
ACCESS SERVICES

TITLE SHEET

TCG ST. LOUIS

Schedule of Rates, Charges, and Regulations Governing Regulated

ACCESS SERVICES

Applying to Intrastate Services within
the State of Missouri

Effective July 19, 2010 TCG St Louis P.S.C MO Tariff No. 5, replaces
P.S.C. Tariff No. 3 in its entirety.

ISSUED: JUNE 17, 2010

EFFECTIVE: JULY 19, 2010

CANCELLED
January 14, 2012
Missouri Public
Service Commission
JC-2012-0271

ISSUED BY: CAROL PAULSEN, DIRECTOR
208 S AKARD ST., DALLAS, TX, 75202

FILED
Missouri Public
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ACCESS SERVICES

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EXPLANATION OF SYMBOLS

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

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (T) To signify change in text.

WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-94-160 the following Rules and Regulations have been waived for purposes of offering network services as set forth herein:

<u>Statutory Provisions</u>		<u>Commission Rules</u>	
Section 392.240	(1) Commission rate making	4 CSR 240-10.020	Depreciation fund income
Section 392.270	Property Valuation	4 CSR 240-30.010 (2) (C)	Copies of rate schedules
Section 392.280	Depreciation accounts	4 CSR 240-32.030 (1) (B)	Exchange boundary maps
Section 392.290	Securities issuance	4 CSR 240-32.030 (1) (C)	Record keeping
Section 392.310	Stock and debt issuance	4 CSR 240-32.030 (2)	In-state record keeping
Section 392.320	Stock dividend payment	4 CSR 240-32.050 (3)	Local off. record keeping
Section 392.330	Issuance of securities	4 CSR 240-32.050 (4)	Telephone directories
	debts & notes	4 CSR 240-32.050 (5)	Call Intercept
Section 392.340	Reorganization (s)	4 CSR 240-32.050 (6)	Telephone number changes
		4 CSR 240-32.070 (4)	Public coin telephone
		4 CSR 240-33.030	Minimum charges rule

The following Statutes and Rules have been waived in accordance with the Missouri Public Service Commission's Report and Order (Case No. TA-96-345) dated February 17, 1997:

<u>Statutory Provisions</u>		<u>Commission Rules</u>	
392.210.2	Uniform System of Accounts	4 CSR 240-10.020	Depreciation fund income
392.270	valuation of property (rate making)	4 CSR 240-30.040	Uniform System of Accts.
392.280	depreciation accounts	4 CSR 240-35	Reporting of bypass & customer
392.290.1	issuance of securities		Specific arrangements
392.300.2	acquisition of stock	4 CSR 240-2.060	45 day tariff filing pending
392.310	Stock and debt issuance		interconnection agreement(s)
392.320	stock dividend payment		
392.330	issuance of securities, debts and notes		
392.340	reorganization (s)		

ACCESS SERVICES

1. APPLICATION OF TARIFF

This tariff applies to the furnishing of Access Services by TCG St. Louis ("TCG") within the State of Missouri. Dedicated Access Services are furnished for the use of business customers in establishing a point-to-point communications path within the State of Missouri. Switched Access Services are furnished for the capability of originating and terminating intrastate Long Distance calls.

This tariff applies only for the use of the Company's services for communications within the State of Missouri.

The provision of Access Services is subject to existing regulations specified in the tariffs of TCG St. Louis, and may be revised, added to, or supplemented by superseding issues.

All offered service contained herein is subject to available facilities and authorization from the local municipalities in the jurisdiction where the service is offered.

When services and facilities provided by TCG are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of TCG apply only to the use of TCG's services and facilities.

Services under this Tariff may be offered and billed under the name of the Teleport Communications Group Operating Company serving the customer's location, or under the name of a subsidiary or affiliate, including but not limited to AT&T Corp., AT&T Communications, any AT&T affiliates authorized to provide you with AT&T services prior to November 17, 2005. Services may be offered singly or in bundles with services offered by Teleport Communications Group Operating Companies or their affiliates.

ACCESS SERVICES

2. REGULATIONS

2.1 Undertaking of the Company

- A) The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- B) Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- B) The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

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 on a non-discriminatory basis.
- B) The furnishing of service under the tariffs of the Company 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 to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

ACCESS SERVICES

2. REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D) In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E) The tariffs of the Company shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.

ACCESS SERVICES

2. REGULATIONS

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, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.8 following. 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 or User as a result of any the Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B) 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 civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- C) The Company shall not be liable for any act or omission of any entity furnishing to the Company nor to the Company's Customers or Users facilities or equipment used for or with the services the Company offers.
- D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer - or User-provided equipment or facilities.
- E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.

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ACCESS SERVICES

2. REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- F) The Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim except as stated herein. No action or proceeding against the Company shall be commenced more than two years after the service is rendered or as required by St. Louis law.
- H) 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.
- I) The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- J) The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- K) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS TARIFFS.
- L) The Company shall not be liable for and damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with TCG St. Louis service.

ACCESS SERVICES

2. REGULATIONS

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 Provision 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 the tariffs of the Company.
- B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to 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.
- C) The Company may substitute, change or rearrange any equipment or facility at 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 as set forth herein for visits by the Company's agents or employees to the Premises of the Customer or User 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 or User.

ACCESS SERVICES

2. REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

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

- the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- the reception of signals by Customer-provided equipment.

2.1.7 Non-Routine Installation

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

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company.

2.1.9 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

ACCESS SERVICES

2. REGULATIONS

2.2 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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ACCESS SERVICES

2. REGULATIONS

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to the tariffs of the Company;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service

ACCESS SERVICES

2. REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (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 the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- 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 the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D) preceding, granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H) making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

ACCESS SERVICES

2. REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C) A Customer or User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in the tariffs of the Company will apply.

ACCESS SERVICES

2. REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.3 Claims

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

- A) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invites of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invites;
- 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 or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or
- C) any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

ACCESS SERVICES

2. REGULATIONS

2.4 Customer Liability for Unauthorized Use of the Network

2.4.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B) The following activities constitute fraudulent use:
- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service:
 - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3) Toll Free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 - 4) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

ACCESS SERVICES

2. REGULATIONS

2.4 Customer Liability for Unauthorized Use of the Network (Cont'd)

2.4.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is responsible for payment of all outbound call charges arising from the calls placed to a Customer's Toll Free Service number, whether or not calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- D) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

ACCESS SERVICES

2. REGULATIONS

2.5 Customer Equipment and Channels

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of telephonic signals, except as otherwise stated in the tariffs of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its services will be suitable for purposes other than telephonic communication.

2.5.1 Station Equipment

- A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- B) The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C) Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.
- D) The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

ACCESS SERVICES

2. REGULATIONS

2.5 Customer Equipment and Channels (Cont'd)

2.5.2 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C) Facilities furnished under the tariffs of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.5.3 Tests and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

ACCESS SERVICES

2. REGULATIONS

2.5 Customer Equipment and Channels (Cont'd)

2.5.4 Inspections

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in Section 2.5.1 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 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.

ACCESS SERVICES

2. REGULATIONS**2.6 Customer Deposits and Advance Payments****2.6.1 Advance Payments**

To safeguard its interests, the Company may require Customers to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and the first month's recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.

A Customer whose service has been discontinued for non-payment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

2.6.2 Deposits

The Company may require an applicant or customer to make a suitable cash deposit to be held by the Company as a guarantee of the payment of charges for service. Except as otherwise specified in the Company's applicable tariffs, the amount of the deposit shall not exceed the amount of charges for service which it is estimated will accrue for a period of two months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not suitable to safeguard the interests of the Company, the Company may require an adjustment of the deposit not exceeding the charges which it is estimated will accrue for a period of two months. When service is terminated, any balance of the deposit remaining after deduction of all sums due the Company will be returned to the customer, or the deposit may be returned at any time previous thereto, at the option of the Company. Interest on deposits will be paid each year at a rate which is established in January of each year to equal the average of the percent annual yields of one year treasury bills (auction average issue date) for October, November and December of the preceding year. At the option of the customer, the Company may either annually make direct payment to the customer or credit the customer's account with any accrued interest.

