Missouri Public

REC'D JUN 08 2001

Service Commission

Local Telecommunications and Access Services Tariff

of

Socket Telecom, LLC

This tariff contains the descriptions, rates, terms and regulations applicable to the local telecommunications services and access services furnished by Socket Telecom, LLC ("Socket") between one or more points in an exchange in the state of Missouri.

Socket operates as a competitive telecommunications company within the State of Missouri.

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Should be 6th Revised Sheet 3 Replacing 5th Revised Sheet 3

5th Revised Sheet 3
Replacing 4th Revised Sheet 3

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Section 1 1st Revised Sheet 3.1 **Replacing Original Sheet 3.1**

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Section 1. General

1.1 <u>Statutory and Regulatory Waivers</u>

Rules

4 CSR 240-10.020	-	depreciation fund income	
4 CSR 240-3.545(2)(C)	-	rate schedules	(T)
4 CSR 240-30.040	-	uniform system of accounts	
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4 CSR 240-33.030	-	minimum charges rule	

Statutes

?392.210.2	- uniform system of accounts
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. 572.510	

1.2 <u>Concurrences</u>

The Company concurs in the exchange boundaries adhered to by the incumbent local exchange companies in the state.

With respect to resold services of the facilities-based carriers Southwestern Bell, CenturyTel, Sprint (T) and Spectra, the Company concurs in the regulations and restrictions pertaining to that resold service found (T) in the underlying carrier's tariffs.

The Company reserves the right to cancel or amend any concurrences by amendment to this tariff whenever the Company deems that doing so would be in the best interest of the Company and its customers.

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Section 1. General (cont'd)

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1.3 Tariff Format

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1.3.1 <u>Page Numbering</u>

Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between sheets 11 and 12 would be page 11.1.

1.3.2 <u>Page Revision Numbers</u>

Revision numbers also appear in the upper right corner of each page where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 replaces 3rd Revised Sheet 13.

1.3.3 <u>Section Number Sequence</u>

Sections are numbered sequentially, with subsections numbered sequentially following a decimal point, and further subsections numbered sequentially following additional decimal point. For example, Section 2, subsection 2.4, sub-subsection 2.4.6, etc. Sections have underlined titles.

1.3.4 <u>Paragraph Numbering Sequence</u>

Paragraphs may be within any section or subsection, and are untitled. The levels of paragraph indication are: lower case letter, number, lower case roman numeral, number in parentheses.

1.4 Symbols

The following are the symbols used for the purposes indicated below:

T - Change of text

D - Delete text

A - Added text

M - Moved from another tariff location

R - Change in Rate or Charge

N

- New number of section or paragraph

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Section 1. General (cont'd)

1.5 Application of Tariff

The Company's services are available on a facilities-based and resale basis, or a combination thereof, when and where available. The Company not may offer all of its services in all areas of the state. Certain services require that the Company have interconnection agreements with incumbent local exchange companies. In areas where no such agreement exists, the Company may not offer all of its services. Certain services require that certain facilities be available to the Company. If facilities are not available, the service may not be available. The Company is not required to deploy facilities to offer services, although it may be willing to do so under the Special Construction section of this tariff if the customer is willing to incur the cost of such deployment.

1.6 <u>Application of Rates</u>

Unless otherwise indicated in this tariff, rates are not usage, time-of-day, day-of-week or distance (T) sensitive. In those rare instances in which rates are so sensitive, the tariff will indicate the nature of the sensitivity and clarify the difference in and application of rates.

1.7 <u>Incompatible Services</u>

Certain services, due to spectrum use and equipment incompatibility, may not be able to be used at a single location at the same time. It is the responsibility of the customer to advise the Company about the other services the customer has through other carriers and the equipment the customer intends to use with the Company's service to minimize the potential of incompatible services. The Company does not warrant that its services can be used together at the same location; in fact, the Company attempts to note, where applicable, such incompatibility in this tariff. Due to the vast array of services and equipment, the Company cannot reasonably assert that it has noted every such **incompatibility**, and cannot be responsible if customers knowingly order incompatible services from the Company or unwittingly order incompatible services from the Company and another carrier.

