

Missouri Public
Service Commission

EVEREST MIDWEST LICENSEE LLC (FC) JUN 06 2003

**RATES, RULES AND REGULATIONS
APPLYING TO THE PROVISION OF
EXCHANGE ACCESS SERVICES**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of exchange access services by Everest Midwest Licensee LLC within the Company's authorized Missouri service area. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the following location:

Everest Midwest Licensee LLC
9647 Lackman Road (T)
Lenexa, Kansas 66219 (T)
(816)268-3000

The Company and the services offered hereunder have been classified as "competitive" by the Missouri Public Service Commission.

Issued: June 6, 2003

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Philip Spencer, President
Everest Midwest Licensee LLC
9647 Lackman Road, Lenexa, Kansas 66219

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EVEREST MIDWEST LICENSEE LLC
REC'D APR 04 2002
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RATES, RULES AND REGULATIONS
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EXCHANGE ACCESS SERVICES

This tariff contains the descriptions, regulations and rates applicable to the furnishing of exchange access services by Everest Midwest Licensee LLC within the Company's authorized Missouri service area. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the following location:

Everest Midwest Licensee LLC
4740 Grand, Suite 200
Kansas City, MO. 64112
(816)268-3000

The Company and the services offered hereunder have been classified as "competitive" by the Missouri Public Service Commission.

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JUL 06 2003
By *LSR TS*
Public Service Commission
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Kevin Anderson, President
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EXCHANGE ACCESS SERVICE TARIFF

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SYMBOLS USED IN THIS TARIFF

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Following are the only symbols used for the purposes indicated below: **Service Commission**

- C – To signify changed listing, rule, or condition which may affect rates or charges.
- D – To signify discontinued material, including listing, rate, rule or condition.
- I – To signify an increase to a rate.
- L – To signify material relocated from or to another part of the tariff schedule with no change in text, rate, rules or condition.
- N – To signify new materials including listings, rate, rule or condition.
- R – To signify a reduced rate.
- S – To signify reissued matter.
- T – To signify a change in text but no change in rate or regulation.

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LIST OF WAIVED STATUTES AND REGULATIONS

The Missouri Public Service Commission has waived the following statutes and regulations for services provided by the Company:

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Statutes

- 392.210.2 - uniform system of accounts
- 392.240.1 - just and reasonable rates/rate making
- 392.270 - valuation of property (ratemaking)
- 392.280 - depreciation accounts
- 392.290 - issuance of securities
- 392.300.2 - acquisition of stock
- 392.310 - stock and debt issuance
- 392.320 - stock dividend payment
- 392.330, RSMo Supp. 1999 - issuance of securities, debts and notes
- 392.340 - reorganization

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Commission Rules

- 4 CSR 240-10.020 - depreciation fund income
- 4 CSR 240.30.010(2)(C) - rate schedules
- 4 CSR 240-30.040 - uniform system of accounts
- 4 CSR 240-32.030(4)(C) - boundary maps
- 4 CSR 240.33.030 - lower price notice
- 4 CSR 240-35 - reporting of bypass and customer-specific arrangements

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EXCHANGE ACCESS SERVICE TARIFF

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1. APPLICATION OF TARIFF

1.1 This tariff sets forth the service offerings, rates, terms and conditions applicable to the provision of Switched Access Services, Access Services, and other miscellaneous services, hereinafter referred to as service(s), provided by Everest Midwest Licensee LLC, hereinafter referred to as the Telephone Company or the Company, to customers within the State of Missouri. Everest operates as a competitive telecommunications company. Service is available to Business and Residential Customers and consists of the following:

- A. Local Transport Service
- B. Local Switching Service

This tariff contains regulations, rates and charges applicable to the provision of Access Services within a Local Access and Transport Area (LATA) for connection to InterLATA communication services for Intrastate InterLATA carriers. This tariff is also applicable to the provision of Access Service within a Local Access and Transport Area (LATA) for connection to IntraLATA communication service for Intrastate IntraLATA carriers.

Wire Center and Interconnection information is set forth in the National Exchange Carrier Association Tariff No. 4 (NECA No. 4).

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Missouri State Public Service Commission.

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EXCHANGE ACCESS SERVICE TARIFF

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2. GENERAL REGULATIONS

Service Commission

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- A. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Missouri.
- B. The Company shall be responsible only for the installation, operation and maintenance of the service which it provides. The responsibility of the Telephone Company shall be limited to the provision of services under this tariff and to the maintenance and operation of such service in a proper manner.
- C. Customers and end users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- D. Services are provided 24 hours daily, seven (7) days per week unless otherwise stated.

2.1.2 Limitations

- A. The Customer may not assign or transfer the use of services provided under this tariff except, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
 - 1. another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee expressly assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
 - 2. a court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee of transferee expressly assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

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EXCHANGE ACCESS SERVICE TARIFF

Missouri Public**2. GENERAL REGULATIONS (Cont'd)**

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2.1 Undertaking of the Telephone Company (Cont'd)

Service Commission

2.1.2 Limitations (Cont'd)

- B. In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations conditions contained in this tariff shall apply to such assignee or transferee.
- C. The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of assignment or transfer.
- D. The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- E. Subject to compliance with the above mentioned rules, where a shortage or availability of facilities or equipment exists is insufficient at any time, to meet the service requirements of an IC either for temporary or protracted periods, the services offered herein will be provided to ICs on a first come, first served basis per date of service order.

2.1.3 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company. The services hereunder are offered only where technically and where operationally practical for the Company.

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~~Missouri Public~~2. GENERAL REGULATIONS (Cont'd)

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2.1 Undertaking of the Telephone Company (Cont'd)

Service Commission

2.1.4 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
- the Customer is using the service in violation of this tariff; or
 - the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the State of Missouri.

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2. GENERAL REGULATIONS (Cont'd)

Service Commission

2.1 Undertaking of the Telephone Company (Cont'd)2.1.4 Terms and Conditions (Cont'd)

- G. Any and all other telecommunication companies must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceway, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

2.1.5 Liability of the Company

- A. The liability of the Company, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount proportionate to the charge to the Customer for the service during the period when such mistakes, omissions interruptions, delays, errors, or defects in transmission occurred. The remedy of the Customer with respect to the provision of service by the Company shall be limited to that expressly provided herein to the exclusion of any and all other remedies. No agreement varying or extending such warranties, the remedies expressly provided, or these limitations, will be binding upon the Company unless in writing and signed by the Company and the Customer.