The fact that a deposit is held by the Company shall in no way relieve the applicant or customer from compliance with the Company's regulations as to advance payments and payment for service, nor constitutes a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due the Company for the service rendered.

ACCESS SERVICES

2. REGULATIONS

2.7 Payment Arrangements

2.7.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.7.2 Billing and Collection of Charges

- A) Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.
- C) Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.
- D) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- E) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a late factor of 1.5 % per month.

ACCESS SERVICES

2. REGULATIONS

2.7 Payment Arrangements (Cont'd)

2.7.3 Discontinuance of Service

- A) Upon nonpayment of any amounts owing to the Company for services found herein, the Company may, by giving ten days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability. The Company may, under the following conditions, discontinue service to a Customer without notice:
 - 1) If a condition immediately hazardous to life, physical safety, or property exists;
 - 2) Upon order by any court, the Missouri Public Service Commission, or any other duly authorized public authority;
 - 3) If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.
- D) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E) Upon the Company's discontinuance of service to the Customer under paragraphs A or B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at 6%).

ACCESS SERVICES

2. REGULATIONS

2.7 Payment Arrangements (Cont'd)

2.7.4 Application of Partial Payments

If a customer continues to pay all current bills, defined as that portion of the amount owed by the customer for services contained herein that is not more than 30 days overdue, the Company shall not discontinue service for non-payment of a past due amount for the Company's services when the customer has entered into an amortization agreement with the Company. Payments for current bills shall first be credited to the Company's Access Service. Past due amounts collected under the amortization schedule will first be applied by the Company to eliminating any over-due payments for Access Service. A reasonable period of amortization of past due amounts shall be three months. Amortization is not appropriate unless the past due amount of the customer is greater than twice the average monthly bill for the class of service to which the customer belongs over the last six months for the use of the Company's serviced contained in this tariff.

2.7.5 Notification of Discontinuance

Upon 10 days notification of discontinuance of service in accordance with the regulations outlined above, the customer shall receive notification on how to contact the Company to resolve any dispute, to amount and due date of any non-payment, information concerning the violation of any rule, and, in addition the notice will advised the customer of his or her rights as follows:

- A) The right to make a formal complaint to the Public Service Commission staff by letter, telephone, or in person.
- B) The right to request, in writing, a hearing before the Public Service Commission conducted in accordance with the Rules of Practices and Procedure of the Public Service Commission. If a hearing is requested, the Company may request the Public Service Commission to order the applicant for a hearing to post an additional deposit or bond with the Company in an amount the Public Service Commission deems reasonable under the circumstances. Further, the Public Service Commission may order the Company not to terminate service pending a hearing at the discretion of the Public Service Commission. Ordinarily, an order not to terminate service will be issued only if:
 - (1) The customer has posted a deposit or bond with the Company equal to the amount in dispute or as otherwise prescribed by the Public Service Commission; or
 - (2) The customer has previously made an informal complaint to the Public Service Commission Staff and Staff investigation of the complaint indicates probable success of the customer.

ACCESS SERVICES

2. REGULATIONS

2.7 Payment Arrangements (Cont'd)

2.7.6 Cancellation of Application for Service

- A) Applications for service are non-cancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

ACCESS SERVICES

2. REGULATIONS

2.7 Payment Arrangements (Cont'd)

2.7.8 Changes in Service Requested

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

2.7.9 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and all taxes, fees, and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates.

2.7.10 Disputed Bills

- A. In the event of a billing dispute, the Customer may dispute a bill only by written notice delivered to the Company within 90 days after the invoice date and must include sufficient documentation consistent with the requirements as specified in Section 2.7.10. The billing dispute date is the date the Customer presents sufficient written documentation to the Company to support its claim for incorrect billing. Unless such notice and documentation are received in the timely fashion indicated above, the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by Company that the Customer may file a formal or informal complaint with the;

Missouri Public Service Commission
Governor Office Building
200 Madison Street
P.O. Box 360
Jefferson City, Missouri 65102

ACCESS SERVICES

2. REGULATIONS

2.7 Payment Arrangements (Cont'd)

2.7.10 Disputed Bills (cont'd)

- B. In the event that the Customer disputes all or part of the billed amount and if the Company sustains the disputed charges after investigating the dispute, the applicable Late Payment Charge will apply to any unpaid charges and shall be deemed correct and binding on the Customer. If, alternatively, the Company credits the charges after investigating the dispute, the Late Payment Charge will not apply.
- C. In the event that the Customer disputes all or part of the billed amounts, and the Customer pays the total billed amount and the dispute is resolved in favor of the Customer, the Company will refund any overpayment. When a claim is filed within ninety (90) days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin on the date of the claim or the date of overpayment, whichever is later. The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be the rate set forth in 2.7.2 preceding.
- D. Sufficient written documentation consists of the following information, where such information is relevant to the dispute:
 - 1. Dedicated Access
 - a. A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received).
 - b. The account number under which the bill was rendered.

ACCESS SERVICES

2. REGULATIONS

2.7 Payment Arrangements (Cont'd)

2.7.10 Disputed Bills (Cont'd)

D. (Cont'd)

1. Dedicated Access (Cont'd)

- c. The date of the bill.
- d. The invoice number.
- e. The circuit number, line number, trunk group number, Two-Six Code (TSC), end office or tandem identification, or other appropriate facility identification.
- f. The exact dollar amount in dispute.
- g. The universal service order code(s) (USOCs) associated with the service.
- h. The Purchase Order Number(s) and dates involved for disputes involving order activity.
- i. Details sufficient to identify the specific amount(s) and item(s) in dispute.
- j. The name of the person responsible for the Customer's dispute.
- k. Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

ACCESS SERVICES

2. REGULATIONS

2.7 Payment Arrangements (Cont'd)

2.7.10 Disputed Bills (Cont'd)

D. (Cont'd)

2. Switched Access

- a. A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received).
- b. The account number under which the bill was rendered.
- c. The date of the bill.
- d. The invoice number.
- e. The exact dollar amount in dispute.
- f. Call Detail Records (CDRs)
- g. The universal service order code(s) (USOCs) and/or rate element associated with the service.
- h. Details sufficient to identify the specific amount(s) and item(s) in dispute.
- i. The name of the person responsible for the Customer's dispute.
- j. Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

ACCESS SERVICES

2. REGULATIONS

2.8 Interruptions in Service

2.8.1 Credits for Interruptions in Service

- A) Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or of an authorized or joint user, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- B) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

ACCESS SERVICES

2. REGULATIONS

2.8 Interruptions in service (Cont'd)

2.8.1 Credits for Interruptions in Service (Contend)

D) Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 30 minutes	None
30 minutes - 2 hours 59 minutes	1/10 Day
3 hours - 5 hours 59 minutes	1/5 Day
6 hours - 8 hours 59 minutes	3/5 Day
12 hours - 14 hours 59 minutes	4/5 Day
15 hours - 23 hours 59 minutes	One Day

Two or more interruptions of the same type to the same line/equipment of 2 hours or more during any one 24-hour period shall be considered as one interruption.

Interruptions Over 24 Hours Interruptions over 24 hours will be credited 1/5 day for each 3 hour or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

ACCESS SERVICES

2. REGULATIONS

2.8 Interruptions in Service (Cont'd)

2.8.1 Credits for Interruptions in Service (Cont'd)

E) No credit allowance will be made for:

- 1) interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;
- 2) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- 3) interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
- 4) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 5) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 6) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- 7) interruption of service due to circumstances or causes beyond the control of the Company.
- 8) interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

ACCESS SERVICES

2. REGULATIONS

2.9 Use of Customer's Service By Others

2.9.1 Resale and Sharing

Any service provided under the Company tariffs may be resold to or shared with other persons at the option of Customer, except as provided in Section 2.9.3, following. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Customers are responsible for obtaining all required authorization to provide telecommunications services on a resale or shared basis.

