

FIBER FOUR CORPORATION

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**MISSOURI
Public Service Commission**

TARIFF
OF
FIBER FOUR CORPORATION

This Tariff, filed with the Missouri Public Service Commission, Contains the rates, terms and conditions applicable to the provision of competitive interexchange intrastate telecommunications services in the State of Missouri by Fiber Four Corporations. This Tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

Notice: Pursuant to Case No. TA-95-328, the Missouri Public Service Commission has classified Fiber Four Corporation and its services as competitive under the provisions of Ch. 392, RS Mo., and waived the following statutes and rules: 392.240(1); 392.270; 392.280; 392.290; 392.310; 392.320; 392.330; 392.340; 4 CSR 240-10.020; 4 CSR 240-30.010(2)(C); 4 CSR 240-32.030(1)(B); 4 CSR 240-32.030(1)(C); 4 CSR 240-32.030(2); 4 CSR 240-32.050 (3-6); 4 CSR 240-32.070(4); and 4 CSR 240-33.030.

FILED

JUN 23 1996

96-376
MO. PUBLIC SERVICE COMM

Issued MAY 09 1996

Boyd Spiker
General Manager

Effective: JUN 23 1996

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1. EXPLANATION OF SYMBOLS

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

- (C) to signify changed rules or regulation*
- (D) to signify discontinued rate or regulation
- (I) to signify increased regulation
- (M) to signify matter relocated without change
- (N) to signify new rate or regulation
- (R) to signify reduced regulation
- (S) to signify reissued material
- (T) to signify a change in text but no change in rate or regulation
- (Z) to signify a correction

* When used in reference to a rate, the symbol (C) indicates that a change in the method of applying a rate which will result in either an increase or a decrease for certain customers.

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2. APPLICATION OF TARIFF

The service rates and regulations set forth in this Tariff are generally applicable to the provision of interexchange intrastate telecommunications services by Fiber Four Corporation (the "Company"). The Company may from time to time and in particular circumstances provide discounts or promotional offerings or otherwise waive or modify these general rates and regulations for potential customers, in conformance with this Tariff and the rules, regulations, and orders of the Commission.

3. DEFINITIONS

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise requires:

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

Building-The term "same building" is to be interpreted to mean a structure under one roof or two or more structures on one premise which are connected by an enclosed or covered passageway. In no case, can conduit be considered as an enclosed passageway nor buildings connected by a covered public mall be the "same building".

Circuit-A communications path of a specific bandwidth or transmission speed between two or more points of termination.

Connecting Arrangement-The equipment provided by the Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Company.

Customer-The person, firm, corporation or other legal entity which contracts with the Company to receive telecommunications services from the Company.

Customer-provided Terminal Equipment-Devices, apparatus and their associated wiring provided by a customer which are used with the network facilities or other equipment furnished by the Company.

Exchange-A geographical area for the administration of telecommunications services, established and described by the tariff of a telecommunications company providing basic local telecommunications service.

Facilities-All Company-owned or operated equipment and cable facilities used to provide telecommunications services.

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3. DEFINITIONS (Cont'd)

Individual Case Basis-A service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the case.

Interexchange Service-Telecommunications service between points in two or more exchanges.

Network Interface-A point on a customer's premises where the network service is electrically terminated. This physical interface or demarcation point is a standard registration jack or its equivalent which provides electrical isolation between the Company network and customer premises services. This interface may be audio, video, and/or data originations or terminations designated appropriately on the Company provided equipment.

Premises-A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

Private Line Service-An unswitched full-time transmission service utilizing the Company Facilities to connect two or more designated Customer or User locations.

Registered-Denotes equipment which complies with and has been approved within the registration provisions of the Federal Communications Commission's Rules and Regulations.

Terminating Facilities-All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Company's network and provides a point of interface/connection to which the Customer can connect its equipment. This may include electronic equipment, cable, wiring, connecting panels and blocks.

User-A person, firm, or corporation designated as a user of common carrier services furnished to the Customer. A User must be specifically named in the Customer's application for services.

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4. PROVISION OF SERVICE

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The Company shall provide service to Customers which enter contract with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this Tariff. Contract terms not specifically governed by this Tariff will be individual negotiated with each prospective Customer. The Company will not provide services to any Customer until a contract has been executed.

5. OBLIGATIONS OF CUSTOMER

A. Conditions for Use

Service may be used for the transmission of information of the Customer provided that:

1. The Customer has entered into a written contract with the Company;
2. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Customer, upon request, shall furnish such information and access to its location(s) and /or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of the Tariff and the contract entered into between the Customer and the Company.