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2. GENERAL REGULATIONS (Cont'd)

Service Commission

2.1 Undertaking of the Telephone Company (Cont'd)**2.1.5 Liability of the Company (Cont'd)**

- B. The Company shall not be liable for any indirect, special, incidental, punitive, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including any delay or interruption of service or any failure in or breakdown of facilities associated with the service; or for any mistakes, omissions, delays, errors or defects in transmission occurring in the course of furnishing service, except as specified herein. The Company's liability for a Customer's direct damages incurred as a direct consequence of a service interruption or the failure of the Company to perform shall in no event exceed an amount equal to that which the Company would have otherwise paid for the period that the service was not provided during which the Company has failed to perform.
- C. The Company will not be responsible for any lost profits of the subscriber or against the subscriber by any other party. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from facilities or equipment used by Customer, shall not result in the imposition of any liability whatsoever upon the Company.
- D. The Company is not liable for any act, omission, or negligence of any local exchange or interexchange carrier or other provider whose facilities are used in furnishing any portion of the service received by Customer. The Company is not liable for the quality of service provided by any local exchange or other interexchange carrier.
- E. Under no circumstances whatsoever shall the Company or its officers, agents, or employees be liable for indirect, incidental, special, punitive, or consequential damages, however caused, and regardless of theory of liability.
- F. The Company is providing service without respect to the volume, quantity, content or value of signals transmitted over the service. The payments provided to the Company are based solely on the value of the service, and are unrelated to the nature, content, volume or value of any signals or communications transmitted over the service. The Company is not liable for losses which may occur in cases of malfunction or nonfunction of the service or the Company's facilities, even if due to the Company's negligence, gross negligence or failure of performance, except as expressly provided herein. The Company is not an insurer. Insurance, if any, covering personal injury, property loss or loss of revenue or business advantage shall be obtained and maintained by Customer if desired by Customer.

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2. GENERAL REGULATIONS Cont'd)

Service Commission

2.1 Undertaking of the Telephone Company (Cont'd)2.1.5 Liability of the Company (Cont'd)

- G. It would be impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of the service, due to the uncertain nature of the volume, nature, content and value of messages, signals or communications transmitted over the service. Therefore, if any liability is imposed on the Company, such liability shall be limited to the amount expressly stated herein. The payment or credit of this amount shall be the Company's sole and exclusive liability regardless of whether loss or damage is caused by the performance or nonperformance of the Company's obligations under this agreement, or by negligence or gross negligence, active or otherwise, of the Company, its employees, agents or representatives.
- H. The Company shall not be liable for any failure, delay or interruption of service hereunder due to causes beyond its control including, but not limited to, civil disorders; labor problems; and Acts of God, fire, flood, atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company shall not be liable for any failure of performance hereunder due to necessary network reconfiguration; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- I. The Company makes no representation or warranty, express or implied (including, without limitation, an implied warranty regarding merchantability or fitness for a particular purpose), regarding any service provided under this tariff. The Company expressly disclaims all such warranties.
- J. It shall be the obligation of the Customer to immediately notify the Company of any service interruption. The Company will refund the appropriate amount as expressly provided herein to the Customer within thirty (30) days of receiving notice of and verifying such interruption.

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2. GENERAL REGULATIONS (Cont'd)

REC'D APR 04 2002

2.1 Undertaking of the Telephone Company (Cont'd)

Service Commission

2.1.5 Liability of the Company (Cont'd)K. Further Limitations

The Company shall not be liable for:

1. libel, slander or infringement of patents, trade secrets or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities;
 2. infringement of patents, trade secrets, or copyrights arising from the combination or use of the Company-provided facilities with Customer-provided facilities or services;
 3. any claim arising out of any act or omission of the Customer or any other entity furnishing services or facilities for use in conjunction with services or facilities provided by the Company;
 4. unlawful or unauthorized use of the service or the Company's facilities;
 5. any claim arising out of a breach in the privacy or security of communications transmitted over the Company's facilities.
- L. Company assumes no responsibility for the availability or performance of any facilities or services under the control of other entities, or for other facilities or services provided by other entities used for service to the Customer, except to the extent that such nonperformance or non-availability is the result of a willful act of the Company. The Company is not liable for any act or omission of any other company furnishing a portion of the facilities or services used to provide service to Customer; such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- M. Any claim of whatever nature against the Company shall be deemed conclusively as having been waived unless presented in writing to the Company within ninety (90) days after the date service was affected.
- N. Customer shall defend, indemnify and hold the Company harmless of and from any and all liability, loss, claims, costs, demands, damages, or expenses disclaimed herein arising out of or in connection with the provision of service by the Company to Customer, and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith. The Company shall notify Customer of any such suit or claim against the Company.

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2. GENERAL REGULATIONS (Cont'd)

REC'D APR 04 2002

2.1 Undertaking of the Telephone Company (Cont'd)

Service Commission

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- E. The Customer shall be responsible for the payment of service charges set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 2. the reception of signals by Customer-provided equipment.

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2. GENERAL REGULATIONS (Cont'd)

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2.1 Undertaking of the Telephone Company (Cont'd)

Service Commission

2.1.7 Installation and Termination of Services

The services provided under this tariff will include any entrance cable or drop wiring and wiring or cable within a building necessary to terminate the services at points, selected by the Customer, reasonable situated so as to serve the Customer terminal location or Customer's premises and will be installed by the Telephone Company to such points of termination. Wiring to apparatus or facilities of the Customer or its Customer shall be furnished by the Customer or its end user from such points of termination.

2.1.8 Maintenance of Services

The services provided under this tariff shall be maintained by the Telephone Company. The IC or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company other than by connection or disconnection to any interface means used.

2.1.9 Non-routine Installation

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

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EXCHANGE ACCESS SERVICE TARIFF

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2. GENERAL REGULATIONS (Cont'd)

REC'D APR 04 2002

2.1 Undertaking of the Telephone Company (Cont'd)

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2.1.10 Changes and Substitutions

Except as provided for equipment and systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. ¶65.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, substitute, change, rearrange any telephone plant used in providing facilities, change minimum network protection criteria, change operating or maintenance characteristics of facilities, or change operations or procedures of the Utility. In case of any such substitution, change or rearrangement, the facility parameters will be within generally accepted standards. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any Customer-furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution change or rearrangement materially affects the operating characteristics of the facilities, the Telephone Company will notify the Customer in writing and work cooperatively with the Customer relative to the changes required to the facility. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics.

