

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Resp Org:** Responsible Organization. The entity designated to manage and administer a Customer's SMS/800 records.

**Rollover Capability:** The ability to carry over unused block of time minutes to the next billing cycle.

**SBC:** SBC Communications, Inc. The holding company of Southwestern Bell Communications Services, Inc.

**SBC Online Office<sup>SM</sup>:** A trademark of SBC Knowledge Ventures, Inc.

**SBC® Yahoo!® Dial Internet Access:** SBC® is a registered trademark of SBC Knowledge Ventures, Inc. Yahoo!® is a registered trademark of Yahoo! Inc. SBC® Yahoo!® Dial Internet Access is a service provided by a SBC Affiliate.

**Select Call Forwarding:** A service/feature associated with local exchange service which is defined in the tariff of the Affiliated LEC or Affiliated CLEC.

**Service:** Any or all services provided pursuant to this Tariff.

**Service Acceptance Date:** The date service is first established on the Business Optional Calling Plan Customer agrees to.

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**Service Order:** The standard Company order form(s), in effect from time-to-time, or Customer's forms accepted in writing by an authorized representative of the Company for Service which shall enable the Company to provide Service.

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M - Material moved to Original Sheet 31.1

Issued: August 17, 2004

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Lisa Porterfield, Associate Director Regulatory  
5850 W. Las Positas Blvd., Pleasanton, California 94588

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**MO PSC**

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May 20, 2005  
XT-2005-0399  
Missouri Public  
Service Commission

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Resp Org:** Responsible Organization. The entity designated to manage and administer a Customer's SMS/800 records.

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**SimpleLink<sup>SM</sup>:** A service mark of SBC Knowledge Ventures, Inc. SimpleLink<sup>SM</sup> is a service/feature associated with local exchange service which is defined in the tariff of the Affiliated LEC or Affiliated CLEC.

**Simple Solutions®:** A registered trademark of SBC Knowledge Ventures, Inc. Simple Solutions® is a service/feature associated with local exchange service which is defined in the tariff of the Affiliated LEC or Affiliated CLEC.

**Simply Talk<sup>SM</sup> 5 Cents:** A service mark of SBC Knowledge Ventures, L.P.

**Small Business Optional Calling Plans:** These plans are targeted to Business Customers with less than twenty (20) lines. Small Business Optional Calling Plans are available to Business Customers with a single BTN that do not have more than one location. Customers subscribing to Small Business Optional Calling Plans may receive a single bill for SBC local and long distance services.

**SMS/800:** 800 Service Management System. The main operations support system used to create and update toll free records that are then downloaded to the SMS/SCPs for processing toll free service calls. This system is used by Resp Orgs to manage and administer SMS/800 records.

**SMS/800 Help Desk:** The organization that administers the SMS/800 system for the centralized management of toll free numbers.

**SMS/SCP:** Service Management System/Service Control Point. The real time data base system in the exchange carrier's network that contains routing instructions downloaded from the SMS/800.

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Lisa Porterfield, Associate Director Regulatory  
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May 20, 2005  
XT-2005-0399  
Missouri Public  
Service Commission

**CANCELLED**

SEP 17 2004

By *WRS 31*  
Public Service Commission  
MISSOURI

# Missouri Public

Southwestern Bell Communications Services, Inc. d/b/a SBC Long Distance

REC'D DEC 18 2003

9th Revised Sheet 31  
Replacing 8th Revised Sheet 31

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Service Commission

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CANCELLED

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AUG 16 2004

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By 10th RS 31  
Lisa P. ... Associate Director Regulatory

5850 W. Las Positas Blvd., Pleasanton, California 94588

Missouri Public  
Service Commission

FILED JAN 15 2004

CANCELLED  
May 20, 2005  
XT-2005-0399  
Missouri Public  
Service Commission

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Missouri Public

**Resp Org:** Responsible Organization. The entity designated to manage and administer a Customer's SMS/800 records.

REC'D SEP 02 2003

**Rollover Capability:** The ability to carry over unused block of time minutes to the next billing cycle.

N

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Service Commission

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**CANCELLED**

JAN 15 2004

Issued: September 2, 2003

By 9th RS 31  
Public Service Commission  
MISSOURI

Effective: October 2, 2003

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Missouri Public  
Service Commission

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May 20, 2005  
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Service Commission

FILED OCT 02 2003

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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Missouri Public

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REC'D JUL 25 2003

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Service Commis.

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8th RS 31

Public Service Commission

MISSOURI

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Missouri Public

FILED AUG 24 2003

Service Commissioner

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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Missouri Public  
Service Commission

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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C/N  
N

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5850 W. Las Positas Blvd., Pleasanton, California 94588

Missouri Public  
Service Commission

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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**CANCELLED**

MAR 29 2003

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MISSOURI

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Service Commission

Missouri Public  
Service Commission

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

REC'D AUG 29 2002

**Resp Org:** Responsible Organization. The entity designated to manage and administer a Customer's SMS/800 records.

Service Commission

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**Select Call Forwarding<sup>TM</sup>:** A trademark of Pacific Bell Telephone Company.

M

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Public Service Commission  
MISSOURI

Issued: August 29, 2002

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Norm Descoteaux, Associate Director Regulatory  
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Missouri Public

FILED SEP 30 2002

Service Commission

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Resp Org:** Responsible Organization. The entity designated to manage and administer a Customer's SMS/800 records.

**SBC:** SBC Communications, Inc. The holding company of Southwestern Bell Communications Services, Inc. Missouri Public

**SBC Online Office<sup>SM</sup>:** A trademark of SBC Communications, Inc.

REC'D FEB 21 2002<sup>N</sup>

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Service Commission

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

1st Revised Sheet 31  
Replacing Original Sheet 31

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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MAR 23 2002  
By 2nd RS 31  
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MISSOURI

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Norm Descoteaux, Regulatory Manager  
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Missouri Public

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Missouri Public  
Service Commission

FILED JAN 23 2002

Service Commission

Missouri Public

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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REC'D MAR 07 2001

Service Commission

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JAN 23 2002  
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Norm Descoteaux, Regulatory Manager  
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DEC 07 2001

Missouri Public

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Missouri Public  
Service Commission

FILED DEC 07 2001  
01-475  
Service Commission

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**SimpleLink<sup>SM</sup>:** A service mark of SBC Knowledge Ventures, Inc. SimpleLink<sup>SM</sup> is a service/feature associated with local exchange service which is defined in the tariff of the Affiliated LEC or Affiliated CLEC. M

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**FILED**  
**MO PSC**

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Missouri Public

**Special Access Surcharge:** A charge imposed by the Local Exchange Companies in accordance with Section 69.115 of the F.C.C. Rules and Regulations.

REC'D JUL 25 2003

**Speed Calling 8™:** A trademark of Pacific Bell Telephone Company.

Service Commission

**State:** State of Missouri.

**Station-to-Station:** Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**SWBT:** Southwestern Bell Telephone Company.

**Switched Access:** A transmission line that is switched through the LEC or CLEC to reach the long distance network. Switched access arrangements are only available from the subscriber's local telephone company.

**Switched Services(s):** Any Services that are not Data Service as defined herein which use message switches to share inter-switch transport.

**Talking Call Waiting<sup>SM</sup>:** A service mark of SBC Knowledge Ventures, Inc. Talking Call Waiting<sup>SM</sup> is a service provided by an SBC affiliate.

T

**TFS:** Toll Free Service.

**The Message Center™:** A trademark of Pacific Bell Telephone Company.

**The Works®:** A registered trademark of Southwestern Bell Telephone Company. The Works® is service provided by a SBC affiliate.