2.9.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs. From each joint use arrangement, one member will be designated to the Customer responsible for the manner in which the joint use of the service will be allocated. TCG will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.9.3 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party and any appropriate authorizations, if necessary, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

ACCESS SERVICES

2. REGULATIONS

2.10 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.8.1, preceding), Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 2.7, preceding: all costs, fees and expenses reasonably incurred in connection with:

- A) All Non-Recurring charges as specified in the Company's tariffs, plus
- B) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- C) All Recurring Charges specified in the applicable Company tariff for the balance of the then current term.

2.11 Notices and Communications

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

ACCESS SERVICES

2. REGULATIONS

2.12 Special Construction and Special Arrangements

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

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

2.12.1 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

ACCESS SERVICES

2. REGULATIONS

2.12 Special Construction and Special Arrangements (Cont'd)

2.12.2 Basis for Cost Computation

The costs referred to in Section 2.12.1, preceding may include one or more of the following items to the extent they are applicable:

- A) Installation cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installation cost includes the cost of:
 - 1) equipment and materials provided or used,
 - 2) engineering, labor and supervision,
 - 3) transportation,
 - 4) rights of way, and
 - 5) any other item chargeable to the capital account;
- B) Annual charges including the following:
 - 1) cost of maintenance;
 - 2) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
 - 3) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
 - 4) any other identifiable costs related to the facilities provided; and
 - 5) an amount for return and contingencies.

ACCESS SERVICES

2. REGULATIONS

2.12 Special Construction and Special Arrangements (Cont'd)

(a)

2.12.3 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer if and only if such liability is clearly stated in written agreement between the Company and the Customer.

A) The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.12.2, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.

B) The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

ACCESS SERVICES

2. REGULATIONS

2.13 Terms

The minimum term for any TCG St. Louis Service shall not be less than one (1) month, unless otherwise agreed by the Company. The Customer and Company may agree to longer minimum terms for particular services.

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208 S AKARD ST., DALLAS, TX, 75202

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 ACCESS SERVICES

2. REGULATIONS

2.14 Definitions

Certain terms used generally throughout the tariffs of TCG are defined below:

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

Authorized User: A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

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

Central Office: A switching unit providing telecommunication services to the general public, designed for terminating and interconnecting lines and trunks.

Communications Services: The Company's intrastate regulated telecommunications services.

Company, TCG St. Louis or TCG : TCG St. Louis, the issuer of this tariff.

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

End User: The final user of any service offered in this tariff.

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

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified in the Company's tariff.

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Mbps: Megabits, denotes millions of bits per second.

MPSC: The Missouri Public Service Commission.

ACCESS SERVICES

2. REGULATIONS

2.14 Definitions (Cont'd)

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

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

Point of Connection: Also abbreviated "POC." A location designated by the Company for the connection of Customer-provided wiring and terminal equipment to the services offered under the tariffs of the Company.

Port: A connection to the Company's switching network with one or more voice grade communications channels, each with a unique network address (telephone number), dedicated to the Customer. Each port is equipped with a Terminal Interface.

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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

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

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

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

Terminal Interface: The method of physical connection between a Company-provided service and a Customer's or User's transmission cable, inside wiring, or terminal equipment. Depending upon the service ordered by the Customer, there may be a choice of terminal interfaces. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

User: Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

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208 S AKARD ST., DALLAS, TX, 75202

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ACCESS SERVICES

3. DEDICATED ACCESS SERVICES #

Effective July 18, 2008, all services residing in this section will no longer be available under this tariff. Customers may maintain their existing Service arrangements until their current contract expires. At the end of the Customer's current contract term, Customers may continue to maintain their existing Service arrangements on a month-to-month basis until terminated by either party. After July 18, 2008, no new term plan renewals will be permitted, and no moves, adds or changes (including reconfigurations) to an existing Service arrangement will be permitted for Customers whose Service arrangements are on a month-to-month basis.

3.1 Dedicated Access Services

3.1.1 Description

Dedicated Access Services consist of the services offered pursuant to this section, either individually or in combination. Each service is offered independently of the others. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless otherwise noted.

Services Offered

The following dedicated access services are offered in this tariff:

- DS3 Service (43.7 Mbps)
- DS1 Service (1.5 Mbps)
- DS0 Service (up to 64 kbps)

Other services may be provided by the Company on an Individual Case Basis (ICB)*.

* Individual Case Basis (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 specific ICB contracts will be made available to the Missouri Public Service Commission upon request on a proprietary basis.

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES**3.1 Dedicated Access Services (Cont'd.)****3.1.2 Type I and Type II Services**

DS3 Service and DS1 Service may be provided as either Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when one endpoint of the transmission channel is served by another local exchange carrier's network (Type II Services are provided via a combination of the Company's facilities and another local exchange carrier facilities).

DS3 and DS1 channels where both endpoints are served by another local exchange carrier's network will be provided at the sole discretion of the Company, on an Individual Case Basis* (ICB), applied in a non-discriminatory manner.

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 ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.1 Dedicated Access Services (Cont'd.)

3.1.3 DS3 SERVICE (43.736 Mbps)

DS3 Service is composed of digital channels provided at 43.736 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 43.736 Mbps +/- 20 ppm
 Line Code: Bipolar with three-zero substitution
 Test Load: 75 ohms resistive +/- 5 percent

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 22.368 KHz shall be -1.8 to +5.7 dBm and the power in a 2 KHz band about 43.736 MHz shall be at least 20 dB below that in a 2 KHz band about 22.368 KHz.¹

Digital channels at 43.736 Mbps will be provided in one of the following configurations, as specified by the customer:

Clear Channel DS3: A DS3 signal that is transmitted intact and transparently as provided at the customer interface. No performance monitoring is performed since all 43.736 Mbps are considered customer data or voice.

M13 Framed DS3: A DS3 that is channelized into 28 DS1 (1.544 Mbps) signals and include a predefined standard multiplexing scheme as defined in ANSI T1.107a. The M13 DS3 contains parity bits which can be monitored to offer an approximate measure of performance. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

C-bit Parity Framed DS3: A DS3 that can be used for subrated or non-subrated DS3 signals. This allows DS3 signal monitoring for end-to-end performance measurement on an in-service basis, transmitted on the maintenance data communications channel. The C-bit parity format is defined in ANSI T1.107a. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

¹ The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 KHz bands.

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.1 Dedicated Access Services (Cont'd.)

3.1.4 DS1 Service

A) DS1 Service is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 1.544 Mbps + 130 ppm

Line Code: AMI: bipolar with at least 12.5% average ones density and no more than 15 consecutive zeros;

-- or --

B8ZS: no minimum density of ones and no consecutive zeros limit.

Test Load: 100 ohms resistance.

Pulse Shape: The pulse amplitude shall be between 2.4 and 3.6 volts.

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 772 KHz shall be 12.4-18.0 dBm and the power in a 2 KHz band about 1544 KHz shall be at least 29 dB below that in a 2 KHz band about 771 KHz.

Pulse

Imbalance: There shall be less than 0.5 dB difference between the total power of the positive pulses and the negative pulses.

NOTES:

1. The CCITT specification is + 50 ppm.
2. Recommended for new equipment: The power in a 2 KHz band about 772 KHz shall be 12.6-17.9 dBm. CCITT requirements: The power in a 3 KHz band about 772 KHz is 12.0-19.0 dBm.
3. CCITT requirements: The power in a 3 KHz band about 1544 KHz shall be at least 25 dB below that in a 3 KHz band about 772 KHz.

 ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.1 Dedicated Access Services (Cont'd.)

3.1.4 DS1 Service (Cont'd.)

- B) Digital channels at 1.544 Mbps will be provided in one of the following configurations, as specified by the customer:

Unframed DS1: A DS1 signal that does not follow standard framing formats of 192 bits for data and a 193 Rd bit for framing. An unframed DS1 cannot be synchronized to the network and is not performance monitored.

D4/SF DS1: A framed DS1 consisting of 12 frames (2316 bits) of 192 bits preceded by one framing bit (F bit). This service can be coded as AMI or B8ZS.

ESF DS1: Extends superframe structure from 12 to 24 frames (4632 bits) and redefines the 8 kbps pattern into 2 kbps for mainframe and robbed-bit signaling synchronization, 2 kbps for CRC-6 and 4 kbps for terminal-to-terminal data link. This service can be coded as AMI or B8ZS.

- C) Fanout DS1 Service

Fanout DS1 Service allows a customer to aggregate up to 28 DS1 channels that terminate in the same location into a single DS3 Local Distribution Channel.

3.1.5 DS0 Service

DS0 Services are Digital Channels furnished by the Company at transmission speeds of 2.4 kbps, 3.8 kbps, 9.6 kbps, 19.2 kbps, 56 kbps, 64 kbps, or in multiples of 56 kbps or 64 kbps up to 1.544 Mbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals, as described below. Interconnections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each service configuration. The NCI Codes referenced below are defined in Bell Communications Research (Telcordia) publication TR-NPL-000335.

Each DS0 channel will be provided in one of the following configurations, as specified by the customer.

 ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.1 Dedicated Access Services (Cont'd.)

3.1.5 DS0 Service (Cont'd.)

Effective 2-Wire Service

Provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 2-wire analog telephone circuit. Specific configurations are as follows:

Private Line Manual Ringdown

2 wire, 600 ohm or 900 ohm, Loop Start with industry standard demarcation (NCI Code: 02AC2, 02AC3). Provides a circuit connecting two specific locations, where signaling (i.e., ringing current) is provided externally by the customer. A transmission can be originated from either end. Ringing at 20 Hz will be at industry-standard voltage and current.

Private Line Automatic Ringdown (PLAR)

2 wire, 600 ohm, Loop Start with industry standard demarcation (NCI Code: 02LR2). Provides a circuit connecting two specific locations, where signaling (ringing) is automatically generated by the Company upon off hook (transmission origination). Either end can originate the transmission. Ringing at 20 Hz will be at industry-standard voltage and current.

OPX/Tie Line/FX/Tie Trunk Private Lines

(OPX)- 2 wire, 600 ohm or 900 ohm, Loop Start, Ground Start, or E+M, with industry standard demarcation (Pose NCI Codes: 02LS2, 02LS3, 02GS2, 02GS3, 02LO2, 02GO2, 04EA2-M, 04EA2-E, 06EB2-M, 06EB2-E). The circuit will be transparent to OPX signaling (e.g., DP or MF dialing, ringing).

2-Wire Transmission Only

2 wire, 600 ohm, open loop (continuously connected) with industry standard demarcation (NCI Code: 02NO2). C4 conditioned circuit connecting two locations, typically used for voice-grade data services.

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.1 Dedicated Access Services (Cont'd.)

3.1.5 DS0 Service (Cont'd.)

Effective 4-Wire Service

Provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech and duplex transmission of data converted to analog signals. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 4-wire data-conditioned telephone circuit. Specific configurations are as follows:

4-wire Transmission Only

4 wire, 600 ohm, open loop (continuously connected), with industry standard demarcation. C4/D1 conditioned circuit, with separate transmit and receive wire pairs.

4-Wire Tie Line/Tie Trunk Private Lines

4-wire talk path, 600 ohm, with industry standard demarcation. Additional leads for signaling, supporting Type I, II, and III E+M or reverse E+M.

3.1.6 Digital Services

Provides a digital transmission channel capable of normally carrying synchronous digital data signals. The following service configurations are available:

Low Speed Data Service

A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25. Provides a point-to-point, DDS-compatible full-duplex synchronous circuit operating at 2.4 Kbps, 3.8 Kbps, 9.6, or 19.2 Kbps, with error correction. Supports all DDS control codes. Secondary channel is supported.

56 Kbps Data Service

A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25, RS422/DB25, or V.35. Provides a point-to-point, DDS-compatible full-duplex synchronous circuit operating at 56 Kbps. No error correction is provided. Supports all DDS control codes. Optional secondary channel is supported.

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.1 Dedicated Access Services (Cont'd.)

3.1.6 Digital Services (Cont'd.)

64 Kbps Data Service

A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25, RS422/DB25, or V.35. Provides point-to-point, 64 Kbps clear channel for a full-duplex synchronous data circuit. No error correction or in-band control codes are supported.

Fractional DS1

RS422/DB25 or V.35 handoff. Provides a point-to-point channel at any speed between 56 Kbps and 1.544 Mbps for full-duplex synchronous data transmission, provided that the speed is a multiple of 56 or 64 Kbps.

3.1.7 Fanout DS0 Service

Fanout DS0 Service allows a customer to aggregate up to 24 DS0 channels that terminate in the same location into a single DS1 Local Distribution Channel.

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.2 Rates for Dedicated Access Services

See the Price List for Dedicated Access rates and charges.

3.3 Non-Standard Offerings

3.3.1 Individual Case Basis (ICB) Arrangements

For special situations, rates for Dedicated Access 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 specific ICB contracts will be made available to the Missouri Public Service Commission upon request on a proprietary basis.

3.3.2 Termination Liability

Upon the Customer's discontinuance of facilities prior to the expiration of the agreed upon term, the termination liability with regard to facilities will be equal to the monthly charge times the number of months remaining on the contract (discounted for present value of 6%.)

ACCESS SERVICES

4. CALL COMPLETION SERVICE

4.1 Call Completion Service

Call Completion Service provides for the capability of originating and terminating intrastate long distance calls to and from an end user's premises to a customer's facilities via TCG's switch.

Call Completion Service Arrangement

Call Completion Service is provided as a trunk side connection, Feature Group D (FGD) Type, to TCG's switches with an associated Carrier Identification code (CIC) for the customer's use in originating and terminating communications.

4.1.1 Provisioning

- A) Call Completion Service is provisioned as FGD at the DS1 level using D3/D4 format (as defined in AT&T's TR 62411 on a per trunk basis and is differentiated by type and directionality of transmission. Originating traffic type represents capacity for carrying traffic from the end user to the customer; Terminating traffic represents capacity for carrying traffic from the customer to the end user. All traffic must be associated with customer-provided Carrier Identification Code (CIC).
- B) An out of band signaling connection (Common Channel Signaling Access Services Port) is required in conjunction with Call Completion service equipped with out of band signaling. Out of band signaling allows the customer to pass call set-up information over a path which is separate from the message path utilizing Signaling System 7 (SS7) protocol. This connection is provided at the DS0 level and provides the interconnection between TCG's Signal Transfer Point (STP) and the customer's Signaling Point of Interconnection (SPOI).
- C) FGD is provided as trunk side switching and may be provided with wink start or start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is specified. TCG will follow all applicable industry practice in the provision of Call Completion Service.

ACCESS SERVICES

4. CALL COMPLETION SERVICE

4.1 Call Completion Service (Cont'd)

4.1.1 Provisioning (Cont'd.)

- E) FGD switching is provided with multi frequency address or out of band signaling. Up to 12 digits of the called party number dialed by the customer's end user using dual tone multi frequency or dial pulse address signals will be provided by TCG to the customer's premises where Call Completion Service terminates. Such address signals are subject to the ordinary transmission capabilities of the Digital transmission Service provided. Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411 or 5555-1212), service codes 611 and 911, or 10XXXX access codes.