2.1.11 Discontinuance and Refusal of Services

- A. If the Customer fails to comply with the provisions in this tariff, including any payments to be made by it on the dates or at the times herein specified, and fails within thirty (30) days after written notice, by certified mail, from the Telephone Company to a person designated by the Customer to correct such non-compliance, the Telephone Company may discontinue the provisions of the facilities to the noncomplying Customer. In case of such discontinuance, all applicable charges shall become due.
- B. If the Customer fails to comply with the provisions of this tariff in connection with the provision of facilities and fails to correct such course of action after notice, the Telephone Company may refuse applications for additional facilities to the noncomplying Customer until the course of action is corrected.
- C. The Telephone Company is specifically granted the right to discontinue service to the Customer for non-payment of any portion of the bill, including that portion of service billed by the Telephone Company but rendered by a different carrier.

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2. GENERAL REGULATIONS (Cont'd)

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2.1 Undertaking of the Telephone Company (Cont'd)

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2.1.12 Ownership of Facilities

Service Commission

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

2.1.13 Ownership of Telephone Numbers

The Telephone Company reserves the right to make number assignments, change number assignments or change the central office prefixes associated with numbers assigned to Customers as reasonably necessary in the conduct of its business. Written notice of any change will be given to the Customer ninety (90) days in advance of the change, except where extenuating circumstances do not permit notice to be given ninety (90) days in advance, but within such reasonable time as circumstances permit.

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2. GENERAL REGULATIONS (Cont'd)

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2.1 Undertaking of the Telephone Company (Cont'd)

Service Commission

2.1.14 Measurement of ServiceA. Timing of Calls

The Customer's usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either party hangs up. The Company does not charge for uncompleted calls.

B. Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Telcordia Technologies in their NPA-NXX V & H Coordinates Tape and Telcordia's NECA Price List No. 4.

1. Calculate the difference between the V coordinates of the rate centers of the two exchanges. Calculate the difference between the H coordinates of the two exchanges. (Subtract the smaller coordinate from the larger coordinate.)
2. Divide each of the differences obtained in 1 by three (3), rounding each quotient to the nearer integer.
3. Square the two integers obtained in 2 and add the two squares.

If the sum of the squares is greater than 1777, divide the integers obtained in 2 by three (3) and repeat Step 3. Repeat this process until the sum of the squares obtained in 3 is less than 1775.

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2. GENERAL REGULATIONS (Cont'd)

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2.1 Undertaking of the Telephone Company (Cont'd)

Service Commission

2.1.14 Measurement of Service (Cont'd)B. Calculation of Distance (Cont'd)

4. The number of successive divisions by three (3) in Steps 2 and 3 determines the value of "N." Multiply the final sum of the two squares obtained in 3 by the multiplier specified in the following table for this value of "N" preceding:

<u>N</u>	<u>Multiplier</u>	<u>Minimum Mileage</u>
1	0.9	-
2	5.1	41
3	72.9	121

5. Obtain square root of the product in 4. Fractional amounts less than one-half are rounded down to the lower integer. This is the applicable airline distance, except that if the mileage so obtained is less than the minimum mileage, the minimum rate mileage corresponding to the "N" value applies.

2.1.15 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD). Meet point billing is addressed in the Company's interconnection agreements.

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2. GENERAL REGULATIONS (Cont'd)

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2.1 Undertaking of the Telephone Company (Cont'd)

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2.1.15 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows:

- A. For Switched Access Service, when service is jointly provided by more than one Exchange Telephone Company, the Customer must supply a copy of the order to each Exchange Telephone Company involved in providing the service.
- B. Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff for either Single Bill/Multiple Tariff arrangements or Multiple Bill/Multiple Tariff arrangements. For Single Bill/Single Tariff arrangements, the Company will either bill the charges in accordance with its Access Service Tariff or agree to bill the Access Service charges of the interconnecting Exchange Telephone Company. All other appropriate charges in each Exchange Telephone Company tariff are applicable, as described in the MECAB and MECOD guidelines and the Company's interconnection agreements.

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2. GENERAL REGULATIONS (Cont'd)

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2.2 Prohibited Uses

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- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant law and Commission regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D. A Customer, joint user, or authorized user may not assign or transfer in any manner the service or any rights associated with the service without the written consent of the Company. The company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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2. GENERAL REGULATIONS (Cont'd)

REC'D APR 04 2002

2.3 Obligations of the Customer

Service Commission

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, the noncompliance by the Customer with these regulations, or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space or power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of copper or fiber optic cable and associated equipment used to provide Communication services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.5. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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2. GENERAL REGULATIONS (Cont'd)

REC'D APR 04 2002

2.3 Obligations of the Customer (Cont'd)

Service Commission

2.3.1 General (Cont'd)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of company facilities and equipment on any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

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

- A. any loss, destruction or damage to the property of the Company or any third party, or death or injury to person, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company;

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2. GENERAL REGULATIONS (Cont'd)

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2.3 Obligations of the Customer (Cont'd)

Service Commission

2.3.2 Claims (Cont'd)

- C. any loss, destruction or damage to the property of the Company or any third party, or death or injury to person, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and
- D. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3.3 Damages

The Customer shall reimburse the Telephone Company for damages to the Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from the Customer's improper use of the Telephone Company facilities, or due to the Customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be surrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

2.3.4 Return of Facilities

Facilities provided by the Telephone Company to the possession or control of a Customer shall be returned by that Customer at his expense to the Telephone Company, upon request, within a prompt period of time following the request in as good a condition as when initially provided, reasonable wear and tear excepted.

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2. GENERAL REGULATIONS (Cont'd)

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2.3 Obligations of the Customer (Cont'd)

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2.3.5 Equipment Space and Power

The IC shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the IC and the Telephone Company. The IC shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, inspecting, repairing or removing services of the Telephone Company.

2.3.6 Availability for Testing

The service provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the service in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such test and adjustments.

2.3.7 References to the Telephone Company

The IC may advise its customers that certain services are provided by the Telephone Company in connection with the service the IC furnishes to its Customers; however, the IC shall not represent that the Telephone Company jointly participates in the IC's services.

