

Missouri Public
Service Commission

RECD MAR 29 1999

Rules, Regulations and Rates

Applicable To

Interexchange Service

Offered By

CONCERT COMMUNICATIONS SALES LLC

within the State of Missouri

Service may be furnished by means
of communications including but not
limited to, fiber optic and
coaxial cables, microwave radio,
or other suitable technology
or any combination thereof.

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Manager, Rates and Tariffs
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CHECK SHEET

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The Title Page and Pages 1 through 29, inclusive, of this Tariff are effective as of the date shown. Original and revised pages as listed below contain all changes from the original Tariff that are in effect on the date shown.

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SECTION 1 - GENERAL TARIFF INFORMATION

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1.1. Tariff Format

1.1.1. **Page Numbering** - Page numbers appear in the upper right hand corner of each page. Pages are numbered sequentially, when a new page is added between pages it will be numbered with an additional number preceded by a ".". A page inserted between pages 10 and 11 would be page 10.1.

1.1.2. **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. For example, the 4th revised page 34 cancels the 3rd revised page 34. Because of deferrals, notice periods, etc., the most current page revision number on file is not always the tariff page in effect. Consult check sheets and supplements for the page currently in effect.

1.1.3. **Numbering Sequence** - There are nine levels of alpha-numeric numbering. Each level is subservient to its next higher level. The following is an example of the numbering sequence used in this tariff. Alpha-numeric coding is used for paragraph identification. Each level is subservient to the previous higher number/letter. Following is the sequence used in this tariff.

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)Li

2.1.1.A.1.(a)Li(1)

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1. General Tariff Information (continued)

1.1.4. **Explanation of Coding** - Revisions to this Tariff are coded through the use of symbols. The following symbols will appear in the right hand margin of the page:

- R - To signify a reduction in rate
- I - To signify an increase in rate
- C - To signify a changed regulation
- T - To signify a change in text but no change in rate
- S - To signify reissued material
- M - To signify matter relocated without change
- N - To signify a new rate or regulation
- D - To signify a discontinued rate or regulation
- Z - To signify a correction

Other marginal codes are used to direct the tariff reader to a footnote for specific information. Codes used for this purpose are lower case letters of the alphabet, e.g., x, y and z. These codes may appear beside the page revision number in the page header or in the right margin opposite specific text.

1.2. **Reference to Other Tariffs** - References made in this Tariff to other tariffs of this Company or to tariffs of other companies are to the tariffs in force as of the effective date of this Tariff, and to amendments thereto and successive issues thereof.

1.3. **Trademarks and Service Marks** - The following marks, to the extent, if any, used throughout this tariff, are trademarks and service marks of CCS

TrademarksService MarksMissouri Public
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1. General Tariff Information (continued)

1.4. Application of the Tariff

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1.4.1. General - This tariff applies to the furnishing of Intrastate Interlata Services by Concert Communications Sales LLC (herein referred to as the "Company" or "CCS"). Services are furnished for the use of Customers in the transmission of communications between LATAs located in the State of Missouri in the event of any conflict between the provisions of this Tariff and the provisions of any Service Order submitted by the Customer to the Company, the provisions of this Tariff shall control to the extent required by law.

The provision of Intrastate Interlata Services are subject to existing regulations and terms and conditions specified in this tariff and the Company's other related tariffs, and may be revised by superceding filings.

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1. General Tariff Information (continued)

1.5. **Definitions** - Certain terms used generally throughout this Tariff are defined below. The terms defined in this Tariff include the plural as well as the singular. Unless otherwise expressly stated, the words "herein," "hereof," "hereunder" and other similar words refer to this Tariff as a whole and not to any particular subsection. The words "include" and "including" shall not be construed as terms of limitation.

Access Circuit: A digital or analog Communications Channel between a Company POP and a Customer Premise.

Authorized User: A person, firm, corporation or any other entity approved by the Customer and the Company to use the Service furnished to the Customer.

Availability: The ability of a Connection to transmit and receive the Customer's voice, data and other electronic signals between the Network Termination Points at the ordered bit rate.

Bandwidth: The level of channelized capacity (in Kilobits per second) provided by a Connection.

Charges: The rates and charges, including but not limited to Usage Charges, Monthly Charges, Special Construction Charges, Installation Charges and Termination Charges, assessed the Customer in accordance with this Tariff.

Commission: Public Utilities Commission of Missouri.

Communications Channel: A path for the transmission of communications between two or more points.

Company: Concert Communications Sales LLC ("CCS")

Company Equipment: Any telecommunications equipment owned or leased by the Company and that forms part of the Network, including any such Company Equipment situated at any Location, but excluding Customer Premises Equipment. Company Equipment also includes Company Facilities.

Company Facilities: Facilities, equipment, software or wiring supplied by or on behalf of the Company for the purpose of furnishing Service. Company Facilities do not include the facilities, equipment, software or wiring supplied by Other Facilities Suppliers.

Connection: A Communications Channel over which voice, data and other electronic signals can be transmitted by the Customer or User.