Customers who order advanced services, such as high-speed, dedicated and data services, are presumed to understand the limitations of their equipment, such as computers, switchboards and modems, and whether the services ordered will function with the Company's service. The Company is not liable for services that do not perform as anticipated due to the failure of the customer to connect proper and sufficient customer-premises equipment.

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Section 2. Technical Terms and Abbreviations

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Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to a switching center or Socket's location.

<u>Authorized User</u>: A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

<u>Bit (Bps)</u>: The smallest unit of information in the binary system of notation; transmission speed in bits per second.

<u>Calling Card</u> - A card issued by the Company, containing an Authorization Code which enables calls to be processed, account activity to be logged, and balances to be maintained, on an ongoing basis.

<u>Commission</u> - Used throughout this tariff to mean the Missouri Public Service Commission.

<u>Company or Socket</u> - Used throughout this tariff to mean Socket Telecom, LLC, a Missouri limited liability company.

<u>Customer</u> - The person, firm, corporation or other legal entity that orders the services of Socket, purchases a Socket Calling Card Service or originates calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

<u>Holidays</u>: New Year's Day (January 1), Memorial Day (third Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day.

<u>Individual Case Basis</u>: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

<u>LATA</u>: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

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Section 2. Technical Terms and Abbreviations (cont'd)

<u>Local Calling</u>: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier: A company that furnishes exchange telephone service.

<u>Non-Recurring Charges</u>: The one-time charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service Order is executed.

<u>Presubscription</u>: An arrangement whereby a Customer may select and designate to the Company a Telecommunications Carrier it wishes to use, without an access code, for completing toll Calls. The selected Exchange Carrier is referred to as the End User's Presubscribed Interexchange Carrier (PIC).

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

<u>Regular Business Hours</u>: 8:00 am through 5:00 p.m., Monday through Friday, excluding defined Holidays.

<u>Service Order</u>: The request for local exchange services executed by the Customer and the Company in a format specified by the Company.

Station: Terminal equipment from or to which calls are placed.

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Section 3. Regulations

Service Commission

3.1 Undertaking of the Company

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.

3.1.1 Scope

Customers and 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.

3.1.2 Subject to Availability

Service is offered subject to the availability of the necessary facilities or equipment, or both.

3.1.3 Terms and Conditions

- 1) 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 30 days.
- 2) 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. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

3.1.4 Limitations on Liability

- 1) Except as otherwise stated in this section, the liability of the Company for damages arising out of either the furnishing of its services, or the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- 2) Except for such allowances, the Company shall not be liable to a Customer or third party for any damages of any kind for any reason whatsoever, including, but not limited to, any act or omission associated with the service.
- 3) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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Section 3. Regulations (cont'd)

3.1 Undertaking of the Company (cont'd)

3.1.4 Limitations on Liability (cont'd)

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- 4) The Company shall not be liable for any claims for loss or damages caused by any act or omission of the Customer, another carrier, acts of God, fires, floods, wars, civil disturbance, acts of government or any other cause beyond the Company's control; any unlawful or unauthorized use of the Company's facilities and services; libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services, breach in the privacy or security of communications transmitted over the Company's facilities; defacement of or damage to Customer premises or equipment resulting from the furnishing of services or equipment on such premises or the installation or removal thereof; any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly and solely caused by the negligence of the Company; any wrongful act of a Company employee when such act is not within the scope of the employee's employment with the Company; any representations made by Company employees that do not comport with the provisions of this tariff; any act or omission in connection with the provision of 911, E-911, or similar services; or any noncompletion of calls due to network busy conditions.
- 5) The Company shall be indemnified, defended and held harmless by the Customer and end user from and against any and all claims, or other actions or liabilities, including attorney fees, by the Customer or any other party, for any personal injury to or death, and for any loss, damage or destruction of property, including environmental contamination, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- 6) Except as otherwise stated in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 7) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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Section 3. <u>Regulations</u> (cont'd)
3.1 <u>Undertaking of the Company (cont'd)</u>

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3.1.5 <u>Provision of Equipment and Facilities</u>

- 1) Except as otherwise indicated, customer-provided equipment shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- 2) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the through-transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; the reception of signals by Customer-provided equipment; or network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

3.1.6 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.