B. General Obligations:

The Customer shall be responsible for:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.
2. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or their agents.
3. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.
4. The provision of the power, wiring, and outlets required to the Facilities installed on the Customer's or User's Premises.

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5. OBLIGATIONS OF CUSTOMER (Cont'd)

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B. General Obligations (Cont'd)

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- 5. Providing, maintaining and installing all terminal equipment at the Customer premises side of the network interface. The Customer shall assure that the equipment does not cause electrical hazards to Company equipment, personnel or damage the Company-provided facilities or network terminating equipment. The Customer-provided equipment shall meet applicable Federal Communications Commission's Rules and Regulations and will allow for the testing of Company Facilities.
- 6. Providing necessary easements or rights of way on its property to allow the Company to install its facilities to the customers location.
- 7. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the Facilities.
- 8. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
- 9. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of an agent's authority shall not be binding on the Company.
- 10. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.

C. Payment of Rates and Charges

- 1. The Customer is responsible for payment of all rates and charges as specified in this Tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. Unless otherwise designated by the contract with the Customer, the Company will submit invoices to the Customer by the fifteenth of each month, which are due and payable upon receipt at the Customer's general office or at such other places as may be designated by the customer. Invoices not paid within thirty (30) days are subject to late charges and interest with interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past or currently due amounts may result in termination of service as described in Section 13 of this Tariff. Any billing errors shall be adjusted to the know date of error or for a period of one year, whichever is shorter.

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5. OBLIGATIONS OF CUSTOMER (Cont'd)

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C. Payment of Rates and Charges (Cont'd)

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- 2. There shall be added to the Customer's bill a surcharge for the pro rata share of any franchise, occupation, business, license, excise, privilege or other similar tax, fee or charge now or hereafter imposed upon the Company by any taxing body or authority, whether by statute, ordinance, law or otherwise in the provision of any service.

6. OBLIGATIONS OF THE COMPANY

A. Undertakings

The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnishes to the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.

B. Limitations

The Company shall not be responsible for installation, operation or maintenance of any Terminating Facilities or communications systems purchased or connected to service by a Customer, unless otherwise specified in the contract entered into between the Customer and the Company. Service is not represented as adapted to the use of any specific equipment or system. The responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the facilities of the Company and is therefore subject to the availability of such facilities.

C. Liability and Indemnification

- 1. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Customer or User as a result of any service provided by the Company or use of the Facilities, or the acts, omissions or negligence of the Company's employees or agents.

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JUN 23 1996

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6. OBLIGATIONS OF THE COMPANY (Cont'd)

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C. Liability and Indemnification (Cont'd)

2. The sole remedy for a Customer or User with respect to failure to exercise reasonable supervision shall in no event exceed and amount equivalent to the credit for a service interruption specified in the contract between the Company and the Customer or User.

3. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location or use of said equipment so provided.

4. The Company shall not be liable for any defacement of or damage to the Premises of a Customer or User resulting from the furnishing of Facilities or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.

5. The Company shall be indemnified and saved harmless by the Customer or User against:

(a) Claims for libel, slander, and infringement or copyright arising from the material transmitted over the Facilities.

(b) Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Customer or User; and

(c) All other claims arising out of any act or omission of the Customer or User or their agents in connection with the Facilities, or information transmitted over the Facilities.

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6. OBLIGATIONS OF THE COMPANY (Cont'd)

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D. Provision of Facilities

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1. Upon agreement between the Company and the Customer, the Company will provide all Facilities necessary for service.
2. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Customer.

7. SERVICE PERIOD

The period for which service will be provided by the company to the Customer or User shall be the period specified in the contract between the Customer and the Company.

8. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

The Company may, in response to a bona fide request from a Customer or User or potential Customer or User, develop a bid for a special service arrangement not currently offered by the Company. An Individual Case Basis arrangement will be offered to the Customer for acceptance in writing. Such Individual Case Basis arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service. The Company will make available the terms of ICB arrangements to the Commission Staff if so requested, on a confidential and proprietary basis.

9. SPECIAL CONSTRUCTION

Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the Company at the request of the Customer or User and upon determination by the Company that such charge should apply in that particular instance.

A. Survey and Design

Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Customer may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Customer, and the appropriate charges thereof. Failure to agree on the performance of such studies, the acceptability thereof, or the charges thereof, shall constitute grounds for denial of the requested service by the Company.

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9. SPECIAL CONSTRUCTION (Cont'd)

B. Charges for Special Construction

All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Customer, and shall be the responsibility of the customer, regardless of the projected charges for the provision of service by the Company.