Customer: A person, firm, corporation or any other entity that orders Service and is responsible for the payment of Charges and compliance with the Company's regulations. A person, firm, corporation or any other entity that reasonably appears to be acting with the Customer's authority shall be deemed to be acting on behalf of the Customer.

Customer Premises: The Customer's or User's place(s) of business, residence or other location for the origination or termination of Service.

Customer-Premises Equipment ("CPE"): Equipment owned or leased by the Customer or Authorized User at a Location and connected to the Network on the Customer's or Authorized User's side of a Network Termination Point. CPE also includes Customer-Provided Equipment.

Customer-Provided Equipment: Facilities, equipment, software or wiring supplied by the Customer or User in connection with Service.

Demarcation Point: The point at which the Company Facilities are interconnected with Customer-Provided Equipment.

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1.5 Definitions - (continued)

Direct Access Line: A dedicated physical telecommunications link between the customer equipment and the Company's POP.

Dollars: United States Dollars

Due Date: The date that has been established for completion of the installation, change or disconnect of a service component

Economy Period: 11:00 p.m. to 7:00 a.m. local time at the originating point of a communication.

Entity: Any corporation, public limited company, limited company, partnership, trust or other legal entity.

FCC: Federal Communications Commission.

Gateway: A protocol interface which allows the transfer and/or the conversion of data.

Intellectual Property: Patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, inventions, copyrights and copyright rights, processes, formulae, logos, trade secrets, industrial models, customer lists, designs, methodologies, computer programs (including all source codes) and related documentation, technical information, manufacturing, engineering and technical drawings, know-how and all pending applications for and registrations of patents, trademarks, service marks and copyrights.

Kbps: 1,024 Bits per second.

Local Access Channel: A Communications Channel leased by the Company from Other Facilities Suppliers to connect Customer Premises to the Company's POP.

Local Access Channel Charges: Charges assessed the Customer for the installation and use of Local Access Channels.

Local Access Channel Service: Local Access Channel Service as described in Section 4.1.1 of this Tariff.

Location: The premises owned or occupied by the Customer (or any Authorized User) that forms one end of a Location-Pair and at which a Network Termination Point is located.

Location-Pair: Two (2) Locations specified by the Customer in a Service Provision Option between which the Company provides a Connection.

Local Access and Transport Area (LATA): A geographic area established for the provision and administration of communications services. LATA locations can be found in NECA Tariff F.C.C. No. 4 as filed with the Federal Communications Commission in Washington DC.

Minimum Service Period: The minimum period that a Customer may subscribe to Service.

Monthly Charge: A flat charge assessed the Customer each month for the use of the Company's Service.

Network Interface Specifications: The specifications relating to the interface between the Network and any Customer-Premises Equipment attached to the Network.

Network Termination Point: A point representing the physical and management boundary between the Network and Customer Premises Equipment. The Network Termination Point is on the Network side of the Customer Premises Equipment.

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1.5 Definitions - (continued)

Operational Service Date: The date when any Service, or any part of it, is first made available to the Customer by the Company or the date when the Customer first starts to use such Service (or any part of it), whichever date is the earlier.

Other Facilities Supplier: An entity other than the Company that provides facilities or services in connection with the Service furnished by the Company under this Tariff and not as a part of a joint undertaking with the Company to furnish Service under this Tariff.

Outage: A period during which Availability of a Connection during the Service Hours has ceased.

Permanent Virtual Circuit (PVC): A virtual circuit established on a permanent logical basis between two Ports.

Point of Presence (POP): A physical location at which a local access channel, the public switched telephone network, or other Communications Channel interconnects with Company Facilities for the origination or termination of communications.

Rate Center: The specific geographical location used for determining mileage measurements designated by Vertical and Horizontal coordinates..

Rate Center Area: The area encompassed by the central office codes (NNXs) that are assigned to a rate center.

Scheduled Service Date: The date upon which Service is scheduled to commence.

Service: The telecommunications service or services offered by the Company under this Tariff.

Service Interruption: A period of ten (10) or more consecutive seconds containing Severely Errored Seconds as monitored at the Demarcation Point(s). An Errored Second is not counted in determining whether a Service Interruption has occurred. An interruption or outage scheduled by the Company or beyond the Company's control is not considered a Service Interruption.

Service Order: The submission of a Company order form containing billing, technical and other descriptive information designed to enable the Company to furnish Service to the Customer.

Service Term: The period that the Customer subscribes to Service. The Service Term may be longer than the Minimum Service Period.

Special Construction: Installation, procurement or deployment of facilities at the Customer's request not normally used by the Company to provide Service.

Subsidiary: Any lower-tiered Entity affiliated with another Entity that (i) holds more than fifty percent of the voting rights, (ii) has the right to appoint or remove a majority of directors or trustees, or (iii) controls, alone or pursuant to an agreement with other shareholders or members, a majority of the beneficial ownership or voting rights of such lower-tiered Entity. Any Subsidiary of an Entity that, in turn, is itself a Subsidiary shall also be a Subsidiary.

Tariff: The Company's Tariff P.S.C. No. 1, Intrastate/IntraLATA Service.