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Tawnya Rehtin, Associate Director Regulatory  
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Missouri Public

FILED AUG 24 2003

Service Commission

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Missouri Public  
Service Commission

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REC'D JUN 12 2003

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**The Works®:** A registered trademark of Southwestern Bell Telephone Company. The Works® is service provided by a SBC affiliate.

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CANCELLED

AUG 24 2003

By 5412532  
Public Service Commission  
Missouri

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Tawnya Rechtin, Associate Director Regulatory  
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Missouri Public  
Service Commission

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Missouri Public  
Service Commission

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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REC'D APR 02 2003

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**The Message Center™:** A trademark of Pacific Bell Telephone Company.

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444RS32  
Public Service Commission  
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Issued: April 2, 2003

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Tawnya Rechtin, Associate Director Regulatory  
5850 W. Las Positas Blvd., Pleasanton, California 94588

MAY 09 2003

Missouri Public  
Service Commission

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May 20, 2005  
XT-2005-0399  
Missouri Public  
Service Commission

Missouri Public

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Special Access Surcharge:** A charge imposed by the Local Exchange Companies in accordance with Section 69.115 of the F.C.C. Rules and Regulations.

REC'D AUG 29 2002

Service Commission

**Speed Calling 8™:** A trademark of Pacific Bell Telephone Company.

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**State:** State of Missouri.

**Station-to-Station:** Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**SWBT:** Southwestern Bell Telephone Company.

**Switched Access:** A transmission line that is switched through the LEC or CLEC to reach the long distance network. Switched access arrangements are only available from the subscriber's local telephone company.

**Switched Services(s):** Any Services that are not Data Service as defined herein which use message switches to share inter-switch transport.

**TFS:** Toll Free Service.

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**The Message Center™:** A trademark of Pacific Bell Telephone Company.

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M - Material moved to 3rd Revised Sheet 31

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MAY 09 2003  
3rd RS 32  
Public Service Commission  
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Norm Descoteaux, Associate Director Regulatory  
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Special Access Surcharge:** A charge imposed by the Local Exchange Companies in accordance with Section 69.115 of the F.C.C. Rules and Regulations.

**Speed Calling 8™:** A trademark of Pacific Bell Telephone Company.

Missouri Public

**Select Call Forwarding™:** A trademark of Pacific Bell Telephone Company.

REC'D FEB 21 2002

**State:** State of Missouri.

Service Commission

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**Switched Services(s):** Any Services that are not Data Service as defined herein which use message switches to share inter-switch transport.

Missouri Public

**TFS:** Toll Free Service.

**The Basics®:** A trademark of Southwestern Bell Telephone Company.

FILED MAR 23 2002

**The Business Plan™:** A registered trademark of SBC Communications, Inc.

Service Commission

**The Message Center™:** A trademark of Pacific Bell Telephone Company.

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**The Works® with Caller ID:** A registered trademark of Southwestern Bell Telephone Company.

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CANCELLED

SEP 30 2002

Missouri Public Service Commission

Issued: February 21, 2002

Effective: March 23, 2002

Norm Descoteaux, Regulatory Manager  
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Missouri Public

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REC'D MAR 07 2001

Service Commission

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**TFS:** Toll Free Service.

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Effect

Norm Descoteaux, Regulatory Manager  
5850 W. Las Positas Blvd., Pleasanton, California 94588

DEC 07 2001

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May 20, 2005  
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Missouri Public  
Service Commission

FILED DEC 07 2001  
01-475

Service Commission

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Third Party Vendor:** A company, entity or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s).

**Three Way Calling:** A service or feature associated with local exchange service which is defined in the tariff of the Affiliated LEC or Affiliated CLEC.

**Toll Free Access Number:** A telephone number established for the purpose of accessing one of the Company's calling card platforms where the caller does not incur a charge for placing the call to the access number. The area code for a toll free access number is either 800, 877, or 888 or other area code assignments (8XX) as appropriate.

**Toll Free Number:** A telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a toll free number is either 800, 877, or 888 or other area code assignments as appropriate.

**Toll Free Service:** A reverse-billed Service that permits calls to be completed without charge to the calling party.

**Total Revenue Commitment:** The dollar commitment the Customer makes to the Company under the Customer's term plan agreement for the total length of the term plan. The Total Revenue Commitment is calculated by totaling the following dollar amounts as applicable (a) for a Business Optional Calling Plan with a MAC, the MAC times the number of years of the term plan agreement; (b) for a Business Optional Calling Plan with a MMC, the MMC times the number of months of the term plan agreement; and (c) for a Business Optional Calling Plan with a MRC, the MRC times the number of months of the term plan agreement.

**Transmission Speed:** Denotes the line or Channel speed in Bits per second.

**Under-Utilization Fee (UUF):** A one-time charge applicable when the Customer fails to meet revenue commitments of the Customer's Term Plan Agreement.

**Unified Communications Lite:** A feature associated with email, voicemail, and fax that is provided by an SBC affiliate.

**Unified Communications Premier:** A feature associated with email, voicemail, and fax that is provided by an SBC affiliate.

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Lisa Porterfield, Associate Director Regulatory  
5850 W. Las Positas Blvd., Pleasanton, California 94588

**FILED**  
**MO PSC**

# Missouri Public

Southwestern Bell Communications Services, Inc.  
d/b/a SBC Long Distance

REC'D SEP 11 2003

2nd Revised Sheet 33  
Replacing 1st Revised Sheet 33

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Third Party Vendor:** A company, entity or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s).

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Public Service Commission  
MISSOURI

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Effective: October 13, 2003

Norm Descoteaux, Associate Director Regulatory  
5850 W. Las Positas Blvd., Pleasanton, California 94588

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Service Commission

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May 20, 2005  
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Missouri Public  
Service Commission

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS **Missouri Public Service Commission**

**Third Party Vendor:** A company, entity or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s). **RECEIVED FEB 21 2003**

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**Transmission Speed:** Denotes the line or Channel speed in Bits per second.

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**MISSOURI**

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Norm Descoteaux, Associate Director Regulatory  
5850 W. Las Positas Blvd., Pleasanton, California 94588

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

REC'D MAR 07 2001  
Original Sheet 33

## Service Commission

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Third Party Vendor:** A company, entity or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s).

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Norm Descoteaux, Regulatory Manager  
5850 W. Las Positas Blvd., Pleasanton, California 94588

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May 20, 2005  
XT-2005-0399  
Missouri Public  
Service Commission

FILED DEC 07 2001  
01-475  
Service Commission

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**V&H:** Vertical and Horizontal geographic coordinates.

**VIP:** Volume Incentive Plan.

**Virtual On-Net:** Stations that access and terminate within the VPN network through Switched Access.

**Voice Grade Equivalent:** Includes Centrex, Plexar, Local ISDN BRI and Local ISDN PRI. N

**Voice Mail Plus™:** A trademark of Southern New England Telephone Company.

**VPN:** SBC Long Distance Virtual Private Network. A Service that provides the functionality and capabilities of a private network through the use of shared transmission facilities.

**VPN Authorization Code:** A code used to override CSR restrictions imposed on the VPN Service.

**VPN On-Net:** A feature that enables the Customer or user to dial from one VPN member station to another within the Customer's VPN service.

**VPN Off-Net:** A feature that enables the Customer or user to dial from a VPN member station to a number outside of the Customer's VPN network. VPN Off-Net calling may be initiated from a switched, dedicated, or remote access location.

**VRA:** The authentication code and PIN used when making a VPN remote access call.

**VRA Number:** VPN Remote Access Toll Free Number.

**WATS:** Wide Area Telecommunications Service.

**Wire Center:** A specified geographical location used for determining mileage measurements.

**Wireless:** A telephone system that operates totally without wires such as cellular telephone systems.

**WTN:** Working Telephone Number.

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**MO PSC**

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

REC'D AUG 14 2003

**V&H:** Vertical and Horizontal geographic coordinates.

**VIP:** Volume Incentive Plan.

**Service Commission**

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Missouri Public  
Service Commission

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Missouri Public  
Service Commission

**V&H:** Vertical and Horizontal geographic coordinates.

REC'D JUN 12 2003

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Missouri Public  
Service Commission

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Missouri Public

REC'D FEB 21 2002

Service Commission

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**WTN:** Working Telephone Number.