- F) The access code for FGD switching is a uniform access code of the form 10XXX. A single access code will be the assigned number of all FGD access provided to the customer by TCG. No access code is required for calls to a customer over FGD facilities if the end user's service is arranged for presubscription.

- G) Where no access code is required, the number dialed by the customer's end user shall be a seven or ten digit number for calls in the North America Numbering Plan (NANP), except for 00- dialed calls which are routed to the predesignated customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the customer's end user is NXX-XXXX, 0 or 1 + NXX XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and where the TCG switch is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC +NN.

 ACCESS SERVICES

4. CALL COMPLETION SERVICE

4.1 Call Completion Service (Cont'd)

4.1.2 Optional features

A) Optional features available with FGD include the following:

- 1) Automatic Number Identification (ANI) This option provides the automatic transmission of a ten digit number and information digits to the customer's premises for originating calls to identify the calling station. The ANI feature is an end office software function which is associated on a call-by-call basis with all individual transmission paths in a trunk group. When out of band signaling is specified, the customer may obtain an ANI equivalent by ordering the Charge Number optional feature as specified in (d) following. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multiparty line or ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described following).

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) multiparty line- telephone number is a multiparty line and can not be identified - number must be obtained via an operator or in some other manor, (3) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - number must be obtained via an operator or in some other manor, (4) hotel/motel originated call which requires room number identification, (5) coinless station, hospital, inmate, etc. call which requires special screening or handling by the customer, and (6) call is an Automatic Identified Outward Dialed (AIOD) call from customer premises equipment. The ANI telephone number is the listed telephone number of the customer and is not the telephone number of the calling party.

- 2) Calling Party Number (CPN) This option provides for the automatic transmission of the calling party's ten digit telephone number to the customer's premises for originating calls. The ten-digit telephone number consist of the NPA plus the seven-digit telephone number, which may or may not be the same as the calling station's charge number. The protocol for CPN is contained in Telcordia Technical Reference TR-TSV-000904. This feature is only available when out of band signaling is specified.

- TCG will transmit a "privacy indicator" as part of the CPN information in those jurisdictions where end users may elect that their CPN information may not be passed to the called party, and where the end user has taken the necessary actions to ensure that their CPN is so blocked.

ISSUED: JUNE 17, 2010

EFFECTIVE: JULY 19, 2010

 ACCESS SERVICES

4. CALL COMPLETION SERVICE

4.1 Call Completion Service (Cont'd.)

4.1.2 Optional features (Cont'd.)

- 3) Charge Number (CN) This option provides for the automatic transmission of the ten-digit billing number of the calling station number and originating line information. The protocol for CN is contained in Technical reference TR-TSV-000904. This feature is only available when out of band signaling is specified.
- 4) Carrier Selection Parameter (CSP) This option provides for the automatic transmission of a signaling indicator which signifies to the customer whether the call being processed originated from a presubscribed end user of that customer. The protocol for CSP is contained in Technical reference TR-TSV-000904. This feature is only available when out of band signaling is specified.
- 5) 800/888 Toll Free Service. 800/888 Toll Free Service is an originating only trunk side service. When an 800+NXX+XXXX call is originated by an end user, TCG will perform customer identification based on screening of the full ten-digits of the 800/888 number to determine the location to which the call is to be routed.

Call Completion rates and charges apply to 800/888 Toll Free Services calls originated from TCG end offices. In addition to Call Completion usage charges, a basic query charge as specified in section 4.4(D) following applies to each 800/888 Toll Free Service call delivered to the customer. A basic query charge consists of customer identification {i.e., Carrier Identification Number (CIC), delivery of the ten-digit number, ANI, and the allowable area of service, designated by the customer, from which 800/888 calls can be received.)

- 6) Common Channel Signaling Access Service (CCSAS). This option allows the customer to exchange signaling information for FGD call set up over a communications path which is separate from the message path. This service includes a dedicated 56 Kbps out of band signaling connection between the customers SPOI and the Company's STP. CCSAS is provisioned for two-way transmission of out of band signaling information.

Each CCSAS Signaling Connection provides for two-way digital transmission at a speed of 56 Kbps. The connection to the STP pair can be made from either the customer's signaling Point (SP) which requires a minimum of two 56 Kbps circuits or from the customer's STP pair which requires a minimum of four 56 Kbps circuits. STP locations are set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. CCSAS Signaling Connection rates and charges are specified in Section 4.4(B) following.

- 7) Operator Transfer Service. This option allows end user Customers who dial 0 to be transferred to the customer's Operator service by TCG operators.

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ACCESS SERVICES

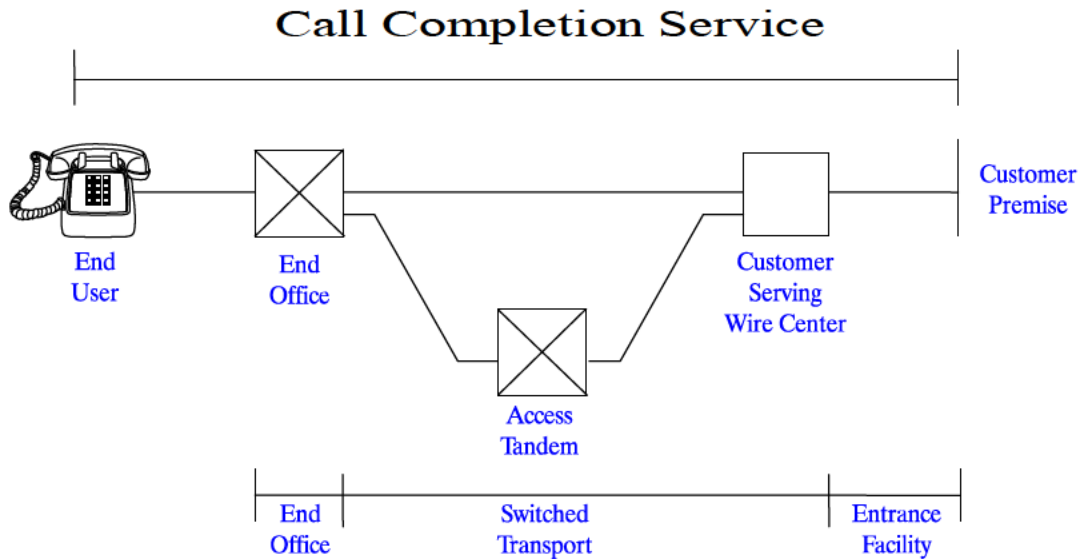
4. CALL COMPLETION SERVICE

4.2 Rate Application

Non-recurring and usage rates apply for each Call Completion Service furnished by the Company. Non-recurring charges are the one time charges that apply for a specific work activity, (e.g., new installations or changes to existing installations). Usage rates apply only when a specific rate element is used. They apply on a per Call Completion Service access minute and are accumulated over a monthly period.

4.2.1 Rate Categories

The following diagram depicts a generic view of the components of Call Completion Service and the manner in which the components are combined to provide a complete service.



ST - Switched
EO - End Office

ACCESS SERVICES

4. CALL COMPLETION SERVICE

4.2 Rate Application (Cont'd.)

4.2.1 Rate Categories (Cont'd.)

Switched Transport

Switched transport provides the transmission facilities between the customer premises or collocated interconnection location and the Company's end-office switch(es) where the customer's traffic is switched to originate or terminate customer's communications.

A) Entrance Facility Rate Category

An Entrance Facility provides the communications path between a customer's premises and the Company serving wire center (SWC) of that premises for the sole use of the customer. The Entrance Facility is provided as DS1 and /or DS3 service. An Entrance Facility is required whether the customer's premises and the serving wire center are located in the same or different buildings.

B) Direct Trunk Transport Rate Category

Direct Trunk Transport provides the transmission path from the serving wire center of the customer's premises to an end office or as an option from the serving wire center to a tandem office. This transmission path is dedicated to the use of a single customer.