Toll Free Service: "8NN" service, currently including 800,888 and 877, for which the called party is billed for the call.

United States: The forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, and the U.S. Virgin Islands.

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Definitions - (continued)

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Usage Charge: A charge assessed the Customer for the use of the Company's Service. Usage Charges are assessed per second or minute of use or multiple thereof, as specified in Sections 3.3 and 5 of this Tariff.

User: A person, firm, corporation or any other entity that uses the Service furnished to the Customer. A User includes an Authorized User.

Year of Service: The period of twelve (12) months commencing on the Effective Date and, thereafter, each successive period of twelve (12) months from such date.

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SECTION 2 - GENERAL REGULATIONS

2.1. Undertaking of the Company

2.1.1. **Scope** – The Company undertakes to provide Service between the points described herein, in accordance with the terms and conditions set forth in this Tariff. The Company does not transmit communications, but offers the use of Company Facilities, where available, for the transmission of communications.

The Company shall maintain sole and absolute discretion over the routing of Service furnished under this Tariff. In the event that the Company is required to make special arrangements to meet the requirements of the Customer, the applicable charges for Special Construction will be assessed in accordance with the applicable provisions of this Tariff.

2.1.2. **Availability of Service** – Service is available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of facilities and subject to transmission, atmospheric, topographical and like conditions. The Company may limit or interrupt the use of Service because of (i) the lack of transmission medium capacity, (ii) the need to perform maintenance, modifications, upgrades, relocations, testing or other similar activities necessary for the provision of Service, or (iii) any cause beyond its control.

The use and restoration of the Service during emergency conditions shall be in accordance with Part 64, Subpart D, Appendix A, of the FCC rules and regulations, 47 C.F.R. Part 64 (1993), which specifies the priority system for services.

The Company reserves the right, when necessary, to arrange for Service to be furnished through the facilities of Other Facilities Suppliers or other entities or through the use of agents or subcontractors.

2.1.3. **Transmission Medium** – The Company will select and arrange for the network components used to provide the services provided under this tariff. Any suitable technology or combination of technologies may be used. The Company may modify or change the components used to furnish service.

2.1.4. **Customer Premise Equipment (CPE)** – The Company does not provide CPE under this tariff, however, CPE may be used by the Customer.

2.1.5. **Through Transmission of Signals** – CCS is responsible for the provision of service from station to station up to the network interface, but is not responsible for the quality of transmission or signaling on the Customer's side of the network interface.

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2.1. Undertaking of the Company - (continued)

2.1.6. Liability of the Company - Except as stated in this Section the Company shall not be liable for damages of any kind, including without limitation consequential, special or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this Tariff. This Tariff does not limit the liability of the Company for willful misconduct, if established as a result of judicial or administrative proceedings.

The liability of the Company for damages arising out of mistakes, interruptions, omissions, delays, errors or defects occurring in the course of furnishing Service under this Tariff, and not caused by the failure or negligence of the Customer or Customer-Provided Equipment or service, shall in no event exceed the amount set forth in Section 4.

THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, CONCERNING THE COMPANY'S FACILITIES, EQUIPMENT, SOFTWARE OR SERVICE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT AUTHORIZE ANYONE, WHETHER A COMPANY EMPLOYEE, AGENT, SUB-CONTRACTOR, OR OTHERWISE, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND THE CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT.

NEITHER THE COMPANY NOR ANY OF ITS MANUFACTURERS, SUBCONTRACTORS OR SUPPLIERS WILL BE LIABLE TO THE CUSTOMER FOR LOST REVENUES, LOST PROFITS, LOST DATA, OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGE OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE CUSTOMER'S OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE EQUIPMENT, SERVICES OR SOFTWARE EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR FOR COMMERCIAL LOSS OF ANY KIND, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS, NOR SHALL ANY RECOVERY AGAINST THE COMPANY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) BE GREATER IN AMOUNT THAN THE CHARGES PAID BY THE CUSTOMER TO THE COMPANY UNDER THIS TARIFF. THE CUSTOMER ASSUMES ALL RISKS AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY OF THE CUSTOMER OR OTHERS ARISING OUT OF USE OR POSSESSION OF THE EQUIPMENT, SERVICES AND SOFTWARE PROVIDED UNDER THIS TARIFF.

2.1.6.A. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of the service(s) provided in this tariff.

2.1.6.B. The Company is not liable for damages associated with service, channels, or equipment which it does not furnish.

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2.1.6. Liability of the Company - (continued)

2.1.6.C. The Company is not liable for damages to a premises resulting from the furnishing of the service(s) provided in this tariff, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

2.1.6.D. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses, or damages arising from the use of the service(s) provided in this tariff.

2.1.6.E. The Company does not guarantee or make any warranty with respect to the service(s) provided in this tariff, when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses or damages by any person relating to the service(s) provided in this tariff, provided pursuant to this tariff when used in an explosive atmosphere.

2.1.6.F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and User against claims of patent infringement arising solely from the use by the Customer or User of the service(s) provided in this tariff, offered under this tariff and will indemnify such Customer or User for any damages awarded based solely on such claims.