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Missouri Public  
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Issued: February 21, 2002

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Norm Descoteaux, Regulatory Manager  
5850 W. Las Positas Blvd., Pleasanton, California 94588

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

1st Revised Sheet 34  
Replacing Original Sheet 34

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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**WTN:** Working Telephone Number.

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Public Service Commission  
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Missouri Public  
Service Commission

FILED JAN 23 2002

Service Commission

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**V&H:** Vertical and Horizontal geographic coordinates.

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**Wire Center:** A specified geographical location used for determining mileage measurements.

**WTN:** Working Telephone Number.

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**Service Commission**

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MISSOURI

Issued: March 7, 2001

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**DEC 07 2001**

**Missouri Public**

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**01-475**

**Service Commission**



## SECTION 2 - RULES AND REGULATIONS

### 2.1 Application of the Tariff

- 2.1.1 This Tariff contains the descriptions, regulations, and rates applicable to intrastate telecommunications Service offered by SBCS with principal offices located at 5850 W. Las Positas Blvd., Pleasanton, California 94588. Service is furnished for communications that both originate and terminate at points within the State under terms of this Tariff.

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Service is available throughout the State where the Company has the necessary agreements with the Applicant's local service provider. The Company operates as a competitive telecommunications company. Services in this Tariff are available to Residential Customers and/or Business Customers as specified herein.

- 2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

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Issued: July 29, 2004

Effective: August 29, 2004

Lisa Porterfield, Associate Director Regulatory  
5850 W. Las Positas Blvd., Pleasanton, California 94588

**FILED**  
**MO PSC**

SECTION 2 - RULES AND REGULATIONS

REC'D MAR 07 2001

2.1 Application of the Tariff

**Service Commission**

- 2.1.1 This Tariff contains the descriptions, regulations, and rates applicable to intrastate telecommunications Service offered by SBCS with principal offices located at 5850 W. Las Positas Blvd., Pleasanton, California 94588. Service is furnished for communications that both originate and terminate at points within the State under terms of this Tariff. The Company operates as a reseller. Unless otherwise indicated in this Tariff, Service is available where facilities permit throughout the geographic area served by Southwestern Bell Telephone Company. The Company operates as a competitive telecommunications company. Services in this Tariff are available to Residential Customers and/or Business Customers as specified herein.
- 2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

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Effective: April 23, 2001

Norm Descoteaux, Regulatory Manager  
5850 W. Las Positas Blvd., Pleasanton, California 94588

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Service Commission

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1 1st Revised Sheet 36  
d/b/a SBC Long Distance Service Commission Replacing Original Sheet 36

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of facilities, equipment, or systems, the Company's ability to fulfill the request for Service and the provisions of this Tariff and the rules of the Commission applying to long distance communications as published in 4 CSR 240-33. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, billing agreements, and/or switch software are not available. In case a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of Switched Services shall take precedence over the establishment of Data Services.

2.2.2 Except for Casual Callers, all Switched Services provided according to this Tariff are intrastate add-on Services available from the Company only if the Customer subscribes to the Company's comparable interstate Service offering or interstate promotional offering unless otherwise indicated in this Tariff. Unless otherwise indicated in this Tariff, intrastate Switched Services are not offered on a stand-alone basis. Unless otherwise stated in this Tariff, the method of provisioning a specific Service is determined by the Company.

2.2.3 A third party call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third party call when acceptance of charges at the third number cannot be confirmed.

2.2.4 Without incurring liability, the Company reserves the right to discontinue Service or to limit the use of Service, when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff. The Company may regularly review any Customer's toll usage in order to protect itself from fraudulent or excessive usage by high-risk Customers or Customers who are delinquent in their payments. When the Company determines that the usage volume increases the likelihood that a particular Customer will not pay or will be unable to pay for usage, the Company may implement its toll blocking process, including calling card cancellation. Customers will be provided notification of the limit placed upon their toll usage pursuant to the establishment of credit, indebtedness of Service, and toll restrictions

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Issued: March 28, 2002

Effective: May 1, 2002

Norm Descoteaux, Regulatory Manager  
5850 W. Las Positas Blvd., Pleasanton, California 94588

Missouri Public

FILED MAY 01 2002

Service Commission

SECTION 2 - RULES AND REGULATIONS

REC'D MAR 07 2001

2.2 Limitations on Service

**Service Commission**

- 2.2.1 Service is offered subject to the availability of facilities, equipment, or systems, the Company's ability to fulfill the request for Service and the provisions of this Tariff and the rules of the Commission applying to long distance communications as published in 4 CSR 240-33. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, billing agreements, and/or switch software are not available. In case a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of Switched Services shall take precedence over the establishment of Data Services.
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Public Service Commission  
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Norm Descoteaux, Regulatory Manager  
5850 W. Las Positas Blvd., Pleasanton, California 94588

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May 20, 2005  
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Service Commission

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01-475  
Service Commission

SECTION 2 - RULES AND REGULATIONS

REC'D MAR 07 2001

2.2 Limitations on Service (continued)

**Service Commission**

2.2.5 The Company will terminate Service to Residential Customers pursuant to 4 CSR 240-33.070. Conditions under which the Company may, without notice, terminate Service to Business Customers without liability include, but are not limited to:

- (A) Customer's or End User's use of the Service which constitutes a violation of either the provisions of this Tariff or of any laws, government rules, regulations, or policies or if such actions are reasonably appropriate to avoid violation of applicable law; or
- (B) Any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or
- (C) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or
- (D) Customer's or End User's misuse of the long distance network; or
- (E) Customer's or End User's use of the long distance network for any fraudulent or unlawful purpose; or
- (F) Emergency, threatened, or actual disruption of Service to other Customers; or

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Norm Descoteaux, Regulatory Manager  
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Service Commission

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**Service Commission**

SECTION 2 - RULES AND REGULATIONS

Missouri Public  
Service Commission

2.2 Limitations on Service (continued)

REG'D DEC 30 2002

2.2.5 (continued)

- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the Applicant or Customer obtains or continues to receive Service; or
- (H) Abandonment of the Customer's Premises served; or
- (I) Insufficient or fraudulent billing information; or
- (J) Customer's check or draft is returned unpaid for any reason, after one attempt at collection; or
- (K) If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason. The Company will make at least one attempt at collection prior to termination of Service.

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SECTION 2 - RULES AND REGULATIONS

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2.2 Limitations on Service (continued)

REC'D MAR 07 2001

2.2.5 (continued)

Service Commission

- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or
- (H) Abandonment of the Customer's Premises served; or
- (I) Insufficient or fraudulent billing information; or
- (J) Customer's check or draft is returned unpaid for any reason, after one attempt at collection; or
- (K) If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason. The Company will make at least one attempt at collection prior to termination of Service.

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Original Sheet 39

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

Service Commission

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.6 The Company will terminate Service to Residential Customers pursuant to 4 CSR 240-33.070. Conditions under which the Company may, with notice, terminate Service to Business Customers without liability include, but are not limited to:

- (A) use of invalid or unauthorized telephone numbers, or Credit Card numbers; or,
- (B) failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.8.1 or Section 2.8.2 of this Tariff; or
- (C) non-payment of any sum owed the Company by the due date printed on the bill; or
- (D) if there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against the Company.

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Original Sheet 40

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.7 Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by other companies furnishing a portion of the Company's Service(s).