10. SERVICE OFFERINGS

The Company will provide point-to-point and point-to-multipoint, Private Line Services connecting a Customer's or User's locations to one another.

11. SERVICE RATES

The rates charged by the Company for the provision of its services to Customers or Users will be offered on an Individual Case Basis and will be structured to recover the Company's costs of providing such services. The terms of specific Individual Case Basis contracts will be made available to the Commission Staff upon request on a proprietary basis.

12. SPECIAL CHARGES

A. Out-of-Normal Work hours:

The charges specified in this Section do not contemplate work being performed by Company employees at a time when overtime wages apply, due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests that labor be performed at hours of the day or days of the week other than during normal working hours or days (9:00 a.m. to 5:00 p.m., Monday through Friday), or during holidays, or if the Customer interrupts work once begun, an additional charge may be imposed, equal to the actual higher costs incurred by the Company for overtime and materials.

B. Maintenance and Service Charge:

The Customer may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer or User, or when failure in the Company's equipment of facilities is attributable to the Customer or User or their agents. Said costs shall be based upon the current labor rate and material costs of the Company in effect at the time of the visit.

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96 - 376

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13. SERVICE CANCELLATIONS

A. Discontinuance of Service by the Company:

The Company, by such written notice to the Customer as specified in the contract between the Customer and the Company, may discontinue furnishing service without incurring any liability beyond that stated in the contract, upon:

- 1. Non-payment of any sum due to the Company by a Customer; or
- 2. A breach of any customer's representations or warranties contained in the contract between the Customer and the Company, or a violation by the Customer of any term or condition governing the furnishing of service as specified in this Tariff or in the contract for service between the Customer and the Company.

B. Cancellation of Service by the Customer Prior to End of the Contract Period:

When the Customer cancels the service prior to the end of the term of the contract, the Customer may be required to pay a cancellation charge in the amount specified in the contract between the Customer and the Company.

C. Cancellation of Application for Service:

Where the prospective Customer cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Customer. Where the installation of Facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of facilities for a Customer is considered to have started from the latest contract date or when the Company incurs any expense in connection therewith, whichever occurs earlier.

14. SERVICE INTERRUPTIONS

A. General:

The Company agrees to use its best efforts to assure continuous full time operations of the service. The Customer is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuit is effectively unusable.

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96 - 376

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14. SERVICE INTERRUPTIONS (Cont'd)

B. Service Restoration:

The Company agrees to use its best efforts to respond to the Customer's reasonable request for maintenance in connection with the service as soon as reasonable possible. The Company shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Company by the Customer. The Company agrees to use its best efforts to minimize the duration of any service interruption.

C. Liability:

The Company shall not be liable for any incidental, indirect or consequential damages as the result of any service interruption.

D. Credits:

The amount of credit for any service interruption, if any, shall be specified in the contract between the Customer and the Company.

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JUN 23 1996

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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This tariff contains the regulations and rates applicable to the of Intrastate Long Distance Message Telecommunications Service ("LDMTS") as defined herein, by Fiber Four, Inc. (the "Company"), from its Points of Presence to other points in the State of Missouri. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric, and like conditions.

The following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

STATUTES

- Section 392.240(1) Rates-reasonable average return on investment.
- Section 392.270 Property valuation.
- Section 392.280 Depreciation rates.
- Section 392.290 Issuance of stocks and bonds.
- Section 392.310 Issuance of stocks and bonds.
- Section 392.320 Issuance of stocks and bonds.
- Section 392.330 Issuance of stocks and bonds.
- Section 392.340 Reorganization.

COMMISSION RULES

- 4 CSR 240-10.020 Income on depreciation fund investments.
- 4 CSR 240-30.010(2)(C) Posting exchange rates at central offices.
- 4 CSR 240-32.030(1)(B) Exchange boundary maps.
- 4 CSR 240-32.030(1)(C) Record of access lines.
- 4 CSR 240-32.030(2) In-state record keeping.
- 4 CSR 240-30.040(1-3) Uniform System of Accounts.
- 4 CSR 240-30.040(5)(6) Uniform System of Accounts.
- 4 CSR 240-32.050(3-6) Telephone directories.
- 4 CSR 240-32.070(4) Coin telephones.
- 4 CSR 240-33.030 Inform customers of lowest priced service.
- 4 CSR 240-33.040(5) Finance fee.

*This information is provided to show that Fiber Four recognizes the possibility of adding future services. Fiber Four understands that commission approval of appropriate tariff sheets will be necessary. Fiber Four plans to seek such approval as services, rates and conditions are developed.

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JUN 23 1996

**96-376
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