2.1.6.G. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to any acts of God, fire, lightning, explosion, flood, extreme weather conditions or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; any national emergencies, insurrections, riots or wars; or any labor difficulties.

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2.2. Obligations of the Customer

2.2.1.. Service Ordering - A Customer shall provide the Company with a written Service Order specifying the date on which Service is requested to commence, the Service points, the duration of Service, the type and transmission speed of facilities required, and any special arrangements requested. Such Service Order also shall contain, but is not limited to, the following information: (i) name; (ii) address; and (iii) telephone number.

2.2.1.A. After receipt of an initial Service Order, the Company will indicate its acceptance by signing that Service Order and providing to the Customer a Scheduled Service Date, which will be an estimate as to when the Service will commence. The Customer shall notify the Company, in writing within 10 days of the Company's acceptance, whether the Company should process the Service Order. The Service shall commence on its Operational Service Date.

2.2.1.B. An application for Service may be changed or cancelled prior to the Scheduled Service Date by the Customer upon written notice to the Company, provided the Customer pays all costs, including any costs assessed by Other Facilities Suppliers, incurred by Company in accommodating any change or cancellation

2.2.1.C. In the event the Operational Service Date does not occur on or before the thirtieth (30th) day following the Scheduled Service Date, or the Company notifies the Customer that Service will not be furnished, the following shall apply:

2.2.1.C.1. If the delay is due to any act or omission of the Customer or User, the Customer may cancel the application for Service and shall pay all costs incurred by the Company in preparing to furnish Service.

2.2.1.C.2. If the delay is due to any cause other than those specified in (a) above, the Customer may cancel the application for Service and no cancellation charges shall apply

2.2.2 Special Construction - The Charges for Service requiring Special Construction by the Company will be developed on a case-by-case basis. The Company may require the Customer to pay in advance the Charges for Special Construction

2.2.3.. Payments and Charges

2.2.3.A. Application of Charges - The rates and charges that are in effect for the services provided in this tariff when furnished are the rates and charges used to determine the Customer's bill. If the rates for services furnished on a monthly basis change after a bill has been rendered, the bill will be adjusted to reflect the new charges.

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2.1.7.C.

Payments and Charges - (continued)

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2.2.3.B.

Payment for Service - The Customer is responsible for payment of all Charges for Service furnished by the Company to the Customer. Charges for each Service shall commence on its Operational Service Date. Charges, including Local Access Channel Charges, Special Construction Charges, Monthly Charges and Usage Charges, are due and payable upon receipt. Usage Charges shall be assessed in arrears. Monthly Charges will be assessed in advance. Invoices will be submitted monthly.

The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that unauthorized use or misuse occurred over the Service. The Customer shall indemnify and hold harmless the Company against all costs, expenses, claims or actions arising from unauthorized use or misuse of any nature of the Service

2.2.4.

Miscellaneous Rates and Charges - CCS may adjust its rates and charges or impose additional rates, surcharges and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access CCS service.

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2.1.7.D. Miscellaneous Rates and Charges - (continued)

2.2.4.A. Carrier Line Charge - Customers of outbound services provided pursuant to this Tariff are subject to an undiscountable Carrier Line Charge (CLC) which is a monthly recurring charge. The Carrier Line Charge will be applied subject to billing availability.

2.2.4.B. Payphone Compensation Charge - In addition to all other charges for service under this tariff, an undiscountable Payphone Use Charge of \$0.35 shall apply to each non coin call placed from a domestic payphone by or to the Customer to cover the cost incurred by the Company for the use of the payphone instrument to access services provided by the Company

2.2.4.C. Optional Billing Arrangements - When a call is not billed to the calling station, the Company offers certain billing options depending on the type of call. These options are:

2.2.4.C.1. Collect Calls - This option allows a call to be billed to the called station, if the charges are accepted by the called party, station, or number. Collect Calls are not acceptable at a public or semi-public coin station. In lieu of a collect call to a public or semi-public coin station, the charges may be billed to a Calling Card or the call may be re-originated from the called station.

2.2.4.C.2. Calling Card - This option enables a Customer to charge a call to a Calling Card (CCS or a Local Exchange Company). Calls charged to a commercial credit/charge card must be made from a suitably equipped telephone or from international locations where available. *Charges for the call will be reflected on the statement issued by the respective commercial credit/charge card institution.

2.2.4.C.3. Third Number Billing - This option allows a call to be billed to a telephone number identified with a station other than the calling or called one. Charges to be billed to a third number are subject to verification by the Company that they will be accepted at the third number, prior to completion of the call. Other efforts may be undertaken subsequently by the Company, as necessary, to determine responsibility for payment of such calls. Third Number Billed Calls are not permitted to be billed to stations located in CNMI or Guam.