2.2.8 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

Original Sheet 41  
Service Commission

## SECTION 2 - RULES AND REGULATIONS

## 2.2 Limitations on Service (continued)

- 2.2.9 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.
- 2.2.10 The Company may rely on third parties to provide a portion of the Company's Service. The selection of the Third Party Vendors is made by the Company. The Company reserves the right to change Third Party Vendors at any time.
- 2.2.11 The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.2.12 Recording of telephone conversations provided pursuant to the Company's Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.

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SECTION 2 - RULES AND REGULATIONS

REC'D DEC 30 2002

2.2 Limitations on Service (continued)

2.2.13 All outbound Services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges which have Equal Access. Unless otherwise indicated in this Tariff, all Toll Free Services described in this Tariff are available on a statewide basis.

2.2.14 The Company, when acting at the Customer's request and as its authorized agent for ordering Dedicated Access, will make reasonable efforts to arrange for service.

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2.2.15 Except for Operator Toll Assistance Services, Service(s) in this Tariff are not available for coin or semi-coin telephone stations unless otherwise indicated for a specific Service offering.

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Original Sheet 42

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.13 All outbound Services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges which have Equal Access. Unless otherwise indicated in this Tariff, all Toll Free Services described in this Tariff are available on a statewide basis.

2.2.14 The Company, when acting at the Customer's request and as its authorized agent for ordering Dedicated Access, will make reasonable efforts to arrange for service requirements such as special routing, route Diversity, alternate access, or Circuit conditioning.

2.2.15 Except for Operator Toll Assistance Services, Service(s) in this Tariff are not available for coin or semi-coin telephone stations unless otherwise indicated for a specific Service offering.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.16 Reserved for future use

2.2.17 The Company does not generally provide echo suppression. However, for Toll Free Service or outbound Services that require Dedicated Access to reach the long distance network, the Company, not the Customer, will determine when echo suppression will be provided.

2.2.18 The Company reserves the right to add, change, or delete Services at any time.

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SECTION 2 - RULES AND REGULATIONS **Missouri Public**

2.2 Limitations on Service (continued)

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Service Commission**

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SECTION 2 - RULES AND REGULATIONS

REC'D AUG 29 2002

2.2 Limitations on Service (continued)

2.2.19 If as a condition for qualifying for a particular Service or promotional offering provided by the Company, the Customer or Applicant must subscribe to specific services, features or products offered by an affiliated LEC or affiliated CLEC and if the Customer or Applicant receives its local service from a non-affiliated LEC or non-affiliated CLEC, the Company will provide a particular Service or promotional offering if the following conditions are met:

- The non-affiliated LEC or non-affiliated CLEC must have entered into an acceptable PIC CARE agreement with the Company;
- The non-affiliated LEC or non-affiliated CLEC must warrant to Company that it offers services, features or products of equivalent functionality to those of the affiliated LEC or affiliated CLEC as required under the selected Company's Services or promotional offering;
- The local service, features or products provided by a non-affiliated LEC or non-affiliated CLEC subscribed to by the Customer or Applicant must be services, features or products of equivalent functionality to those of the affiliated LEC or affiliated CLEC as named in this Tariff. The Company will determine if the services, features or products provided by a non-affiliated LEC or non-affiliated CLEC are functionally equivalent; and
- The Customer must (a) certify that Customer is purchasing services, features or products of equivalent functionality to those of the affiliated LEC or affiliated CLEC as named in the Tariff, (b) certify that Customer will immediately notify Company if Customer discontinues the purchase of services, features or products of equivalent functionality and (c) agree, upon request of Company, to provide copies of Customer's local service invoices for verification that Customer is purchasing such services, features or products of equivalent functionality.

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SECTION 2 - RULES AND REGULATIONS

REC'D JUN 21 2002

2.2 Limitations on Service (continued)

2.2.19 If, as a condition for qualifying for a particular Service or promotional offering provided by the Company, the Customer or Applicant must subscribe to specific services, features or products offered by an affiliated LEC or affiliated CLEC and if the Customer or Applicant receives its local service from a non-affiliated LEC or non-affiliated CLEC, the Company will provide a particular Service or promotional offering if the following conditions are met: T

- The non-affiliated LEC or non-affiliated CLEC must have entered into an acceptable PIC CARE agreement with the Company; T

- The non-affiliated LEC or non-affiliated CLEC must warrant to Company that it offers services, features or products of equivalent functionality to those of the affiliated LEC or affiliated CLEC as required under the selected Company's Services or promotional offering; T

- The local service, features or products provided by a non-affiliated LEC or non-affiliated CLEC subscribed to by the Customer or Applicant must be services, features or products of equivalent functionality to those of the affiliated LEC or affiliated CLEC as named in this Tariff. The Company will determine if the services, features or products provided by a non-affiliated LEC or non-affiliated CLEC are functionally equivalent; and

- The Customer must (a) certify that Customer is purchasing services, features or products of equivalent functionality to those of the affiliated LEC or affiliated CLEC as named in the Tariff, (b) certify that Customer will immediately notify Company if Customer discontinues the purchase of services, features or products of equivalent functionality and (c) agree, upon request of Company, to provide copies of Customer's local service invoices for verification that Customer is purchasing such services, features or products of equivalent functionality.

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Missouri Public

SECTION 2 - RULES AND REGULATIONS

REC'D APR 03 2002

2.2 Limitations on Service (continued)

2.2.19 If, as a condition for qualifying for a particular Service offering provided by the Company, the Customer or Applicant must subscribe to specific services, features or products offered by an affiliated LEC or affiliated CLEC and if the Customer or Applicant receives its local service from a non-affiliated LEC or non-affiliated CLEC, the Company will provide a particular service offering if the following conditions are met:

- The non-affiliated LEC or non-affiliated CLEC must have entered into an acceptable PIC care agreement with the Company;
- The non-affiliated LEC or non-affiliated CLEC must warrant to Company that it offers services, features or products of equivalent functionality to those of the affiliated LEC or affiliated CLEC as required under the selected Company's services;
- The local service, features or products provided by a non-affiliated LEC or non-affiliated CLEC subscribed to by the Customer or Applicant must be services, features or products of equivalent functionality to those of the affiliated LEC or affiliated CLEC as named in this Tariff. The Company will determine if the services, features or products provided by a non-affiliated LEC or non-affiliated CLEC are functionally equivalent; and
- The Customer must (a) certify that Customer is purchasing services, features or products of equivalent functionality to those of the affiliated LEC or affiliated CLEC as named in the Tariff, (b) certify that Customer will immediately notify Company if Customer discontinues the purchase of services, features or products of equivalent functionality and (c) agree, upon request of Company, to provide copies of Customer's local service invoices for verification that Customer is purchasing such services, features or products of equivalent functionality.

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SECTION 2 - RULES AND REGULATIONS

REC'D FEB 21 2002

2.2 Limitations on Service (continued)

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2.2.19 If as a condition for qualifying for a particular Service offering provided by the Company the Customer or Applicant must subscribe to specific services, features or products offered by an affiliated LEC or affiliated CLEC and the Customer or Applicant is served in an area where the Company does not have an affiliation with the LEC or CLEC providing local service to the Customer or Applicant, the requirement to subscribe to features, services or products of an affiliated LEC or affiliated CLEC are waived if the following conditions are met:

- The Company must have a billing and collection agreement with the non-affiliated LEC or non-affiliated CLEC;
- The non-affiliated LEC or non-affiliated CLEC must agree to provide a written guarantee to the Company if the Customer discontinues any of the equivalent services, features or products;
- The non-affiliated LEC or CLEC must agree to notify the Company if the Customer fails to maintain the minimum number of equivalent features in cases where all features within a feature package are not required to qualify for a Service offering; and
- The local service, features or products provided by a non-affiliated LEC or non-affiliated CLEC subscribed to by the Customer or Applicant must be services, features or products of equivalent functionality to those of the affiliated LEC or affiliated CLEC as named in this Tariff. The Company will determine if the services, features or products provided by a non-affiliated LEC or non-affiliated CLEC are functionally equivalent.