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2. GENERAL REGULATIONS (Cont'd)

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2.3 Obligations of the Customer (Cont'd)

Service Commission

2.3.8 Jurisdictional Determination

Where possible, the Company will determine the jurisdiction of both originating and terminating calls from the call detail records generated via the switched network, and bill usage according to such determination. A call that enters the Customer's network in a state different from the state in which the called station is located will be classified as interstate. A call that enters the Customer's network at a point within the same state as the state where the called station is located will be classified as intrastate.

For billing purposes, the Company verifies the type of call (e.g., interstate/ intrastate, interLATA/intraLATA) and calculates percentages based on the type of call and volumes. The Company sends records to each ILEC summarizing all call detail that is billed. The records are broken down by jurisdiction so that each ILEC will be able to calculate and verify the percentages of what the Company should be billing.

2.4 Customer Equipment and Channels**2.4.1 Station Equipment**

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities, the magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring, and injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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2. GENERAL REGULATIONS (Cont'd)

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2.4 Customer Equipment and Channels (Cont'd.)

Service Commission

2.4.2 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication services may be connected to the services for facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 39.2 (m), Title 47, Code of Federal Regulations (1992 edition).

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2. GENERAL REGULATIONS (Cont'd)

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2.4 Customer Equipment and Channels (Cont'd)

Service Commission

2.4.3 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring and the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2. GENERAL REGULATIONS (Cont'd)

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2.5 Application for Service

Service Commission

An Applicant for service must pay all previous indebtedness to the Company for telephone services before service will be furnished. Failure to pay for business service shall not constitute sufficient cause for refusal of residence service and failure to pay for residence service shall not constitute sufficient cause for refusal of business service.

2.5.1 Initiation of Service

Service may be initiated based on a written or oral agreement between the Company and the Customer. In either case, prior to the agreement, the Customer shall be informed of all rates and charges for the services the Customer desires and any other rates or charges which will appear on the Customer's first bill.

The Company provides to all new customers a welcome/confirmation letter setting forth a brief description of the services ordered, stating all terms and conditions that could affect what the Customer pays, and itemizes all charges which will appear on the Customer's bill.

Potential Customers who are denied service for failure to establish credit as described in this tariff must be given the reason for the denial in writing within ten (10) days of service denial.

2.5.2 Initial Service Periods

Except as otherwise provided, the initial (or minimum) period for all services and facilities is one month at the same location, provided, however, that the Customer may give notice of discontinuance of service on or before the end of any billing period. Pursuant to Rule 7 of Appendix B of Federal Communication Commission Decision 95-07-054, prorating of monthly recurring charges only shall apply to such discontinuance.

The Company may require a contract period longer than one month at the same location in connection with Business Service and special (non-standard) types of arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs in order to recover unusual construction costs.

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2. GENERAL REGULATIONS (Cont'd)

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2.6 Payment Arrangements

Service Commission

2.6.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and service furnished to the Customer or to authorized or joint users.

2.6.2 Cancellation of Application

When the order for the associated local telephone exchange service is canceled, no cancellation charges apply to the End User. If the Company has incurred any expenses before the Company receives the cancellation notice, the Customer may be charged for costs that may have been incurred.

2.6.3 Changes to Orders

When changes are made to orders for the local exchange service associated with Customer or End User Access, any necessary changes will be made for End User Access at no additional charge. Upon receipt of notice from the Customer, the Company will add, delete or change locations or features of specific services. A service order charge to change an existing service may apply.

Non-recurring ChargeA. Change Existing Services Charge

\$15.00

2.6.4 Allowance for Interruptions

When there is an interruption to a common line, requested credit allowances for interruptions will be provided as set forth below:

- A. When a Customer's service is interrupted and remains out of service for more than twenty-four (24) consecutive hours after being reported to the Company or after being found by the Company to be out of service (whichever occurs first), an adjustment will be made to the Customer's account in accordance with B below of this rule. The length of such service interruptions shall be computed on a continuous basis, Saturdays, Sundays and holidays included. For the purpose of administering this regulation, every month is considered to have thirty (30) days.

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2. GENERAL REGULATIONS (Cont'd)

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2.6 Payment Arrangements and Credit Allowances (Cont'd)

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2.6.4 Allowance for Interruptions (Cont'd)

If a service interruption remains out of order in excess of twenty-four (24) hours after being reported, appropriate adjustments or refunds shall be made to the Customer, upon the Customer's request. The refund to the Customer shall be the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative. The refund may be accomplished by a credit on the subsequent bill for telephone service.

C. Limitations on Credit Allowances

No credit allowance will be made for:

Interruptions due to the negligence of, or non-compliance with the provisions of the Tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

Interruptions of service due to the failure or malfunction of facilities, power, or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;

Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated;

Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;

Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposed or for implementation of a Customer order for a change in service arrangements;

Interruptions of service due to circumstances beyond the control of the Company.

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2.7 Definitions

Service Commission

Certain terms used generally throughout this tariff for Telecommunications Service of this Company are defined below.

Access Services: The Company's intrastate services offered pursuant to the Tariff.

Access Lines: A Telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Access Minutes: The term "Access Minutes" denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. On the originating end of an interstate or foreign call, usage is measured from the time the originating end user's call is delivered by the Telephone Company to and acknowledged as received by the Customer's facilities connected with the originating exchange. On the terminating end of an interstate or foreign call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an interstate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Services: The Company's intrastate telephone services offered pursuant to this tariff.

Access Tandem: The term "Access Tandem" denotes a Telephone Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

Agent: A business representative, whose function is to bring about, modify, affect, accept performance of, or terminate contractual obligations between the Company, its Applicants or Customers.

Applicant: A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

Application: A request made orally or in writing for telephone service.

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2. GENERAL REGULATIONS (Cont'd)

Service Commission

2.7 Definitions (Cont'd)

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

Business Service: Determination as to whether or not Customer's service should be classified as Business will be based on the character or use to be made of the service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature whether operated out a "business" office or a "home" office.

Busy Hour Minutes of Capacity (BHMC): The Customer-specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer-specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Calling Card: The term "Calling Card" denotes a billing arrangement where a call may be charged to an authorized Telephone Company Calling Card Number.

Carrier or Common Carrier: See Interexchange Carrier.

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

Channelize: The term "Channelize" denotes the process of multiplexing-demultiplexing wider band or higher speed channels into narrower band-width or lower speed channels.

Class of Service: The categories of service generally available to the Customer, such as business services.

Commission: The Missouri Public Service Commission (MPSC).

Common Channel Signaling: The term "Common Channel Signaling" denotes a switched communications network that allows call control message from the voice and data network to be transferred on communications paths (out of band) separate from the voice and data communications.