2.2.4.D. Gross Receipts Tax - When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate telecommunications services provided to and billed to a Customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

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2.2.5. Advance Payments and Deposits - The Customer may be required to provide suitable security, including but not limited to a deposit, bank letter of credit, or advance payment, to be held by the Company as a guaranty of the payment of Charges. Such security may be applied at any time, at the option of the Company, in payment of any unpaid Charges for Service furnished to the Customer or in payment of applicable Termination Charges. Such a deposit will not exceed an amount equal to an aggregate of three (3) months' recurring and nonrecurring charges for all Services and Company Facilities to be provided to Customer plus, where special construction is necessary in order to install the Services and/or Company Facilities, an amount equal to the estimated aggregate nonrecurring charges (if any) for such construction, whenever incurred. The Company shall refund deposits to Customers in accordance with Section 2. below.

2.2.5.A. When a Service Order is canceled, at the Customer's request, prior to the commencement of Service, the deposit will be applied to all applicable Charges.

2.2.5.B. The Company, upon the termination of Service, will refund within sixty (60) days the Customer's deposit, or the balance in excess of unpaid Charges, if any, for Service

2.2.5.C. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations or from the prompt payment of bills nor constitutes a waiver or modification of the regulations of the Company providing for the termination of Service for nonpayment of any sums due the Company for Service rendered.

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2.2. Obligations of the Customer - (continued)

2.2.6. **Billing Disputes** - When the Customer disputes a bill for the Company's Service, the Customer shall: (i) pay any undisputed portion of the bill or, at the Customer's election, pay the disputed portion pending resolution of the dispute; (ii) advise the Company in writing that the bill or any portions thereof are disputed by the Customer; and (iii) provide a written explanation of the basis for the dispute within 30 days of the invoice date in question.

The Company will review the Customer's bill and notify the Customer within a reasonable time of the outcome of its review. If the Company agrees with the Customer, it shall credit the Customer's account for any disputed amounts paid by the Customer. If the Company disagrees with the Customer, any disputed amount unpaid by the Customer shall become payable upon notice to the Customer.

If there remains a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Missouri Public Service Commission. The address of the Commission is:

Missouri Public Service Commission
301 West High Street, Room 530
P.O. Box 360
Jefferson City, MO 65102-0360

Billing inquiries may be directed to the Company at the following number: (703) 707-4127.

2.2.7. **Use of Service** - Service may be used to transmit communications of the Customer or User in a manner consistent with the terms and conditions of this Tariff and the policies and regulations of the Commission and other authorities involved.

Service is furnished subject to the condition that the Customer or User not use such Service for any illegal purpose, or in a manner that violates the law, or for annoying any person, or in a manner that interferes with the reasonable use of the Company's Service by other customers or users.

The Customer shall ensure that the use of Service by the Customer or User shall not (i) interfere with any other Service offered by the Company; (ii) endanger the safety of the Company's employees or the public; or (iii) damage or require change in or alteration of Company Facilities or interfere with the proper functioning of such facilities. If any equipment, facilities or services provided by the Customer or User is causing or is likely to cause such hazard or interference, the Company may suspend or terminate Service, and the Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.

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2.2. Obligations of the Customer (continued)

2.2.8. Customer Premises - The Customer shall provide to the Company all reasonable personnel, power and space required to operate all Company Facilities installed on the Customer Premises.

Prior to commencement of installation of Company Facilities, the Customer and Company shall have determined the location of Company Facilities at the Customer Premises and the Customer, at its own expense, shall have completed any preparatory work required by the Company at the Customer Premises or to Customer-Provided Equipment to ensure technical compatibility with Company Facilities or Service.

The Customer shall be responsible for making Customer Premises available, upon reasonable notice and at reasonable hours, for such tests and inspections as may be necessary to determine compliance with the requirements of this Tariff regarding the installation, operation or maintenance of Company Facilities or Customer-Provided Equipment.

The Company undertakes that its employees, agents and sub-contractors shall observe the Customer's reasonable site regulations previously advised in writing to the Company. In the event of any conflict between such site regulations and this Tariff, the terms and conditions of this Tariff shall prevail.

2.2.9. Provision of Customer Equipment and Facilities - The Company shall not be responsible for the installation, operation or maintenance of Customer-Provided Equipment. Where Customer-Provided Equipment is connected to the Service furnished under this Tariff, the responsibility of the Company shall be limited to the furnishing of Service under this Tariff and to the maintenance and operation of such Service; subject to this restriction, the Company shall not be responsible for: the through transmission of signals generated by Customer-Provided Equipment; or the reception of signals by Customer-Provided Equipment; or network control signalling where such signalling is performed by Customer-Provided network control signalling equipment.

Customer-Provided Equipment for use in connection with this Service shall be so constructed, maintained and operated as to be technically compatible with Company Facilities and Service to the Company's satisfaction, shall not be capable of transmitting or receiving any message or communication over the Service except in accordance with this Tariff, and shall be in compliance with all FCC rules and regulations. Any special interface equipment or reasonable security procedure necessary to achieve compatibility between Customer-Provided Equipment and Company Facilities or Service shall be provided at the Customer's expense.