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SECTION 2 - RULES AND REGULATIONS

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2.3 Limitation of Liability

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The Company's liability will be limited to that expressly stated in Sections 2.3 of this T  
Tariff in connection with the provision of Service to the Customer.

2.3.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of Service(s) with a usage-sensitive rate structure, will in no event exceed an amount equivalent to the initial period charge to the Customer for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for any damages caused by the negligence, gross negligence or willful misconduct of the Customer or Customer's agents, employees, officers, directors, contractors or vendors.

2.3.2 Unless otherwise stated in this Tariff, the liability of the Company for negligence arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of recurring Service(s) shall be limited to a service adjustment based on the amount of time such Service is out of service times the applicable monthly recurring charge for Service.

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Original Sheet 44

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

~~Service Commission~~

## SECTION 2 - RULES AND REGULATIONS

## 2.3 Limitation of Liability

The Company's liability will be limited to that expressly stated in Sections 2.3.1 through 2.3.16 of this Tariff in connection with the provision of Service to the Customer.

2.3.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of Service(s) with a usage-sensitive rate structure, will in no event exceed an amount equivalent to the initial period charge to the Customer for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for any damages caused by the negligence, gross negligence or willful misconduct of the Customer or Customer's agents, employees, officers, directors, contractors or vendors.

2.3.2 Unless otherwise stated in this Tariff, the liability of the Company for negligence arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of recurring Service(s) shall be limited to a service adjustment based on the amount of time such Service is out of service times the applicable monthly recurring charge for Service.

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SECTION 2 - RULES AND REGULATIONS

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2.3 Limitation of Liability (continued)

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2.3.3 The liability of the Company for gross negligence arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Section 2.3.1 or 2.3.2 of this Tariff, whichever is applicable, or the sum of \$10,000. The liability of the Company for gross negligence shall be limited to and shall in no event exceed \$10,000.

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2.3.4 Reserved for future use.

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2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered by the Company for the call or Service giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. A Residential Customer may advise the Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to the Company during normal business hours. A Business Customer must advise the Company that all or part of a charge is in dispute by written notice.

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Original Sheet 45  
Service Commission

## SECTION 2 - RULES AND REGULATIONS

## 2.3 Limitation of Liability (continued)

- 2.3.3 The liability of the Company for gross negligence arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Section 2.3.1 or 2.3.2 of this Tariff, whichever is applicable, and the sum of \$1,000.
- 2.3.4 The liability of the Company for willful misconduct occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Sections 2.3.1, 2.3.2 or 2.3.3, which is applicable, and the sum of \$2,000.
- 2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered by the Company for the call or Service giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. A Residential Customer may advise the Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to the Company during normal business hours. A Business Customer must advise the Company that all or part of a charge is in dispute by written notice.

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Original Sheet 46Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
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Service Commission

## SECTION 2 - RULES AND REGULATIONS

## 2.3 Limitation of Liability (continued)

2.3.6 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of the Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of the Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. The Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof. In addition, a portion or all of the Service may be provided over facilities of third parties. The Company will not be liable to the Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties. The Company's liability, if any, with regard to the delayed installation of facilities or commencement of Service will not exceed \$1,000.

2.3.7 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.8 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.

2.3.9 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.

2.3.10 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

(A) Unavoidable interruption in the working of transmission facilities; or

(B) Natural disasters such as storms, fire, flood, or other catastrophes; or

(C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.10 (continued)

- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, supplier failures, shortages, breaches or delays, or other labor difficulties; or
- (E) The unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment; or
- (F) Explosions, vandalism, cable cut or other similar occurrences; or
- (G) Preemption of existing Services to restore Service(s) in compliance with the F.C.C.'s rules and regulations; or
- (H) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's control.

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Original Sheet 49  
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## SECTION 2 - RULES AND REGULATIONS

## 2.3 Limitation of Liability (continued)

- 2.3.11 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.3.12 If the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

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Service Commission

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01-475  
Service Commission

REC'D MAR 07 2001

Original Sheet 50

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

Service Commission

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.13 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.

2.3.14 The Company may rely on Third Party Vendors for the performance of certain services such as Dedicated Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as agent for the Customer in obtaining such other services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

Original Sheet 51  
Service Commission

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.15 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service.
- (B) Damages caused by the fault or negligence or willful misconduct of the Customer or End User.
- (C) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost revenue or lost profits.
- (E) Any indirect, incidental, special or consequential damages, lost revenue or lost profits of any kind, even if Company is advised of the possibility of such consequences.

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Service Commission

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

Original Sheet 52  
Service Commission

## SECTION 2 - RULES AND REGULATIONS

## 2.3 Limitation of Liability (continued)

## 2.3.15 (continued)

- (F) The use or abuse of any Service described herein by any party including, but not limited to, the Customer or End User. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. Compensation for any injury the customer may suffer to the fault of third parties must be sought from such other parties. In the case of TFS, this applies to third parties who dial the Customer's TFS Number by mistake. Compensation for any injury the Customer may suffer due to the fault of third parties must be sought from such other parties.
- (G) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- (H) Any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

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2.3 Limitation of Liability (continued)

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2.3.16 If someone other than the Customer (e.g., authorized or unauthorized) has use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

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2.3.17 The Company's liability with respect to nonworking account codes will be limited to the Company's monthly charge for the account code feature, if any.

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Original Sheet 53

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.16 If someone other than the Customer (e.g., authorized or unauthorized) has use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

Original Sheet 54  
Service Commission

## SECTION 2 - RULES AND REGULATIONS

## 2.4 Use of Service

- 2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week. Unless otherwise restricted herein, Customers may use the Company's Service(s) to place and/or receive intrastate InterLATA and intrastate IntraLATA calls.
- 2.4.2 The Service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The Customer is liable for all obligations under this Tariff notwithstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of others.

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d/b/a SBC Long Distance

Original Sheet 55  
Service Commission

## SECTION 2 - RULES AND REGULATIONS

## 2.4 Use of Service (continued)

2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes including but not limited to use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this Tariff either in whole or in part. Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is an authorized communications common carrier, an authorized resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's Service. However, this provision does not preclude an agreement between the Customer, Authorized User, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions.

- (A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

Original Sheet 56  
Service Commission

## SECTION 2 - RULES AND REGULATIONS

## 2.4 Use of Service (continued)

## 2.4.4 (continued)

- (B) One Joint User or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or Authorized Users in the application for Service. Service Orders which involve the start, rearrangement or discontinuance of joint use or authorized use of Service will be accepted by the Company only from that Customer and will be subject to all requirements of this Tariff.
- (C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or Authorized User will be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each joint or Authorized User must submit to the designated Customer a letter guaranteeing payment for the joint or Authorized User's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each Joint User or Authorized User.

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Original Sheet 57

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

Service Commission

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 (continued)

(D) Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

2.4.5 If the Company reasonably concludes that Customer-provided equipment does not pass back appropriate answer supervision to the long distance network, the Company will notify the Customer. If the Customer cannot correct the problem and if Customer-provided equipment continues to provide inappropriate answer supervision to the long distance network, the Company reserves the right to suspend or terminate the Customer's Service. The Company will give the Customer five (5) days' written notice of its intent to terminate Service.

2.4.6 Service provided to Residential Customers pursuant to this Tariff may not be used to transmit data.

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Original Sheet 58

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting from Customer's (or its employees', agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or rates, or unauthorized or illegal acts of the Customer or its End User, its employees, agents, or independent contractors.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the Service(s) provided under this Tariff, any Circuit, apparatus, system or method provided by the Customer.

