed average use) times the intrastate rate.

A similar calculation is then performed to determine the interstate portion of the bill.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Customer Equipment and Channels****2.4.1 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access 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 or price lists of the other communications carriers which are applicable to such connections.

**2.4.2 Inspections**

- A. Upon reasonable notification of the Customer, and at reasonable times, 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.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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**SWITCHED ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE****3.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

The application of rates for Switched Access Service is described in Section 4.

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**SWITCHED ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.2 Provision and Description of Switched Access Service Arrangements****3.2.1 Feature Group Access**

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

The following type of Feature Group Access is available:

**Tandem Connect Access:** Applies when the customer has no direct facilities to the Company. All traffic is routed to and from the Company's local switching center via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Company's end user customer locations via Tandem Connect Access over Company-switched local exchange services shall constitute an agreement by the Customer to purchase Tandem Connect Access services as described herein. The Company reserves the right to require the Customer to submit an ASR for Tandem Connect Access.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)****3.2.2 Manner of Provision**

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the first 3 months of service. This demand estimate should be included with the access order information.

**3.2.3 Call Types**

The following Switched Access Service call types are available:

- A. Originating 101XXXX FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

**3.2.4 Originating 101XXXX FG Access**

The access code for FG Access switching is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. Originating service may also be available on a presubscription basis whereby the access code is not required (i.e., "1+" dialing).

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)****3.2.5 Originating 800 FG Access**

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

**3.2.6 Terminating FG Access**

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

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**SWITCHED ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.3 Access Ordering**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff. In the absence of an ASR, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

**3.3.1 Ordering Conditions**

Customers may order switched access via Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- A. Customer name and Premise(s) address(es);
- B. Billing name and address (when different from Customer name and address); and
- C. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.3 Access Ordering, (Cont'd.)****3.3.2 Access Service Date Intervals**

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

- A. Standard Interval:** The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
- B. Negotiated Interval:** The Company will negotiate a Service Date interval with the Customer when:
  - 1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
  - 2. There is no existing facility connecting the Customer Premises with the Company; or
  - 3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
  - 4. The Company determines that Access Service cannot be installed within the Standard Interval.

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SWITCHED ACCESS SERVICES

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.3 Access Ordering, (Cont'd.)**

**3.3.2 Access Service Date Intervals, (cont'd.)**

**B. Negotiated Interval, (cont'd.)**

The Company will negotiate a Service Date interval with the Customer when:

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.3 Access Ordering, (Cont'd.)****3.3.3 Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

**3.3.4 Minimum Period of Service**

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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**SWITCHED ACCESS SERVICES**

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**SECTION 4 - SWITCHED ACCESS RATES****4.1 General**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

**Non-Recurring Charges:** One-time charges that apply for a specific work activity.

**Recurring Charges:** Fixed charges apply each month and depend on the number and type of facilities in place.

**Usage Charges:** Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

**4.2 Application of Rates**

**Originating 101XXXX FG Access:** Usage rates will apply to the total number of recorded minutes of use during the billing period. Usage rates will apply to Tandem Connect Access as set forth in Section 4.4.2.

**Terminating FG Access:** Usage rates will apply to the total number of recorded minutes of use during the billing period. Usage rates will apply to Tandem Connect Access as set forth in Section 4.4.2.

**Originating 8XX FG Access:** In addition to Originating 101XXXX usage charges, a data base query charge will apply per originating 8XX message.

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Robert W. Livingston, President  
1250 Wood Branch Park Drive  
Houston, Texas 77079

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**SWITCHED ACCESS SERVICES**

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**SECTION 4 - SWITCHED ACCESS RATES, (CONT'D.)****4.3 Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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SWITCHED ACCESS SERVICES

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SECTION 4 - SWITCHED ACCESS RATES, (CONT=D.)

4.4 Rates and Charges

4.4.1 Non-Recurring and Monthly Recurring Charges

A. Service Implementation/Installation Charge

1. Tandem Connect or Switched Transport (Per Trunk)

First Trunk	\$157.34
Each Additional Trunk	\$ 53.10

B. Monthly Recurring Charges

1. Tandem Connect or Switched Transport (Per Trunk)  
See Section 4.4.2 following

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SWITCHED ACCESS SERVICES

SECTION 4 - SWITCHED ACCESS RATES, (CONT'D.)

4.4 Rates and Charges, (Cont'd)

4.4.2 Switched Access

A. Originating 101XXXX FG Access:

LATA	Rate per MOU
All	Tandem Connect
	\$0.0183362

B. Terminating FG Access:

LATA	Rate per MOU
All	Tandem Connect
	\$0.0264059

C. Originating 8XX FG Access (in addition to Originating 101XXXX usage charges):

LATA	Rate per Query
All	Tandem Connect
	\$0.00310000

D. Local Transport:

0 to 1 Mile	\$0.0050000
>1 to 25 Miles	\$0.0076000
>25 to 50 Miles	\$0.0161000
>50 to 9999 Miles	\$0.0271000

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SWITCHED ACCESS SERVICES

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**SECTION 5 - SPECIAL ARRANGEMENTS**

**5.1 Individual Case Basis (ICB) Arrangements**

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

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