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2.2.9. Provision of Customer Equipment and Facilities (continued)

The Customer shall cooperate with the Company in the installation, testing, operation and maintenance of equipment and facilities used in connection with the provision of Service pursuant to this Tariff. The Customer shall at its own expense provide reasonable assistance and facilities to the Company in the installation of equipment, shall provide at its own expense any electricity required for the proper functioning of such equipment and shall provide or procure at its own expense suitable accommodation, facilities and environmental conditions for housing of such equipment and all necessary electrical and other installations and fittings. The Customer is responsible for arranging premises access at any reasonable time so that Company personnel may install, repair, maintain, inspect or remove service components. Premises access must be made available at a time mutually agreeable to the Customer and Company.

2.2.10. Automatic Number Identification/Charge Number Service - Customers who obtain a telephone subscribers information through Automatic Number Identification or Charge Number service must comply with the following regulations adopted by the Federal Communications Commission regarding the use and sale of information derived from Automatic Number Identification or Charge Number services:

- Customers are permitted to use the telephone number and billing information for billing and collection, routing, screening and completion of the originating telephone subscriber's call or transaction, or for services directly related to the originating telephone subscriber's call or transactions;

- Customers are prohibited from reusing or selling the telephone number or billing information without first 1) notifying the originating telephone subscriber and 2) obtaining the affirmative consent of such subscriber for such reuse or sale; and

- Customers are prohibited from disclosing, except as permitted by above, any information derived from the Automatic Number Identification or Charge Number service for any purpose other than: 1) performing the services or transactions that are the subject of the telephone subscribers call, 2) ensuring network performance security and the effectiveness of call delivery, 3) compiling, using and disclosing aggregate information, and 4) complying with applicable law or legal process.

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2.2. **Obligations of the Customer (continued)**

2.2.11. **Proof of Authorization for Carrier Change** - A Customer that is a telecommunications carrier (or that is acting on behalf of a telecommunications carrier) may not submit an order that will result in a change in a telecommunications subscriber's Primary Interexchange Carrier (PIC) (including PIC changes that do not involve CIC changes) unless it first has obtained authorization from the subscriber, in compliance with any applicable Commission rules and without misleading the subscriber as to the identity of the carrier soliciting the carrier change or the relationship of that carrier to the Company. A Customer that submits such a carrier change order shall provide to the Company adequate proof of authorization and compliance within fifteen days after the Company makes a written request therefor.

2.2.12. **Agency Agreement** - The Company will accept orders from an agent appointed by the Customer. An agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for the service(s) provided in this tariff will be sent to the agent. The bill will be issued in the name of the Customer, in care of the agent.

The Customer retains responsibility for compliance with tariff regulations and any act or omission of the agent, regardless of any limitations the Customer may place on the agent's authority.

2.2.13. **Availability for Maintenance, Testing or Modifications** - The Customer must make the service available for maintenance, testing, or implementation of changes it has ordered, at any reasonable, mutually agreeable time. Occasionally an impairment may only be evident at certain times (e.g., a certain hour of the day). In such cases, the service must be made available for testing during the same time periods if the trouble condition is to be corrected.

2.3. **Liability of the Customer** - The Customer shall be liable for any damages to or loss of Company Facilities, Company Equipment or Service or for any injury to the Company's employees, agents or sub-contractors caused by the negligence or willful act of the Customer's officers, employees, agents or sub-contractors or the Customer's Users, patrons or lessors

The Customer shall be responsible for the payment of all costs and expenses, including reasonable counsel fees and disbursements, incurred by the Company in connection with any legal or other proceedings and any appeals therefrom to collect any Charges due pursuant to Service under this Tariff or to enforce any terms or conditions of this Tariff against the Customer where the Company substantially prevails in such proceedings.

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SECTION 3 – SERVICE CLASSIFICATIONS AND RATE APPLICATION

3.1. Message Telephone Service – This section contains regulations and rate applications for two-point Message Telephone Service and applies to dial station and Calling Card where applicable.

3.1.1. Application of Charges – The determination of specific charges for calls can be found in the respective rate schedules in Section 4 of this tariff. The rate in effect at the calling station at the time the connection is established shall apply to the entire call.

3.1.1.A. Initial Period – The Initial Period applied to a call is the minimum amount of time used for call charge purposes. The specific length of the Minimum Period can be found on the applicable Rate Schedule.

3.1.1.B. Additional Period – the Additional Period is the increment used to bill for a chargeable call when the call extends beyond the Initial Period. Additional Period rates apply for each Additional Period or fraction thereof that the call continues beyond the Initial Period.

3.1.1.C. Payphone Use Charge - In addition to all other charges for service under this tariff, a Payphone Use Charge applies to each non coin call placed from a domestic payphone by or to the Customer. This charge is instituted to cover the cost incurred by the Company for the use of the payphone instrument to access services provided by the Company.

3.1.2. Availability - Message Telephone Service is available throughout the State of Missouri where the Company has authorization to provide service and the billing capability exists.

3.1.3. Access – Local Exchange Service Access is required to access this service. The Customer is responsible for obtaining the Local Exchange Switched Access from a Local Access supplier and must presubscribe to the Company as the primary carrier.