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Service Commission

EXCHANGE ACCESS SERVICE TARIFF

~~Missouri Public~~2. GENERAL REGULATIONS (Cont'd)

REC'D APR 04 2002

2.7 Definitions (Cont'd)

Service Commission

Common Line: The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of the Telephone Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line or trunk provided under the business regulations of the general and/or local exchange service tariffs.

Company or Everest: Everest Midwest Licensee LLC, the issuer of this tariff.

Completed Call or Telephonic Communication: A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within Missouri; and the communication may consist of voice, data, the combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

Connecting Company: A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interexchanged.

Contract: The agreement between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

Cost: The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses.

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer-provided Equipment: All communications systems, devices, apparatus and their associated wiring, provided by Customer.

Data Base 800 Access Service: Data Base 800 Access Service consists of regional data bases that contain call-processing information specified by 800 Access Service customers. The data base contains the customer record information necessary to perform carrier identification and 800 number translation.

Date of Presentation: Postmark date on billing or notice envelope.

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2. GENERAL REGULATIONS (Cont'd)

Service Commission

2.7 Definitions (Cont'd)

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Direct Trunked Transport: The term "Direct Trunked Transport" denotes a Switched Transport facility between a Customer's premises serving wire center and a hub location for multiplexing or an end office or access tandem that provides a Customer with dedicated switched access transport or between a hub and an access tandem or end office.

Disconnect Notice: The written notice sent to a Customer following billing, notifying the Customer that service will be discontinued if charges are not satisfied by the date specified on the notice.

End Office Switch: The term "End Office Switch" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules and Remote Switching Systems serviced by a host office in a different wire center.

End User: The term "End User" denotes any customer of an interstate or foreign telecommunication service that is not a carrier, except that a carrier other than a Telephone Company shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Entrance Facility: The term "Entrance Facility" denotes the transmission path between the Customer's designated premises and the serving wire center where the Customer would normally obtain local dial tone.

Host Office: The term "Host Office" denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Hub: The term "Hub" denotes a Telephone Company designated serving wire center at which multiplexing functions are performed.

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~~Missouri Public~~2. GENERAL REGULATIONS (Cont'd)

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2.7 Definitions (Cont'd)

Service Commission

ILEC: (Incumbent Local Exchange Company) refers to the dominant monopoly local exchange carrier in an area also served by the Company, e.g., Southwestern Bell.

Interexchange Carrier (IC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

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

Network: The Company's facilities, equipment, and services provided under this Tariff.

Network Control Signaling: The transmission signals used in the telecommunications network which performs functions such as supervision (control, status and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications network.

Person: A natural person, firm, partnership, corporation, association, municipality, cooperative, organization, government agency, real estate trust or other legal entity.

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

Service Commencement Date: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

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2. GENERAL REGULATIONS (Cont'd)

Service Commission

2.7 Definitions (Cont'd)

Service Order: The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Service Territory: The area in which the Company is authorized to provide service.

Serving Wire Center: The wire center from which the Customer-designated premises would normally obtain dial tone.

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

Signaling System 7 (SS7): The layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

Tariff: The rates, charges, rules and regulations adopted and filed by the Company with the Federal Communications Commission.

Toll Message: A message between stations in different exchange areas and furnished under the provisions of the applicable toll tariff.

Toll Rate: The initial period charge prescribed for toll message usually based upon a minimum initial period and distance between exchanges.

User: Any person who uses telecommunications services provided by the Company under the jurisdiction of the Federal Communications Commission.

V and H Coordinates Method: The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Wire Center: A building in which one or more central offices, used for the provision of Exchange Services or Access Services are located.

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EXCHANGE ACCESS SERVICE TARIFF

~~Missouri Public~~3. SWITCHED ACCESS SERVICES

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3.1 General

Service Commission

Switched Access Service, which is available to customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer-designated premises and an End User's premises. It provides for the use of common terminating, switching, and trunking facilities. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer-designated premises, and to terminate calls from a Customer-designated premises to an End User's premises in the LATA where it is provided.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

Feature Group D (FGD) Access, which is available to all Customers, provides trunk-side access to Company end office switches with an associated uniform 10XXX or 101XXXX access code for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1 +NPA-NXX-XXXX when using the presubscription service.

800 Data Base Access Service, which is available to all Customers, provides trunk-side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with a "800-type" prefix.

3.2 Access Service Order3.2.1 Ordering Access Service Types

An Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

A. For FGD Switched Access Service:

1. When direct routing to an end office is desired, the Customer shall specify:
 - the number of trunks,
 - the end office and
 - the Local Transport and Local Switching options desired.

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3.2 Access Service Order (Cont'd)

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3.2.1 Ordering Access Service Types (Cont'd)

A. (Cont'd)

2. When end office routing via an access tandem switch operated by another Exchange Telephone Company is desired, the Customer shall specify:
- the number of trunks,
 - the access tandem switch,
 - the Local Transport and Local Switching options desired, and
 - an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

- B. For FGD Switched Access Service, the Customer shall specify the number of Busy Hour Minutes of Capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the Customer shall specify:

- the end office and
- the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the Customer shall specify:

- the access tandem
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

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3. SWITCHED ACCESS SERVICES (CONT'D)

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3.2 Access Service Order (Cont'd)

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3.2.1 Ordering Access Service Types (Cont'd.)

Service Commission

B. (Cont'd.)

In addition, for FGD with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

- C. For 800 Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with 800 Data Base Service, the Customer shall so specify on the order for service.

3.2.2 Access Service Order Service Date Intervals

Access Service is provided with one of the following service date intervals:

- Standard Interval
- Negotiated Interval
- Advance Order Interval

A. Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

<u>Trunk Groups</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

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3. SWITCHED ACCESS SERVICES (CONT'D)

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3.2 Access Service Order (Cont'd)

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3.2.2 Access Service Order Service Date Intervals (Cont'd)

Service Commission

B. Negotiated Interval

The Company will negotiate a service date interval with the Customer when:

1. There is no Standard Interval for the service, or;
2. The quantity of Access Service orders exceeds the quantities specified in the Standard Intervals, or;
3. The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in 3.2.3 following.

The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six (6) months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of an 800 Access Service six-digit Customer identification NXX is provided with a Negotiated Interval. The addition of an 800 Access Service ten-digit Customer identification record to the 800 Access Service data base or the deletion of an 800 Access Service ten-digit Customer identification record from the 800 Access Service data base is provided with a Negotiated Interval.