The Direct Trunk Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided, i.e., DS1, or DS3. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Direct trunk Transport rate is the sum of the fixed and per mile rates. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

C) Tandem Switched Transport Rate Category

Tandem Trunk Transport provides the transmission path from the SWC of the customer's premises to an end office utilizing tandem switching functions. Tandem Switched Transport consist of circuits dedicated to the use of a single customer from the customer's premises to the access tandem and circuits used in common by multiple customers from the access tandem to an end office.

 ACCESS SERVICES

4. CALL COMPLETION SERVICE

4.2 Rate Application (Cont'd.)

4.2.1 Rate Categories (Cont'd.)

C) Tandem Switched Transport Rate Category (Cont'd.)

The Tandem Switched Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the SWC of the customer's premises and the end office using the V&H coordinates method for all of the customer's usage at that specific tandem. The Tandem Switching rate provides for the tandem switching facilities. The Tandem Switched Transport rate is the sum of the fixed rate, the per mile rate, and the Tandem Switching MOU rate.

In addition, the customer has the option to purchase direct trunks to the access tandem as specified above. If the customer chooses this option, the per mile/per MOU rate shall be measured between the tandem office and the end office (common traffic) using the V&H coordinates method for all of the customer's usage at that specific tandem. The fixed per MOU rate and the Tandem Switching rates will also apply.

D) Common Channel Signaling Access

Common channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate.

The STP Port termination rate provides for the point of termination to the signal switching capability of the STP.

The STP Link Transport rate provides for the transmission facilities between the SWC of the customer designated premises and the Company STP. STP Link Transport may be provided by an Interconnector that has a collocated interconnection node in a wire center or other location where one of the Company's STP's is located.

ACCESS SERVICES

4. CALL COMPLETION SERVICE

4.2 Rate Application (Cont'd.)

4.2.1 Rate Categories (Cont'd.)

E) Interface Groups

Interface Groups are provided for terminating the Switched Transport at the customer's premises. Each Interface Group provides a specified interface at the customer's facilities, (e.g., DS1, DS3). Where transmission facilities permit, the individual transmission path between the customer's premises and the first point of switching may at the option of the customer be provided with optional features.

Interface Group 6 provides DS1 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. The interface is provided with individual transmission path bit stream supervisory signaling.

Interface Group 9 provides DS3 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice frequency transmission paths. The interface is provided with individual transmission path bit stream supervisory signaling.

F) Chargeable Optional Features

- 1) 800/888 Toll Free Service Data Base Query Charge
The basic query charge is assessed the customer based on the query of the 8XX+NXX+XXXX number dialed and/or delivered to the customer in conjunction with 800/888 Toll Free Service. 8XX+NXX+XXXX calls delivered to the customer are based on information derived via queries to the 800/888 Data Base.

 ACCESS SERVICES

4. CALL COMPLETION SERVICE

4.2 Rate Application (Cont'd.)

4.2.1 Rate Categories (Cont'd.)

I) End Office

The End Office rate category provides for the local switching and end user / origination or termination functions necessary to complete the transmission of Call Completion Services to and from the end users served by the Company's end offices. The End Office rate category consists of the Call Completion rate element as found in the Price List.

1) Call Completion Rate Category

The Call Completion rate element provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Company Intercept operator or recording when provided on company switches.

The Call Completion rate element (unbundled) provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Company Intercept operator or recording when provided using unbundled network elements.

2) Nonchargeable Optional Features - The following features are provided at no cost to the customer when Call Completion Service is provided by the Company.

- A) Automatic Number Identification (ANI)
(Described in 4.1.2 (A) 1 preceding)
- B) Calling Party Number (CPN)
(Described in 4.1.2 (A) 2 preceding)
- C) Charge Number (CN)
(Described in 4.1.2 (A) 3 preceding)
- D) Carrier Selection Parameter (CSP)
(Described in 4.1.2 (A) 4 preceding)
- E) Common Channel Signaling Access Service (CCSAS)
(Described in 4.1.2(A) 6 preceding)

2) Chargeable Optional Features

- A) 800/888 Toll Free Service
(Described in 4.1.2(A) 5 preceding)
- B) Operator Transfer Service
(Described in 4.1.2(A) 7 preceding)

4.3 Reserved for Future Use

ACCESS SERVICES

4. CALL COMPLETION SERVICE

4.4 Call Completion Rates

See the Price List for Call Completion rates and charges.

4.5 Jointly Provided Switched Access Services

Under jointly provided switched access service one portion of a switched access service is provided by the Company and another portion is provided by another local exchange carrier. The Company utilizes the Multiple Bill Meet Point Billing Arrangement and bills the customer for the portion of the switched access service provided by the Company under jointly provided switched access, with the other local exchange company billing the customer directly for the portion of the switched access service it provides.

4.5.1 Jointly Provided Switched Access Services --End Office

When the jointly provided switched access service utilizes the Company's end office, the Company will bill its end office rate element, as set forth in the Price List.

4.5.2. Jointly Provided Switched Access Services --Transport

When the jointly provided switched access service utilizes the Company's transport services, the Company will bill its transport rate elements. The Company will apply its Tandem Transport rates for jointly provided switched access transport services unless the customer has obtained a dedicated DS1 connection to the other local exchange carrier's end office or tandem switch, in which case the Company's DS1 Direct Transport rates as set forth in the Price List shall be applied. When the Company provides the entire transport facility from the other local exchange carrier's switch to the Company's switch, the Company will bill the customer for the Company's transport services at the rates set forth in Section 3.2. Where the jointly provided switched access service utilizes a portion of the company's transport and a portion of the other local exchange carrier's transport services, the Company will bill a pro-rated portion of the transport rates set forth in Section 4.4, with 50% of fixed charges being applied, and mileage charges being applied in proportion to the relative mileage of the transport facility provided by the Company versus that provided by the other local exchange carrier.

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.2 Rates for Dedicated Access Services

3.2.1 General

Non-recurring and monthly recurring rates apply for each Digital Transmission Service furnished by the Company. Monthly recurring rates vary according to the time period for which the customer commits to take the service. Unless otherwise noted, three standard rate elements are used in calculating the monthly recurring rate for each service:

Local Distribution Channel (LDC): This rate element applies to each end-point of a digital channel provided to a customer.

Interoffice Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate incumbent local exchange carrier ("ILEC") end offices. This rate element applies per circuit endpoint.

Interoffice Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two ILEC end offices serving the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 3. Fractions of a mile are rounded up to the next whole mile before rates are applied.

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.2 Rates for Dedicated Access Services

Rates for Dedicated Access Services are determined by the region the Customer is geographically located within. Region One covers exchanges in the Southwestern Bell Telephone (SWBT) service area. Region Two covers exchanges in the GTE service area.

A) DS3 Service

This service consists of a DS3 (43.736 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. There is a 1-year minimum service period for each Basic DS3.

1) Region One, Southwestern Bell - DS3 Rates Type I & Type II

Rates	1 YR.	3 YR.	5 YR.
Local Distribution Channel (Per Channel)			
Zone 1	\$1,804	\$1,157	\$949
Zone 2	\$1,943	\$1,203	\$995
Zone 3	\$1,943	\$1,295	\$1,087
Interoffice Channel Mileage (Fixed)			
Zone 1	\$671	\$509	\$417
Zone 2	\$694	\$532	\$440
Zone 3	\$717	\$555	\$463
Interoffice Channel Mileage (Per Mile)			
Zone 1	\$93	\$65	\$42
Zone 2	\$98	\$70	\$47
Zone 3	\$102	\$74	\$51
Installation Rates:			
Per Local Distribution Channel	\$560	\$281	\$0
Each Additional Local Distribution Channel*	\$459	\$230	\$0

*The Additional Local Distribution Channel installation (per channel rate) will apply for any additional order after the first order between the same locations at the same time.