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3. SERVICE CLASSIFICATIONS AND RATE APPLICATION (continued)

3.2. Private Line Service – This section contains regulations and rate applications for Private Line Service. Private line service is not provided with any local exchange

3.2.1. Application of Charges – The service elements for the Private Line Services provided under this tariff include: inter-POP channels, access and other miscellaneous features. The determination of specific charges for Private Line Service can be found in the respective rate schedules in Section 4 of this tariff.

3.2.1.A. Inter-POP Channels – Inter-POP Channels are used to connect Company POPs and Company VPOPS within the State of Missouri and may include the Company's own facilities or facilities obtained from other carriers. The determination of specific charges for Inter-POP Channels can be found in Section 4 of this tariff.

3.2.1.B. Access – Access to POPs and VPOPS is provided by the Company using suitable access channel either over the Company's own facilities or facilities obtained from other carriers. Choice of suitable facilities shall be at the sole discretion of the Company. Customers who request specific facilities may be assessed additional charges. The determination of specific charges for Access can be found in Section 4 of this tariff.

3.2.1.C. Miscellaneous Rates and Charges - Miscellaneous Rates and Charges include charges for additional features that enhance the functionality of the service to the Customer as well as charges imposed on the Company in the process of providing service to the Customer. The determination of specific charges for miscellaneous features that are requested by the Customer can be found in Section 4 of this tariff. Other Miscellaneous Rates and Charges can be found below.

3.2.1.C.1. Special Access Surcharge - The Customer agrees to pay the amount of any monthly Special Access Surcharge which Local Exchange Carriers may collect from the Company on behalf of any services or facilities used to provide services to the Customer.

3.2.1.D. Availability – Private Line Service is available between the LATAs in Missouri where facilities are available.

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3. **SERVICE CLASSIFICATIONS AND RATE APPLICATION (continued)**

3.3. **Custom Network Services** – This section contains regulations and rate applications for Custom Network Service.

3.3.1. **Virtual Network Service (VNS)** – Virtual Network Service is a telecommunications service offering virtual private network connectivity to transmit voice, data and other communications. Access to VNS is provided through Local Access Channels or through the public switched telephone network.

3.3.1.A. **Application of Charges** – The determination of specific charges for calls can be found in the respective rate schedules in Section 4 of this tariff. The rate in effect at the calling station at the time the connection is established shall apply to the entire call.

3.3.1.A.1. **Initial Period** – The Initial Period applied to a call is the minimum amount of time used for call charge purposes. The specific length of the Minimum Period can be found on the applicable Rate Schedule.

3.3.1.A.2. **Additional Period** – the Additional Period is the increment used to bill for a chargeable call when the call extends beyond the Initial Period. Additional Period rates apply for each Additional Period or fraction thereof that the call continues beyond the Initial Period.

3.3.1.A.3. **Payphone Use Charge** – In addition to all other charges for service under this tariff, a Payphone Use Charge applies to each non coin call placed from a domestic payphone by or to the Customer to cover the cost incurred by the Company for the use of the payphone instrument to access services provided by the Company.

3.3.1.B. **Availability** – Virtual Network Service is available statewide where the billing capability exists for the Company.

3.3.1.C. **Access** – Local Exchange Service Access is required to access portion of this service. The Customer is responsible for obtaining the Local Exchange Switched Access from a Local Access supplier and must presubscribe to the Company as the primary carrier.

3.3.1.D. **Types of Virtual Network Service**

3.3.1.D.1. **OnNet** – OnNet Service is the virtual connection between LATAs and within the State of Missouri, between Customer Premises that are connected to the Company POP or VPOP using dedicated Access.

3.3.1.D.2. **On-OffNet** – On-OffNet Service is the virtual connection between LATAs and within the State of Missouri, between locations using dedicated Access to connect the Customer Premises to the POP or VPOP on one end and a Customer Premises using switched access at the other end.

3.3.1.D.3. **Dial Up Access from Registered Sites (Dial Up Access)** – Dial Up Access is the virtual connection between LATAs and within the State of Missouri, between Customer Premises connected through the public switched telephone network using an access authorization mechanism at the originating end.

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SECTION 4 - RATES AND CHARGES

4.1. Message Telephone Service

4.1.1. **Rate Periods** - The Rate Periods used in this tariff include Standard, Discount and Economy, are based on the time of the originating end at the start of the call and are applied as follows: Standard time is from 7:00 AM to 7:00 PM, Discount time is from 7:00 PM to 12 midnight and Economy time is from 12 midnight to 7:00 AM.

4.1.2. **Mileage Measurements** - Mileage measurement, when applicable, is the distance in airline miles between locations. The mileage is the distance between the rate center of the originating station and the rate center of the terminating station and is measured using the calculation of airline miles as specified in NECA Tariff F.C.C. No. 4.

4.1.3. **Rates** - The Rates for Message Telephone Service are based on the time of day, day of week, length (in miles) and duration. The Initial Period is 30 seconds and the Additional Period is 6 seconds. Following are the rates for the different types of calls.