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Original Sheet 59

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

Service Commission

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer or End User of the right to privacy.
- (F) Any other claims whatsoever relating to, or arising from, message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, 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 provision of Service, whatever the cause and whether negligent or otherwise.
- (I) Claims related to lost or stolen calling cards, except as described in Section 2.24 of this Tariff.

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Original Sheet 60

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (J) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer or Authorized Users.
- (K) Defacement of, or damage to, the Customer's Premises resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises.
- (L) Claims arising out of the use of Services or Company-Provided equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

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Original Sheet 61

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (M) Any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's Circuits, facilities, or equipment connected to Services. This includes without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's Circuits, facilities or equipment, and proceeding to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate Service(s).

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Service Commission



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Original Sheet 62

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

Service Commission

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.

2.5.3 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

2.5.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

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Service Commission

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Original Sheet 63Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance~~Service Commission~~

## SECTION 2 - RULES AND REGULATIONS

## 2.5 Obligations of the Customer (continued)

2.5.5 The Customer is responsible for payment for all calls originated at the Customer's number(s), terminated on the Customer's TFS Number, accepted at the Customer's number, billed to a Customer's calling card or any Operator Toll Assistance billing option, or incurred at the specific request of the Customer. The Customer is responsible for paying for all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part. These responsibilities are not changed due to any use, misuse or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees or the public.

2.5.6 The termination or disconnection of Service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, and 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

Original Sheet 64  
Service Commission

## SECTION 2 - RULES AND REGULATIONS

## 2.5 Obligations of the Customer (continued)

- 2.5.7 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the long distance network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.
- 2.5.8 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.17 of this Tariff for additional information regarding the Customer's obligations concerning taxes.
- 2.5.9 The Customer will be liable for reimbursing the Company for damages to facilities or Company-Provided equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, contractors, or authorized or unauthorized End User(s).

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Service Commission

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Original Sheet 65

Service Commission

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.10 If Service is terminated pursuant to Section 2.2.5, Section 2.2.6 or Section 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, the Customer will be deemed to have cancelled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.

2.5.11 The Customer will indemnify and hold the Company harmless against any and all liabilities, costs, damages, and expenses resulting from claims by third parties that any calling card or PIN has been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company.

2.5.12 If the Company is acting as an agent of the Customer for ordering Dedicated Access for the provision of Switched Service(s) and if the Customer is to be exempted from the monthly Special Access Surcharge charged by the Local Access Provider, it is the Customer's responsibility to provide the Company with an Exemption Certificate.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

Service Commission

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.13 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

2.5.14 If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with service provided to a specific Customer and those charges are not specifically listed in this Tariff, those charges will be billed to the Customer on a pass-through basis. The Customer is responsible for payment of such charges.

2.5.15 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees, taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Customer's Service, that entity's charges may be passed through to the Customer. The Customer is responsible for the payment of all such charges.

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SECTION 2 - RULES AND REGULATIONS

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2.5 Obligations of the Customer (continued)

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2.5.16 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

2.5.17 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Customer shall reimburse the Company, in addition to any other remedy, for attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

2.5.18 In the case of nonworking account codes, the Customer is responsible for payment of usage charges for long distance calls originated at the Customer's number(s).

2.5.19 If Service is suspended, the Customer will be responsible for the payment of all MRCs until Service is disconnected. N  
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Norm Descoteaux, Associate Director Regulatory  
5850 W. Las Positas Blvd., Pleasanton, California 94588

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SECTION 2 - RULES AND REGULATIONS

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2.5 Obligations of the Customer (continued)

Service Commission

2.5.16 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

2.5.17 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Customer shall reimburse the Company, in addition to any other remedy, for attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

2.5.18 In the case of nonworking account codes, the Customer is responsible for payment of usage charges for long distance calls originated at the Customer's number(s).

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d/b/a SBC Long Distance

Original Sheet 67  
Service Commission

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.16 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.5.17 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Customer shall reimburse the Company, in addition to any other remedy, for attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

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Service Commission



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Original Sheet 68

Service Commission

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

## SECTION 2 - RULES AND REGULATIONS

## 2.6 Obligations of a Reseller

- 2.6.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 and in Sections 2.6.2 through 2.6.7 hereof, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company.
- 2.6.2 In the event of non-payment by a Reseller's subscriber, the Company may be requested by the Reseller to block such subscriber's service because of non-payment of charges. Before the Company blocks Service to a Reseller's subscriber, the Reseller must certify that proper notice has been given to the subscriber. Proper notice must meet state and federal rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).
- 2.6.3 Resellers will be responsible for paying all taxes and fees based upon the taxing jurisdiction's rules and regulations.
- 2.6.4 In addition to the other provisions in this Tariff, Resellers will be responsible for all interaction and interface with their own subscribers or customers. The provision of Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

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## SECTION 2 - RULES AND REGULATIONS

## 2.6 Obligations of a Reseller (continued)

- 2.6.5 If the Customer resells Services, the Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.
- 2.6.6 In addition to the other provisions in this Tariff, Resellers must have the appropriate authority in all areas where the Reseller provides service and provide such documentation to the Company when requested. Resellers of the Company's Services are responsible for maintaining all necessary state and F.C.C. tariffs for operating as a Reseller and for complying with all rules and regulations as set forth by the Commission. Further, the Reseller also assumes full responsibility for complying with the Communications Act of 1934, as amended; the Telecommunications Act of 1996; and the rules, regulations, and decisions of the F.C.C.
- 2.6.7 If a Reseller switches a subscriber's long distance provider without obtaining permission from the subscriber, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different long distance service provider. In instances where the Reseller has presubscribed lines and/or location to its Service without proper authorization, the Reseller must:

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SECTION 2 - RULES AND REGULATIONS Missouri Public  
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2.6 Obligations of a Reseller (continued)

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2.6.7 (continued)

- (A) Inform the subscriber of the unauthorized change in long distance service providers; and
- (B) Ensure that the subscriber's service is returned to the long distance service provider of choice; and
- (C) Pay all applicable charges.

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d/b/a SBC Long Distance

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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller (continued)

2.6.7 (continued)

- (A) Inform the subscriber of the unauthorized change in long distance service providers; and
- (B) Insure that the subscriber's service is returned to the long distance service provider of choice; and
- (C) Pay all applicable charges.

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## SECTION 2 - RULES AND REGULATIONS

REC'D JAN 07 '2003

## 2.7 Obtaining Services

### 2.7.1 General

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate. For example, the Company may require the Customer to execute a letter of agency, service agreement, RespOrg agreement, contract, etc. depending on the Service(s) selected by the Customer. Service may be initiated based on written or oral agreement between the Company and the Customer. The Company reserves the right to require an Applicant to sign an application for the Service desired, on a form provided by the Company, as a condition for establishing Service. Applications for Service will be accepted by the Company provided that the Service is available, and the Company has no reason to believe the Customer will not comply with the provisions of this Tariff. The Company will also accept an oral application from a Customer for additions to or changes in existing Service. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with the applicable Tariffs of the Company. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.2 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

Missouri Public

2.7 Obtaining Services

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2.7.1 General

Service Commission

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with the applicable Tariffs of the Company. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.2 of this Tariff.