Maximum Interval

Initial establishment of service
where Customer is:

- | | |
|--|----------|
| - Not yet provided with any | |
| Trunk Group service in the LATA | 6 months |
| - Provided Trunk Group service in the LATA | 90 days |

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3. SWITCHED ACCESS SERVICES (CONT'D)

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3.2 Access Service Order (Cont'd)

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3.2.2 Access Service Order Service Date Intervals (Cont'd)

Service Commission

C. Advance Order Interval

When placing an Access Service Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the application date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

Advance Order Interval Access Service Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Service Orders except for the following:

1. Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment (Nonrefundable)	The minimum monthly charge for the minimum period plus the applicable nonrecurring charges for the services ordered.
------------------------------------	---

This Advance Payment is due ten (10) working days from the date the Company confirms acceptance of the order, or on the application date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in 3.2.3.B following, only the portion of the Advance Payment for services actually installed will be credited.

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3. SWITCHED ACCESS SERVICES (CONT'D)

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3.2 Access Service Order (Cont'd)

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3.2.2 Access Service Order Service Date Intervals (Cont'd)C. Advance Order Interval (Cont'd)2. Cancellation or Partial Cancellation of an Advance Order Interval Access Service Order

When the Customer cancels an Access Service Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

3.2.3 Access Service Order Modifications

The Customer may request a modification of its Access Service Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or Busy Hour Minutes of Capacity or CCSA signaling connections will be treated as a new Access Service Order (for the increased amount only).

A. Service Date Change

Access Service Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than thirty (30) calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed thirty (30) calendar days, the Company will accordingly delay the start of service. If the Customer-requested service date is more than thirty (30) calendar days after the original service date, the order will be cancelled by the Company and reissued.

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3. SWITCHED ACCESS SERVICES (CONT'D)

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3.2 Access Service Order (Cont'd)

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3.2.3 Access Service Order Modifications (Cont'd)B. Design Change

The Customer may request a design change to the Service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of Customer premises, end user premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order.

C. Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge may apply.

If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.

3.2.4 Cancellation of an Access Service Order

A. A Customer may cancel an Access Service Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. If a Customer or a Customer's end user is unable to accept Access Service within thirty (30) calendar days after the original service date, the Customer has the choice of the following options:

- The Access Service Order shall be canceled, or
- Billing for the service will commence.

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3. SWITCHED ACCESS SERVICES (CONT'D)3.2 Access Service Order (Cont'd)3.2.4 Cancellation of an Access Service Order (Cont'd)

A. (Cont'd)

If no cancellation request is received within the specified thirty (30) calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the thirty-first day beyond the original service date of the Access Service Order.

B. When a Customer cancels a Standard or Negotiated Interval Access Service Order for the installation of service, a Cancellation Charge will apply as follows:

1. When the Customer cancels an Access Service Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
2. If the Company misses a service date for a Standard or Negotiated Interval Access Service Order by more than thirty (30) days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Service Order without incurring cancellation charges.

3.2.5 Minimum Period

- A. The minimum period for which Access Service is provided and for which charges are applicable, is one (1) month.
- B. The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established:

1. A move to a different building.
2. A change in type of service.
3. A change in Switched Access Service Interface Group.
4. A change in Switched Access Service traffic type.

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3. SWITCHED ACCESS SERVICES (CONT'D)

3.2 Access Service Order (Cont'd)

3.2.5 Minimum Period (Cont'd)

B. (Cont'd)

- 5. A change in STP Access link.
- 6. A change in STP Port.
- 7. A change in Company-provided Switched Access Service to a collocated interconnection arrangement or vice versa.
- 8. A change to an existing FGD service to include the provision of 64 Kbps Clear Channel Capability.

3.2.6 Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

- For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.
- All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

3.2.7 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

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3. SWITCHED ACCESS SERVICES (CONT'D)

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3.2 Access Service Order (Cont'd)

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3.2.7 Nonrecurring Charges (Cont'd)A. Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Access Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Access Services ordered on a Busy Hour Minutes of Capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

B. Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in A preceding will apply for this work activity.

C. Network Blocking

The Customer will be notified by the Company to increase its capability (Busy Hour Minutes of Capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying FGD traffic and the measured access minutes for that hour exceed the capacity purchased.

3.3 Description and Provision of Switched Access Service Arrangements3.3.1 Manner of Provision

Switched Access is furnished in quantities of lines or trunks or in busy hour minutes of capacity (BHMCs). FGD Access is furnished on a per trunk basis.

BHMCs are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic among BHMC types is necessary for the Company to properly design Switched Access Service to meet the traffic-carrying capacity requirement of the Customer.

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3. SWITCHED ACCESS SERVICES (CONT'D)

Service Commission

3.4 Switched Access Elements

Following are the rate elements which apply to providing Switched Access Service to the Customer.

- Carrier Common Line (described in 3.4.1 following)
- Local Transport (described in 3.4.3 following)
- Local Switching (described in 3.4.4 following)

3.4.1 Carrier Common Line

Carrier Common Line is a usage-sensitive element that provides for the use of end users' Company-provided common lines by customers for access to such end users to furnish intrastate communications.

3.4.2 RESERVED FOR FUTURE USE

3.4.3 Local Transport

Local Transport provides for transmission facilities between the Customer's premises or collocated interconnection location and the Company's end office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

For purposes of determining Transport mileage measurement, distance will be measured from the wire center that normally serves the Customer's premises to the terminating end office, which may be a Remote Switching Module(s).

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3.4 Switched Access Elements (Cont'd)

Service Commission

3.4.3 Local Transport (Cont'd)

Local Transport is provided at the rates and charges set forth in 3.8 following. The Company's switch may serve as an end office, serving wire center, or tandem. Tandem switching/transport rate elements apply to IXCs. When more than one Company is involved in providing Switched Access Service, the Local Transport rates are applied as set forth in 2.1.15 preceding.

The following paragraphs describe the Local Transport rate elements which are combined under the Local Transport Switched Access Rate.

A. Entrance Facility

The Entrance Facility rate element provides for the use of a communications path between a Customer-designated premises and the serving wire center of that premises for the sole use of the Customer. Included as part of the Entrance Facility is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Company designated premises and the type of signaling capability, if any. The Entrance Facility category is comprised of a DS1 rate. An Entrance Facility is required whether the Customer's premises and the SWC are located in the same or different buildings.