Note: To calculate rates based upon mileage between GTE and SWB Central Offices, please see the document entitled, "Meet Point Application" listed under section 2.03 DS-3 Rate Schedules.

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.2 Rates for Dedicated Access Services (Cont'd.)

A) DS3 Service (Cont'd.)

2) GTE Region - DS3 Rates Type I & Type II

Rates (Zones 1, 2, 3)	1 YR.	3 YR.	5 YR.
Local Distribution Channel (Per Channel)	\$1388	\$1,243	\$1,079
Interoffice Channel Mileage (Fixed)	\$265	\$265	\$265
Interoffice Channel Mileage (Per Mile)	\$27	\$27	\$27
Installation Rates: Per Local Distribution Channel	\$925	\$925	\$925

Note: To calculate rates based upon mileage between GTE and SWB Central Offices, please see the document entitled, "Meet Point Application" listed under section 2.03 DS-3 Rate Schedules.

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.2 Rates for Dedicated Access Services (Cont'd.)

A) DS3 Service (Cont'd.)

3) Volume Discounts*

Volume discounts are applicable to Type I service only, and will apply when a customer orders two more DS3 circuits between the same locations at the same time.

Local Distribution Channel

# of DS3's	Rate Per DS3 Channel		
	1 Year	3 Year	5 Year
2	Standard DS-3 rate schedule	Standard DS-3 rate schedule	Standard DS-3 rate schedule
3	\$1735	\$1454	\$1214
6	\$1716	\$1300	\$1086
12	\$1658	\$1148	\$958

- * 1) Volume Discounts apply to Type I service only.
- 2) Standard mileage charges apply to the above rates.

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.2 Rates for Dedicated Access Services (Cont'd.)

B) DS1 Service

This service consists of a DS1 (1.544 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. There is a 1-year minimum service period for DS1 Service.

Region One, Southwestern Bell - DS1 Standard Rate
Schedule- Type I & Type II

Rates	1 YR.	3 YR.	5 YR.
Local Distribution Channel (Per Channel)			
Zone 1	\$171	\$110	\$105
Zone 2	\$171	\$114	\$105
Zone 3	\$171	\$124	\$114
Interoffice Channel Mileage (Fixed)**			
Zone 1	\$57	\$44	\$42
Zone 2	\$57	\$44	\$42
Zone 3	\$57	\$44	\$42
Interoffice Channel Mileage (Per Mile)			
Zone 1	\$16	\$14	\$12
Zone 2	\$16	\$14	\$12
Zone 3	\$16	\$14	\$12
Installation Rates:			
Per Local Distribution Channel	\$475	\$285	\$190
Each Additional Local Distribution Channel	\$380	\$238	\$143

*The Additional Local Distribution Channel installation (per channel rate) will apply for any additional order after the first order between the same locations at the same time.

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.2 Rates for Dedicated Access Services (Cont'd.)

B) DS1 Service (Cont'd.)

3) Volume Discounts

i. South Western Bell Region Rate Schedule

2) DS1 Volume Discounts Rate Schedule

Local Distribution Channel (Per End) - TYPE 1 only.

Number of DS1s	3 Year	5 Year
10-20		
Zone 1	\$99.	\$95.
Zone 2	\$103.	\$95.
Zone 3	\$112.	\$103.
21-40		
Zone 1	\$93.	\$89.
Zone 2	\$97.	\$89.
Zone 3	\$105.	\$97.
40+		
Zone 1	\$88.	\$83.
Zone 2	\$91.	\$83.
Zone 3	\$99.	\$91.

NOTES:

- In addition to the above Local Distribution Channel charge, add the standard DS1 Fixed and Per Mile rates. Standard DS1 installation also applies per end.
(See DS1 Standard Rate Schedule for fixed per mile, and installation rates).
- Volume discounts rates are only applicable to Type I DS1 circuits. Requests for Type II volume discounts must be submitted to Field Marketing via the Non Standard Request process.
- Volume discounts will apply when a customer orders 10 or more DS1 circuits at the same time, between the same locations on the same term.

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.2 Rates for Dedicated Access Services (Cont'd.)

C) Fanout DS1 Service

This service consists of up to 28 DS1 (1.544 Mbps) digital channels, which are aggregated at a TCG Node onto a standard DS3 circuit with Interoffice Mileage and a Local Distribution Channel at the terminating end. There is a minimum 1-year service period for each Fanout DS1 Service.

1) Southwestern Bell Region Rate schedule - DS3/1 Mux (Fanout) Rate Schedule

Service Configuration	Non-Recurring	Monthly Recurring		
		1 Yr.	3 Yr	5 Yr.
DS3 Channel between a Client Location and a ALS Node	Standard DS3 NRC Rate Schedule	Standard DS3 Rate Schedule*		
DS3/1 Mux @ ALS Node	\$187	\$671	\$486	\$440
Optional DS3/1 Mux @ Client Location	\$187	\$671	\$486	\$440
DS1 Fanout Channel	Standard DS1 NRC Rate Schedule	Standard DS1 Rate Schedule**		

Fanout circuit mileage and pricing should be determined by the customer's preferred routing scheme (i.e., based on mileage between Southwestern Bell Central Offices serving the circuit endpoints) and not on TCG node location(s) where the circuit(s) are actually being routed. For example, a customer may designate the Southwestern Bell St. Louis Central Office as their preferred fanout location. Although TCG St. Louis may choose to route this circuit through its own node, the mileage and pricing should be based on a fanout through the St. Louis Central Office.

2) GTE Region Rate schedule - DS3/1 Mux (Fanout) Rate Schedule

Service Configuration	Non-Recurring	Monthly Recurring		
		1 Yr.	3 Yr	5 Yr.
DS3 Channel between a Client Location and a ALS Node	Standard DS3 NRC Rate Schedule*	Standard DS3 Rate Schedule*		
DS3/1 Mux @ ALS Node	\$417	\$265	\$265	\$265
Optional DS3/1 Mux @ Client Location	\$417	\$265	\$265	\$265
DS1 Fanout Channel	Standard DS1 NRC Rate Schedule*	Standard DS1 Rate Schedule**		

* One DS3 local distribution charge

** One DS1 local distribution charge applies to each DS1 fanned out from node

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EFFECTIVE: JULY 19, 2010

CANCELLED
January 14, 2012
Missouri Public
Service Commission
JC-2012-0271

ISSUED BY: CAROL PAULSEN, DIRECTOR
208 S AKARD ST., DALLAS, TX, 75202

FILED
Missouri Public
Service Commission
JC-2010-0713

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.2 Rates for Dedicated Access Services (Cont'd.)

D) High Capacity DS1 Service

This service consists of 28 DS1 (1.544Mbps) digital channels which connect two client locations each utilizing a DS3/1 mux. The connection will be rated as a standard DS3 circuit with Interoffice Mileage and Local Distribution Channels at both ends. There is a minimum 1-year service period for each High Capacity DS1 Service.

1) Southwestern Bell Region - DS3/1 Mux High Capacity Rate Schedule

Service Configuration	Non-Recurring	Monthly Recurring		
		1 Yr.	3 Yr.	5 Yr.
Twenty Eight (28) DS1's between two Client Locations	Standard DS3 Rate Schedule*			
DS3/1 Muxes @ Both Client Locations	\$374	\$1,342	\$972	\$879

2) GTE Region - DS3/1 Mux High Capacity Rate Schedule

Service Configuration	Non-Recurring	Monthly Recurring		
		1 Yr.	3 Yr.	5 Yr.
Twenty Eight (28) DS1's between two Client Locations	Standard DS3 Rate Schedule*			
DS3/1 Muxes @ Both Client Locations	\$833	\$530	\$530	\$530

*Two (2) Local Distribution Channel Charges Apply

NOTE: DS0 Fanout circuit mileage and pricing should be determined by the customer's preferred routing scheme (i.e., based on mileage between SWB Central Offices serving the circuit endpoints) and not on TCH node location(s) where the circuit(s) are actually being routed. For example, a customer may designate the Southwestern Bell Jackson Central Office as his preferred Fanout location. Although TCH may choose to route this circuit through its One Allen Center node, the mileage and pricing should be based on a Fanout through the Jackson C.O.