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d/b/a SBC Long Distance

Original Sheet 71  
Service Commission

## SECTION 2 - RULES AND REGULATIONS

## 2.7 Obtaining Services

## 2.7.1 General

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with the applicable Tariffs of the Company. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.2 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS Missouri Public

2.7 Obtaining Services (continued)

REC'D MAR 28 2002

2.7.2 Establishment of Credit; Indebtedness; Toll Restriction

Service Commission

T

(A) Residential Customers

.1 Applicant

The Company reserves the right to require all Applicants to establish credit worthiness. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

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d/b/a SBC Long Distance

Original Sheet 72  
Service Commission

## SECTION 2 - RULES AND REGULATIONS

## 2.7 Obtaining Services (continued)

## 2.7.2 Establishment of Credit

## (A) Residential Customers

## .1 Applicant

The Company reserves the right to require all Applicants to establish credit worthiness. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

## .2 Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

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SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

Missouri Public M

2.7.2 Establishment of Credit; Indebtedness; Toll Restriction

REC'D MAR 28 2002 M/T

(A) Residential Customers

Service Commission M

.2 Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time. The Company may establish credit limits for new and existing Customers. Where a credit limit is established for a Customer, the Customer will be notified of the Customer's initial credit limit amount and any subsequent credit limit changes. The Company reserves the right to deny furnishing its calling cards to any Customer or Applicant the Company deems high-risk. Where a Customer becomes delinquent in payments, a new credit limit may be established that is lower than the Customer's initial credit limit. In the event a Customer's established credit limit is exceeded, or in the event a Customer becomes delinquent in the Customer's payments, the Company may implement its toll blocking process. Pursuant to that process, the Company may place a restriction on or discontinue Customer's use of intrastate long distance services, including calling card use, 1+, 0+, and all 900/976/700/500 calls until the Customer makes payment arrangements satisfactory to the Company. Access to local calling, operator assisted calls, emergency services (9-1-1), calls placed via a toll free number (800, 877, 888 or other area code assignments as appropriate) will not be affected. In the event that toll access is restricted or blocked pursuant to the foregoing, Customers attempting to access restricted services will be automatically routed to either a recorded announcement or a service representative for information regarding restoration of service. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable.

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SECTION 2 - RULES AND REGULATIONS

Missouri Public

2.7 Obtaining Services (continued)

REC'D MAR 28 2002

2.7.2 Establishment of Credit; Indebtedness; Toll Restriction

T  
Service Commission

(B) Business Customers

.1 Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

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d/b/a SBC Long Distance

Original Sheet 73  
Service Commission

## SECTION 2 - RULES AND REGULATIONS

## 2.7 Obtaining Services (continued)

## 2.7.2 Establishment of Credit

## (B) Business Customers

## .1 Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

## .2 Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

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SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

Missouri Public

M

2.7.2 Establishment of Credit; Indebtedness; Toll Restriction

REC'D MAR 28 2002

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(B) Business Customers

Service Commission

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.2 Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time. The Company may establish credit limits for new and existing Customers. Where a credit limit is established for a Customer, the Customer will be notified of the Customer's initial credit limit amount and any subsequent credit limit changes. The Company reserves the right to deny furnishing its calling cards to any Customer or Applicant the Company deems high-risk. Where a Customer becomes delinquent in payments, a new credit limit may be established that is lower than the Customer's initial credit limit. In the event a Customer's established credit limit is exceeded, or in the event a Customer becomes delinquent in the Customer's payments, the Company may implement its toll blocking process. Pursuant to that process, the Company may place a restriction on or discontinue Customer's use of intrastate long distance services, including calling card use, 1+, 0+, and all 900/976/700/500 calls until the Customer makes payment arrangements satisfactory to the Company. Access to local calling, operator assisted calls, emergency services (9-1-1), calls placed via a toll free number (800, 877, 888 or other area code assignments as appropriate) will not be affected. In the event that toll access is restricted or blocked pursuant to the foregoing, Customers attempting to access restricted services will be automatically routed to either a recorded announcement or a service representative for information regarding restoration of service. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable.

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SECTION 2 - RULES AND REGULATIONS

Missouri Public  
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2.7 Obtaining Services (continued)

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2.7.2 Establishment of Credit; Indebtedness; Toll Restriction (continued)

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(C) Indebtedness; Concurrent Indebtedness; Prior Indebtedness

The Company reserves the right to refuse Service to any Applicant who is indebted to the Company for Service(s) previously furnished until satisfactory payment arrangements have been made for all such indebtedness. The Company further reserves the right to refuse Service to any Applicant who is currently indebted to the Company for Service(s) on another Company account, until satisfactory payment arrangements have been made for all such indebtedness. Where a Customer subscribes to more than one active telephone account, and the Company suspends or terminates Service to one or more of the Customer's accounts for nonpayment, the Company may, at its option, initiate action for collection, including the action to suspend or terminate some or all of the other active Customer accounts, with notice as prescribed under Section 2.20 of this Tariff. The Company may also refuse Service to any Applicant attempting to establish Service for a former Customer who is indebted for previous Service(s), regardless of whether or not the previous Customer was furnished Service at the same location, until satisfactory payment arrangements have been made for payment of all such prior indebtedness. If Service is established and it is subsequently determined that any of the foregoing conditions of indebtedness exists, the Company may suspend or terminate such Service until satisfactory arrangements have been made for the payment of the prior indebtedness.

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SECTION 2 - RULES AND REGULATIONS

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2.7 Obtaining Services (continued)

Service Commission

2.7.3 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(C) Indebtedness; Concurrent Indebtedness; Prior Indebtedness

The Company reserves the right to refuse Service to any Applicant who is indebted to the Company for Service(s) previously furnished until satisfactory payment arrangements have been made for all such indebtedness. The Company further reserves the right to refuse Service to any Applicant who is currently indebted to the Company for Service(s) on another Company account, until satisfactory payment arrangements have been made for all such indebtedness. Where a Customer subscribes to more than one active telephone account, and the Company suspends or terminates Service to one or more of the Customer's accounts for nonpayment, the Company may, at its option, initiate action for collection, including the action to suspend or terminate some or all of the other active Customer accounts, with notice as prescribed under Section 2.20 of this Tariff. The Company may also refuse Service to any Applicant attempting to establish Service for a former Customer who is indebted for previous Service(s), regardless of whether or not the previous Customer was furnished Service at the same location, until satisfactory payment arrangements have been made for payment of all such prior indebtedness. If Service is established and it is subsequently determined that any of the foregoing conditions of indebtedness exists, the Company may suspend or terminate such Service until satisfactory arrangements have been made for the payment of the prior indebtedness.

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SECTION 2 - RULES AND REGULATIONS

REC'D MAR 28 2002

2.7 Obtaining Services (continued)

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2.7.3 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(C) Indebtedness; Concurrent Indebtedness; Prior Indebtedness

The Company reserves the right to discontinue granting any further credit to Customer in the event of Customer's repeated delinquency in payment for Services, fraudulent use, suspension or disconnection of Service, the Customer files for protection under the United States Bankruptcy Code, or any other material breach, where not prohibited by federal law, rule or regulation. In such event, the Company may, at its sole discretion, require the Customer to prepay for all future Services as thereafter directed by the Company.

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d/b/a SBC Long Distance

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SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments

2.8.1 Customer Deposits

(A) General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.2 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed. The Company will collect deposits from Residential Customers pursuant to 4 CSR 240-33.050.

(B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for two months' Service. The Company will determine the amount of the deposit.

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d/b/a SBC Long Distance

Service Commission

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.1 Customer Deposits (continued)

(C) Interest on Deposits

If applicable, the Company will pay interest on deposits according to the rules and regulations of the Commission. The Company will pay an interest rate on any security deposit it collects equal to a rate of one percent (1%) above the prime lending rate as published in the *Wall Street Journal* for the last business day of September. This rate shall be adjusted annually on October 1 of each year. Interest shall be credited annually upon the account of the Customer or paid upon the return of the deposit, whichever occurs first.