B. Direct Trunked Transport

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

Direct Trunked Transport is available in High Capacity DS1 circuits only.

C. Common Switched Transport

Common Switched Transport is comprised of two elements:

- Local Transport Termination provides for that portion of the voice frequency transmission path at the end office and at the Customer's premises.
- Local Transport Facility provides for that portion of the voice frequency transmission path between the end office and at the Customer's premises.

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3.4 Switched Access Elements (Cont'd)

Service Commission

3.4.4 Local Switching

The Local Switching category provides the local end office switching and end user termination functions necessary to complete the transmission of switched access communications to and from the end users served by the Company's end office. The Local Switching rate category consists of the Local Switching rate and Information Surcharge elements.

- A. The Local Switching rate element provides for: a) the use of end office switching equipment; b) the terminations for the end user common lines terminating in the local end office; and c) the termination of a call at a Company intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a Customer based on the total number of access minutes.
- B. The Information Surcharge is a charge to recover costs that are incurred in the provision of interstate Directory Assistance Service. The Information Surcharge is included in the Company's Local Switching rate element.

3.5 Data Base Services3.5.1 800 Service

800 Service, which is available to all customers, is an originating offering which provides a carrier identification function for numbers using the 800 NPAs, (i.e., 800-NXX-XXXX) or any approved form of the 800 toll free numbering system (800, 877 and 888). The carrier identification function is performed using queries which are routed using the Telephone Company CCS/SS7 network to the Telephone Company Service Control Point (SCP). 800 Service may be provided with Call-Routing Capability, Carrier-ID-Only and/or Number Administration Service options.

A. 800 Call-Routing Capability

Call-Routing Capability is provided in conjunction with originating Switched Access Services. When a 1-800-NXX-XXXX call is originated by an end user, the Telephone Company will perform the carrier identification function based on the dialed digits to determine the customer location to which the call is to be routed to the Customer. For customers of the Company, the call will be allowed through regardless of whom the carrier is.

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3. SWITCHED ACCESS SERVICES (CONT'D)

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3.5 Data Base Services (Cont'd)

Service Commission

3.5.1 800 Service (Cont'd)A. 800 Call-Routing Capability (Cont'd)

The manner in which 800 traffic is delivered to the Customer depends on the status of the end office from which the call originates (i.e., whether or not the office is equipped with equal access capabilities). From end offices equipped with equal access capabilities, 800 service will be provided in conjunction with FGD service.

For the Call-Routing carrier identification function, all traffic must be routed via a Service Switching Point (SSP) at which that function is available. It is the Customer's responsibility to ensure that sufficient Switched Access facilities have been ordered to handle its 800 traffic.

Unless prohibited by technical limitations (e.g., different dialing plans), the Customer's 800 traffic may, at the option of the Customer, be combined in the same trunk group arrangement with the Customer's non-800 traffic. When required by technical limitations, or at the request of the Customer, a separate trunk group will be established for 800 traffic.

When 800 traffic is combined in the same trunk group arrangement with other traffic, the 800 traffic will be aggregated with the other traffic for billing purposes. When separate trunk groups are provided for 800 traffic, usage will be billed separately unless aggregation with FGC or FGD usage is requested and is technically feasible.

The Call-Routing Capability allows for the following additional functions, at the Customer's option:

- POTS Translation: the Customer may choose to have either the dialed 800 number or the standard network routing (POTS) number forwarded to the IC premises.
- Routing Options: alternate carrier(s) and/or alternate destination(s) may be identified based on criteria such as time-of-day, day-of-week, specific dates, originating NPA-NXX-XXXX and or percent allocation. Routing Options also include routing to a single carrier and destination from an area of service which is smaller than an area defined by an NPA-NXX.

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3. SWITCHED ACCESS SERVICES (CONT'D)

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3.6 Common Switching Optional Features

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3.6.1 Automatic Number Identification (ANI)

- A. This option provides the automatic transmission of a ten-digit number and information digits to the Customer-designated premises for calls originating in the LATA, to identify the calling station. The ANI feature is an end office software function which is associated on a call-by-call basis with:
1. all individual transmission paths in a trunk group routed directly between an end office and a Customer-designated premises or, where technically feasible, with
 2. all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a Customer-designated premises.
- B. The ten-digit ANI telephone number is only available with Feature Group D. The ten-digit ANI telephone number consists of the Number Plan Area (NPA) plus the seven-digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multiparty line or ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below). Ten-digit ANI is provided with multi-frequency address signaling or SS7 signaling.
- C. Where complete ANI detail cannot be provided, e.g., on calls from 4 and 8 party services, information digits will be provided to the Customer. These ANI information digits are generally available with Feature Group D.

3.6.2 Service Class Routing

This option provides the capability of directing originating traffic from an end office to a trunk group to a Customer-designated premises, based on the line class of service (e.g., coin, multiparty or hotel/motel), service prefix indicator (e.g., 0-, 0+, 01+ or 011+) or Service Access Code (e.g., 900). It is provided in suitably equipped end office or access tandem switches. It is available with Feature Group D.

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3. SWITCHED ACCESS SERVICES (CONT'D)

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3.6 Common Switching Optional Features (Cont'd)

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3.6.3 Alternate Traffic Routing

When the Customer orders both Direct Trunked Transport and Common Transport at the same end office, this option provides the capability of directing originating traffic from an end office (or appropriately equipped access tandem) to a trunk group (the "high usage" group) to a Customer-designated premises until that group is fully loaded, and then delivering additional originating traffic (the "overflowing" traffic) from the same end office or access tandem to a different trunk group (the "final" group) to a second Customer-designated premises. The Customer shall specify the last trunk CCS desired for the high usage group. It is provided in suitably equipped end office or access tandem switches. It is available with Feature Group D.

3.6.4 International Carrier Option

This option allows for Feature Group D end offices or access tandem switches equipped for International Direct Distance Dialing to be arranged to forward the international calls of one or more international carriers to the Customer (i.e., the Company is able to route originating international calls to a Customer other than the one designated by the end user either through presubscription or 101XXXX dialing). This arrangement requires provision of written verification to the Company that the Customer is authorized to forward such calls. The written verification must be in the form of a letter of agency authorizing the Customer to order the option on behalf of the international carrier. This option is only provided at Company end offices or access tandems equipped for International Direct Distance Dialing and is available only with Feature Group D.