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.2 Rates for Dedicated Access Services (Cont'd.)

E) DS0 Service

1) South Western Bell Region - DS0 Standard Rate Schedule

DS0 Service	LDC Non-Recurring*	Monthly Recurring	
		LDC*	DS0 Mileage (Fixed plus Per Mile)
2 wire voice grade	\$166	\$25	\$17.46 + \$1.12 per mile
4 wire voice grade	\$201	\$40	\$17.46 + \$1.12 per mile
2.4 to < 56 kbps	\$350	\$73.15	\$35 + \$1.30 per mile
56 or 64 kbps	\$350	\$73.15	\$35 + \$1.30 per mile
56 or 64 kbps x N (N > 1)	\$350 x N w/ 3,000 MAX	\$73.15	\$35 + \$1.30 per mile

2) GTE Region - DS0 Standard Rate Schedule

DS0 Service	LDC Non-Recurring*		
		LDC*	DS0 Mileage (Fixed plus Per Mile)
2 wire voice grade	\$200	\$30.31	\$0 + \$5.01 per mile
4 wire voice grade	\$200	\$45.35	\$0 + \$5.01 per mile
2.4 to < 56 kbps	\$250	\$93.98	\$0 + \$5.65 per mile
56 or 64 kbps	\$250	\$93.98	\$0 + \$5.65 per mile

*Local Distribution Channel rate is applied on a "per local distribution channel" basis.

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.2 Rates for Dedicated Access Services (Cont'd)

F) Fanout DS0 Service

1) Southwestern Bell Region - DS0/1 Mux (Fanout) Rate Schedule

Service Configuration	Non-Recurring	Monthly Recurring		
		1 Yr.	3 Yr	5 Yr.
DS1Service	Standard DS1 NRC Rate Schedule	Standard DS1 Rate Schedule		
DS1/0 MUX @ TCG Node	\$0	\$171	\$154	\$146
DS0 Fanout Channel	Standard DS0 NRC Rate Schedule	Standard DS0 Rate Schedule		

2) GTE Region - DS0/1 Mux (Fanout) Rate Schedule

Service Configuration	Non-Recurring	Monthly Recurring		
		1 Yr.	3 Yr	5 Yr.
DS1Service	Standard DS1 Rate Schedule	Standard DS1 Rate Schedule		
DS1/0 MUX @ TCG Node	\$1,425	\$262	\$262	\$262
DS0 Fanout Channel	Standard DS0 Rate Schedule	Standard DS0 Rate Schedule		

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.2 Rates for Dedicated Access Services (cont'd.)

H) DS1E -European Rate Schedule - Type I & Type II DS1 Rates

Rates	1 YR.	3 YR.	5 YR.
Local Distribution Channel (Per Channel)	\$171	\$110	\$105
Zone 1	\$171	\$114	\$105
Zone 2	\$171	\$124	\$114
Zone 3			
Interoffice Channel Mileage (Fixed)**	\$57	\$44	\$42
Zone 1	\$57	\$44	\$42
Zone 2	\$57	\$44	\$42
Zone 3			
Interoffice Channel Mileage (Per Mile)	\$16	\$14	\$12
Zone 1	\$16	\$14	\$12
Zone 2	\$16	\$14	\$12
Zone 3			
Installation Rates:			
Per Local Distribution Channel	\$475	\$285	\$190
Each Additional Local Distribution Channel*	\$380	\$238	\$143

ACCESS SERVICES

3. DEDICATED ACCESS SERVICES

3.2 Rates for Dedicated Access Services (Cont'd)

G) Video Rate Schedule

Service Component	Non-Recurring	Monthly Recurring		
		1 YR.	3 YR.	5 YR.
Local Distribution Channel (Per channel)	--	\$275	\$250	\$220
Interoffice Channel Mileage (Fixed)	--	\$190	\$170	\$150
Interoffice Channel Mileage (Per Mile)	---	\$200	\$180	\$160
Additional Audio Channels* (Per Audio Channel)	\$500	\$100	\$100	\$100
Scrambling Capability (Per Video Channel)	---	\$100	\$100	\$100

* Standard rates include two (2) video channels. A customer may order additional audio channels up to a maximum of four. There is no charge for the installation of additional audio channels when they are ordered at the time of the initial video circuit installation.

ACCESS SERVICES

4. CALL COMPLETION SERVICE

4.4 Call Completion Rates

Service Orders

Service Component	Non-Recurring Charge
-Installation Charge -Per Line or Trunk	\$3,413.00
-Access Order Charge - Per Access Request	\$15.00
-Engineering Change Charge - Per Engineer Hour	\$45.00/hr.
-Service Date Change - Per Access Request	\$13.00
-Design Change - Per Access Request	\$30.00

Switched Transport

Service Component	Rates	
	Non-Recurring	Per Access Minute
Tandem Switched Transport		
Tandem Switched Facility		
-Tandem Trans. Per Call Miles		
Facility 0 to 1 Call Miles	None	\$ 0.004800
Facility over 1 to 25 Call Miles	None	\$ 0.007300
Facility over 25 to 50 Call Miles	None	\$ 0.015400
Facility over 50 Call Miles	None	\$ 0.025900
-Tandem Trans. Fixed	None	\$.0000000
-Tandem Switching	None	\$.0000000
Common Channel Signaling Access	Non-Recurring	Recurring
STP Port Termination (per port)	\$214.00	\$318.87
STP Link Transport (per mile)	None	\$ 0.91
STP Link Transport (Fixed)	None	\$100.16

See ICB reference in Section 4.3.1

ACCESS SERVICES

4. CALL COMPLETION SERVICE

4.4 Call Completion Rates (Cont'd.)

C) End Office

Service Component	Originating (\$ Per MOU)	Terminating (\$ Per MOU)
Call Completion - No Minimum Volume	\$.0166070	\$.0234150
Call Completion - (Unbundled)	\$.0166070	\$.0234150
Service Component	Rate Per Call	
Carrier Identification Code Parameter (CIP)	\$.000248	

(R)

(R)

D) 800/888 TOLL FREE SERVICE

Service Component	Non-Recurring	Per Query
800/888 Data Base Query	None	\$.003100

E) Operator Transfer

Service Component	Non-Recurring	Per Call
Operator Transfer (per call)	None	\$0.22

F) Presubscription

Service Component	Non-Recurring	Per Call
Presubscription (Per Line)	\$0.00	None

G) Directory Assistance

Service Component	Non-Recurring	Per Call
Directory Assistance Service Call	None	\$0.2975

ACCESS SERVICES

4. CALL COMPLETION SERVICE

4.4 Call Completion Rates (Cont'd.)

C) End Office

Service Component	Originating (\$ Per MOU)	Terminating (\$ Per MOU)
Call Completion - No Minimum Volume	\$.0174716	\$.0251676
Call Completion - (Unbundled)	\$.0174716	\$.0251676
Service Component	Rate Per Call	
Carrier Identification Code Parameter (CIP)	\$.000248	

D) 800/888 TOLL FREE SERVICE

Service Component	Non-Recurring	Per Query
800/888 Data Base Query	None	\$.003100

E) Operator Transfer

Service Component	Non-Recurring	Per Call
Operator Transfer (per call)	None	\$0.22

F) Presubscription

Service Component	Non-Recurring	Per Call
Presubscription (Per Line)	\$0.00	None

G) Directory Assistance

Service Component	Non-Recurring	Per Call
Directory Assistance Service Call	None	\$0.2975