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d/b/a SBC Long Distance

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SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.1 Customer Deposits (continued)

(D) Return of Deposit

A deposit will be returned:

- When an application for Service has been canceled prior to the establishment of Service; or
- Upon discontinuance of Service; or
- Upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods.

The deposit with accrued interest shall be promptly refunded or credited against charges stated on subsequent bills. Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

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SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

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2.8.2 Advance Payments

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Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The Company reserves the right to require an advanced payment from Customers and Applicants who, in the Company's judgment, present an undue risk of nonpayment. Such advanced payment may be required instead of or in addition to a security deposit. The Company shall be authorized to apply such advanced payments against any Service charges incurred by the Customer. The advanced payment shall be equal to or less than estimated installation charges plus two months estimated billing. Advance payment requirements may be increased or decreased by the Company as it deems necessary in the light of changing conditions. The Company may alternatively require such Customers and Applicants to authorize credit card billing for advance payments as described in Section 2.9 of this Tariff. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

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- (A) the Customer's or Applicant's payment history (if any) with the Company and its affiliates;
- (B) Customer's ability to demonstrate adequate ability to pay for the Service;
- (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;
- (D) information relating to Customer's management, owners, and affiliates (if any); and
- (E) the Applicant's or Customer's actual long distance usage (for Data Services, the actual Data Service charges).

The Company does not pay interest on advance payments.

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## SECTION 2 - RULES AND REGULATIONS

## 2.8 Customer Deposits / Advance Payments (continued)

## 2.8.2 Advance Payments

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

- (A) the Customer's or Applicant's payment history (if any) with the Company and its affiliates;
- (B) Customer's ability to demonstrate adequate ability to pay for the Service;
- (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;
- (D) information relating to Customer's management, owners, and affiliates (if any); and
- (E) the Applicant's or Customer's actual long distance usage (for Data Services, the actual Data Service charges).

The Company does not pay interest on advance payments.

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill

2.9.1 General

- (A) The Company uses cycle billing. The billing period is one (1) month. Except for fraud, charges may be assessed for unbilled traffic or Data Services up to two (2) years in arrears.
- (B) The Company uses LEC billing. The Company may also utilize direct billing by the Company or an authorized billing agent. The availability of the billing option is controlled by the Company not the Customer.
- (C) If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- (D) In instances where the Company orders Dedicated Access as an agent for the Customer, the Company will become the customer-of-record with the Local Access Provider. The Company will bill the Customer on a pass-through basis.

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SECTION 2 - RULES AND REGULATIONS

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2.9 Rendering Bill (continued)

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2.9.1 General (continued)

- (E) Credit card billing and automatic withdrawal from the Customer's checking or savings account may be available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash. With credit card billing, charges for Services provided by the Company are billed on the Customer's designated and approved credit card. Should the Customer cancel or change their designated credit card for billing, the Customer shall promptly inform the Company and designate new information for billing. Charges for Service are billed monthly in accordance with terms and conditions between the Customer and the Customer's designated credit card company. Call detail will not be included in the credit card bill; call detail will be provided by the Company in a separate mailing.
- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). Monthly recurring charges continue to accrue during any suspension of Service until Service is disconnected. A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month.
- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.

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SECTION 2 - RULES AND REGULATIONS Missouri Public

2.9 Rendering Bill (continued)

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2.9.1 General (continued)

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- (E) Credit card billing and automatic withdrawal from the Customer's checking or savings account may be available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash. With credit card billing, charges for Services provided by the Company are billed on the Customer's designated and approved credit card. Should the Customer cancel or change their designated credit card for billing, the Customer shall promptly inform the Company and designate new information for billing. Charges for Service are billed monthly in accordance with terms and conditions between the Customer and the Customer's designated credit card company. Call detail will not be included in the credit card bill; call detail will be provided by the Company in a separate mailing. N
- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month. N
- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
d/b/a SBC Long Distance

Original Sheet 79  
Service Commission

## SECTION 2 - RULES AND REGULATIONS

## 2.9 Rendering Bill (continued)

## 2.9.1 General (continued)

- (E) Where billing systems allow, Credit Card billing and automatic withdrawal from the Customer's checking or savings account are available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash.
- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month.
- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1  
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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

- (H) Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.
- (I) In the event that the Company's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of the non-performance by the Customer of any obligation set forth in this Tariff, the Customer shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide Service.
- (J) The Company may offer a discount or a reduced rate per minute for directors, officers or employees of the Company or of an affiliated company that subscribe to one of the Company's Service offerings.
- (K) Depending on where and under what name the Company provides Service, the Company's applicable business name will precede the tariffed service name on the Customer's bill.

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SECTION 2 - RULES AND REGULATIONS

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2.9 Rendering Bill (continued)

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2.9.2 Direct Billing By Company And/Or Authorized Billing Agent

(A) LEC Billing

- .1 The Company utilizes LEC billing. With LEC billing, the Customer's charges for the Company's Services are billed on a separate page from the Customer's bill for local service or local toll service. Call detail is available with the bill. If LEC billing is utilized, the rules and regulations applying to rendering and payment of bill and late charges are the same as covered in the applicable LEC tariff. N
- .2 A Customer subscribing to outbound Service(s) that are LEC-billed may have multiple WTNs reported on the same BTN. A Customer subscribing to TFS may have multiple TFS Numbers associated with the same BTN. N

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company And/Or Authorized Billing Agent

(A) LEC Billing

- .1 The Company utilizes LEC billing. With LEC billing, the Customer's charges for the Company's Services are billed on a separate page from the Customer's bill for local service. Call detail is available with the bill. If LEC billing is utilized, the rules and regulations applying to rendering and payment of bill and late charges are the same as covered in the applicable LEC tariff.
- .2 A Customer subscribing to outbound Service(s) that are LEC-billed may have multiple WTNs reported on the same BTN. A Customer subscribing to TFS may have multiple TFS Numbers associated with the same BTN.

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2.9 Rendering Bill (continued)

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2.9.2 Direct Billing By Company Or Authorized Billing Agent (continued)

(B) Other Billing Arrangements

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. For usage sensitive Switched Services, call detail is available with the bill. Payment in full is due by the due date disclosed on the bill. The Customer will have at least twenty-one (21) days from the rendition of a bill to pay the charges stated. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of \$5.00 or 1.5% per month, whichever is greater. The one-time charge shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies. T

Customers that are direct-billed must provide the Company updated information within fifteen (15) days of a change in billing address and/or contact information. If the Customer fails to timely provide such updated information, the Company reserves the right to terminate Service on five (5) days verbal or written notice to last know address/contact, and the Customer shall be responsible for any and all early termination fees. T

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

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2.9.2 Direct Billing By Company Or Authorized Billing Agent (continued)

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(B) Other Billing Arrangements

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Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. For usage sensitive Switched Services, call detail is available with the bill. Payment in full is due by the due date disclosed on the bill. The Customer will have at least twenty-one (21) days from the rendition of a bill to pay the charges stated. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of \$5.00 or 1.5% per month, whichever is greater. The one-time penalty shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies.

Customers that are direct-billed must provide the Company updated information within fifteen (15) days of a change in billing address and/or contact information. If the Customer fails to timely provide such updated information, the Company reserves the right to terminate Service on five (5) days verbal or written notice to last know address/contact, and the Customer shall be responsible for any and all cancellation penalties.

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## SECTION 2 - RULES AND REGULATIONS

## 2.9 Rendering Bill (continued)

## 2.9.2 Direct Billing By Company Or Authorized Billing Agent (continued)

## (B) Other Billing Arrangements

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. For usage sensitive Switched Services, call detail is available with the bill. Payment in full is due by the due date disclosed on the bill. The Customer will have at least twenty-one (21) days from the rendition of a bill to pay the charges stated. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of \$5.00 or 1.5% per month, whichever is greater. The one-time penalty shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies.

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