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3. SWITCHED ACCESS SERVICES (CONT'D)

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3.7 Switched Access Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

3.7.1 Description and Application of Rates and Charges

The following usage rates applies to Switched Access Service. These rates and charges are applied directly to various rate elements as set forth following.

A. Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per occurrence (e.g., access minute, message call or query) basis. Usage rates are accumulated over a monthly period.

3.7.2 Measuring Access Minutes

The measurement of terminating call usage ends when the terminating entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

3.7.3 Mileage Measurement

The mileage to be used to determine the Common Transport Facility and Direct Trunked Facility charges is calculated on the airline distance, as set forth in A through D following. The V&H coordinates method is used to determine mileage. This method is set forth in 2.1.14.B preceding, Calculation of Distance.

To determine the rate to be billed, first compute the mileage usage the V&H coordinates method. If the calculation results in a fraction of a mile, always round up to the next whole mile. If the Switched Transport is Common Transport, then multiply the rounded mileage by the Common Transport Facility rate and the access minutes to be billed. If the Switched Transport is Direct Trunked, then multiply the rounded mileage by the corresponding Direct Trunked Transport rate.

A. For Common Transport Facilities, mileage is measured between the end office where the call originates or terminates and the Customer's serving wire center.

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3. SWITCHED ACCESS SERVICES (CONT'D)

Service Commission

3.7 Switched Access Rate Regulations (Cont'd)

3.7.3 Mileage Measurement (Cont'd)

- B. When Direct Trunked Transport is ordered to the end office, Direct Trunked Transport is measured on an airline distance basis between the end office and the Customer's serving wire center.
- C. When a Customer orders Direct Transport Services from its serving wire center to an access tandem in conjunction with Common Transport to the end office, the mileage used to determine the monthly rate for the Direct Trunked Transport is calculated on the airline mileage basis, between the Customer's serving wire center and the access tandem. The mileage to which the Common Transport Facility rate applies is calculated between the access tandem and the end office.
- D. When a Customer orders Direct Trunked Transport between its serving wire center and a tandem or a hubbing location or between a hub and an end office, the mileage used to determine the monthly rate for direct Trunked Transport is calculated on the airline mileage basis, between the Customer's serving wire center and the access tandem or hub, or between the hub or the end office, respectively.
- E. For SS7 signaling, the mileage to be used to determine the monthly rate for the STP Link facility is calculated on the airline distance between the serving wire center associated with the Customer's designated premises (Signaling Point of Interface) and the Company wire center providing the STP Port.

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3. SWITCHED ACCESS SERVICES (CONT'D)**3.8 Switched Access Rates and Charges****3.8.1 Common Transport**Carrier Common Line

(C)	Per Originating Minute	\$0.0094842	(R)
(C)	Per Terminating Minute	\$0.0171978	(R)

Local Transport

(C)	Call Miles		
	0 to 1 mile	\$0.004811	
	Over 1 mile to 25 miles	\$0.007317	
	Over 25 miles to 50 miles	\$0.015435	
(C)	Over 50 miles	\$0.025959	

Local Switching

(C)	Per Access Minute	\$0.008042	(R)
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3.8.2 Nonrecurring ChargesSwitched Access Order Charge

(C)	Per Order	\$16.00	(I)
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Installation Charge

(C)	First Trunk	\$151.76	(I)
(C)	Additional Trunks	\$51.22	(I)

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3. SWITCHED ACCESS SERVICES (CONT'D)

Service Commission

3.8 Switched Access Rates and Charges3.8.1 Common TransportCarrier Common Line

Per Originating Minute	\$0.009500
Per Terminating Minute	\$0.017226

Local Transport

Transport Termination-Per Minute	\$0.000360
Transport Facility-Per Minute per Mile	\$0.000040

Local Switching

Per Access Minute	\$0.008056
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3.8.2 Nonrecurring ChargesSwitched Access Order Charge

Per Order	\$15.00
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Installation Charge

First Trunk	\$150.00
Additional Trunks	\$50.00

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4. MISCELLANEOUS SERVICES

Service Commission

4.1 Presubscription

4.1.1 Presubscription is an arrangement whereby a Customer may select and designate to the Company an interexchange carrier (IC) to access, without dialing an access code, for interLATA interstate calls. This IC is referred to as the Customer's Primary Interexchange Carrier (PIC). The Customer may select as its PIC the Company, or any other IC that orders originating Switched Access Service at the end office that serves the end user. After the Customer's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 4.1.2.A applies.

4.1.2 At the request of a new or existing Customer served by a Feature Group D end office, the Company will provide a list of ICs the Customer may select as their PIC. At no additional charge for the initial selection, the Customer may choose either of the following options:

- Designate an IC as a PIC and dial 101XXXX to reach other ICs.
- Designate that they do not want to be presubscribed to any IC and choose to dial 101XXXX for all calls to all ICs.

New customers subscribing to the Company's Exchange Access Service who do not specify a PIC will be classified as a "No PIC." Subsequent to the installation of Exchange Access Service, and after the Customer's initial selection of a PIC or their choice to not select a carrier, any additional change in selection will incur a nonrecurring charge set forth in Company's Local tariff. This charge is billed to the Customer that is the subscriber to the Exchange Access Service, or upon request by the designated IC, billed to the IC on behalf of the Customer.

Non-recurring Charge

A. Authorized PIC Change

Customer authorized, Charged to Customer:	\$ 5.00
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4.2 Unauthorized PIC Change

If an IC requests a Primary Interexchange Carrier (PIC) change on behalf of a billed party (e.g., Customer), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change; then:

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4. MISCELLANEOUS SERVICES (Cont'd)

Service Commission

4.2 Unauthorized PIC Change (Cont'd)

- The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment.
- The Unauthorized Presubscription Change Charge as set forth in 4.2.A will apply to the IC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in 4.1.2.A in this tariff.

Non-recurring Charge

A. Unauthorized PIC Change

\$50.00

4.3 Individual Case Basis Arrangements

Rates for Dedicated Access, Private Lines and Centrex services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

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4. MISCELLANEOUS SERVICES (Cont'd)

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4.4 Telecommunications Service Priority

Service Commission

(N)

The priority provisioning and restoration of services offered under this access services tariff relative to the National Security Emergency Preparedness (NSEP) Telecommunications Service Priority (TSP) System are pursuant to the rates set forth below.

	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>
A. Priority Installation or Restoration	\$ 9.95	\$12.95

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4. MISCELLANEOUS SERVICES (Cont'd)

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