RATES FOR MESSAGE TELEPHONE SERVICE

<u>Mileage</u>	<u>Standard</u>		<u>Discount</u>		<u>Economy</u>	
	<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>
0-20	.215	.043	.19	.038	.165	.033
20-50	.215	.043	.19	.038	.165	.033
50-100	.215	.043	.19	.038	.165	.033
100 +	.215	.043	.19	.038	.165	.033

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4. RATES AND CHARGES (CONTINUED)

4.2. Private Line

4.2.1. Inter-POP Channels

4.2.1.A. Mileage Measurements - Mileage measurement is the distance in airline miles between locations. For POP to POP (or VPOP) Service, the mileage is the distance between the V&H coordinates of the POP or VPOP. Miles are measured using the calculation of airline miles as specified in NECA Tariff F.C.C. No. 4. Fractional miles are rounded to the next higher mile.

4.2.1.B. Rates - The Rates for Inter-POP Channels are based on the type of service and the distance, measured in miles, between POPs or VPOPs and consist of a fixed and per mile component.

RATES FOR Inter-POP SERVICE

<u>Service</u>	<u>Fixed</u>	<u>Per Mile</u>
Voicegrade	\$284.00	\$0.33
9.6 Kbps	\$284.00	\$0.36
56/64 Kbps	\$284.00	\$0.33
1.5 Mbps	\$284.00	\$3.87

4.2.2. Access Channels

4.2.2.A. Mileage Measurements - Mileage measurement, when required, is the distance in airline miles between Local Exchange Carrier serving wire centers. Miles are measured using the calculation of airline miles as specified in NECA Tariff F.C.C. No. 4. Fractional miles are rounded to the next higher mile.

4.2.2.B. Rates - The Rates for Access Channels are based on the type of service and the distance, measured in miles, between Local Exchange Carrier serving wire centers.

RATES FOR ACCESS SERVICE

<u>Service</u>	<u>Zero Miles</u>	<u>Fixed</u>	<u>Per Mile</u>	<u>Installation</u>
Voicegrade	\$177.00	\$177.00	\$1.29	\$1800.00
9.6 Kbps	\$237.00	\$237.00	\$2.14	\$1200.00
56/64 Kbps	\$389.00	\$389.00	\$6.24	\$1400.00
1.5 Mbps	\$740.00	\$740.00	\$25.00	\$2500.00

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4. RATES AND CHARGES (CONTINUED)

4.3. Custom Network Services

4.3.1. Virtual Network Service (VNS)

4.3.1.A. **Rate Periods** – The Rate Periods used for VNS include Standard, Discount and Economy, are based on the time of the originating end at the start of the call and are applied as follows: Standard time is from 7:00 AM to 7:00 PM, Discount time is from 7:00 PM to 12 midnight and Economy time is from 12 midnight to 7:00 AM.

4.3.1.B. **Mileage Measurements** - Mileage measurement, when applicable, is the distance in airline miles between locations. For OnNet Service, the mileage is the distance between the V&H coordinates of the POP or VPOP of the originating station and the V&H coordinates of the POP or VPOP of the terminating station. For On-OffNet Service, the mileage is the distance between the rate center of the off net station and the V&H coordinates of the POP or VPOP of the dedicated station. For Dial Up Service Service, the mileage is the distance between the rate center of the originating station and the rate center of the terminating station. Miles are measured using the calculation of airline miles as specified in NECA Tariff F.C.C. No. 4.

4.3.1.C. **Rates** – The Rates for VNS are based on the type of call, time of day, day of week, length (in miles) and duration. The Initial Period is 18 seconds and the Additional Period is 6 seconds. Following are the rates for the different types of VNS calls.

4.3.1.C.1. **OnNet** – OnNet Service is provided between Customer Premises that are connected to the Company POP or VPOP using dedicated Access.

RATES FOR OnNet SERVICE

<u>Mileage</u>	<u>Standard</u>		<u>Discount</u>		<u>Economy</u>	
	<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>
0-20	.090	.030	.060	.020	.045	.015
20-50	.090	.030	.060	.020	.045	.015
50-100	.090	.030	.060	.020	.045	.015
100 +	.090	.030	.060	.020	.045	.015

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4.3.1.C. Rates (continued)

4.3.1.C.2. On-OffNet – On-OffNet Service is provided between locations using dedicated Access to connect the Customer Premises to the POP or VPOP on one end and a Customer Premises using switched access at the other end.

RATES FOR On-OffNet SERVICE

<u>Mileage</u>	<u>Standard</u>		<u>Discount</u>		<u>Economy</u>	
	<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>
0-20	.090	.030	.060	.020	.045	.015
20-50	.090	.030	.060	.020	.045	.015
50-100	.090	.030	.060	.020	.045	.015
100 +	.090	.030	.060	.020	.045	.015

4.3.1.C.3. Dial Up Access from Registered Sites – Dial Up Access is provided between Customer Premises connected through the public switched telephone network using an access authorization mechanism at the originating end.

RATES FOR Dial Up Access SERVICE

<u>Mileage</u>	<u>Standard</u>		<u>Discount</u>		<u>Economy</u>	
	<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>
0-20	.090	.030	.060	.020	.045	.015
20-50	.090	.030	.060	.020	.045	.015
50-100	.090	.030	.060	.020	.045	.015
100 +	.090	.030	.060	.020	.045	.015

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