3.1.7 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities for a fee which is determined on an Individual Case Basis may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken where facilities are not presently available, and there is no other requirement for the facilities so constructed; of a type other than that which the Company would normally utilize in the furnishing of its services; over a route other than that which the Company would normally utilize in the furnishing of its services; in a quantity greater than that which the Company would normally construct; on an expedited basis; on a temporary basis until permanent facilities are available; involving abnormal costs; or in advance of its normal construction.

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Section 3. <u>Regulations</u> (cont'd)
3.1 <u>Undertaking of the Company</u> (cont'd)

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3.1.8 <u>Universal Emergency Telephone Number Service</u>

Socket is obligated to supply the E-911 service provider in Socket's service area with accurate information necessary to update the E-911 database at the time Socket submits customer orders to the local exchange telecommunications company whose service is being resold pursuant to these tariffs.

At the time Socket provides basic local service to a customer by means of Socket's own cable pair, or over any other exclusively owned facility, Socket will be obligated to make the necessary equipment or facility additions in order to accurately and properly update the database for E-911.

Socket will be obligated to provide facilities to route calls from the end users to the proper public safety answering point. Socket recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by Socket.

Socket will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to §190.310 RSMo 2000. Socket will observe and adhere to the Commission's emergency telephone service rules in 4 CSR 240-34.

3.2 Prohibited Uses

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. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

3.3 Obligations of the Customer

3.3.1 General

The Customer shall be responsible for:

1) the payment of all applicable charges pursuant to this tariff;

2) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or 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;

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3.3 <u>Obligations of the Customer</u> (cont'd)

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3.3.1 General (cont'd)

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3) providing at no charge any equipment, space, environmental conditioning and power needed to operate Company facilities and equipment installed on the premises of the Customer,

- 4) obtaining and maintaining all rights-of-way and conduit necessary for facilities and equipment used to provide the Company's service. Any costs associated with the obtaining and maintaining the rights-of-way shall be borne entirely by the Customer. The Company may require the Customer to demonstrate its ability to comply with this section prior to accepting an order for service.
- 5) 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 shall be responsible for identifying and removing any hazardous material (e.g., friable asbestos) prior to any work;
- 6) complying with all laws and regulations applicable to, and obtaining all consents and permits in any Customer premises and obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, maintaining or removing the facilities or equipment of the Company; and
- 7) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

3.3.2 Liability of the Customer

- 1) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors.
- 2) For any such damage describe above, the Customer shall indemnify, defend and hold harmless the Company from and against all claims or actions, including reasonable attorneys' fees, for any loss of any third party, and any liability incurred by the Company to any third party for any interruption of, interference to, or other defect in the Company's service.

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Section 3. Regulations (cont'd)

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3.4 Customer Equipment and Channels

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3.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. The Company does not guarantee that its services will be suitable for purposes other than voice-grade communication except as specifically stated in this tariff.

3.4.2 <u>Customer Equipment</u>

- 1) Except as provided specifically in this tariff or customer contracts, customer equipment and the electric power consumed by such equipment shall be provided by the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the point of connection.
- 2) The Customer is responsible for ensuring that any such equipment connected to Company facilities is compatible with its equipment and facilities. Any additional protective equipment required to prevent damage or injury shall be provided by the Company at the Customer's expense.

3.4.3 <u>Interconnection of Facilities</u>

- 1) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2) Customers may interconnect communications facilities that are used in whole or in part for intrastate communications to services provided under this tariff only to the extent that the Customer is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations.

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Section 3. Regulations (cont'd)

3.4 <u>Customer Equipment and Channels</u> (cont'd)

3.4.4 <u>Inspections</u>

- 1) At reasonable times, the Company may test and inspect equipment located on the Customer's premises to verify that it is maintained and operated according to Company specifications.
- 2) If protective requirements for Customer-provided equipment are not in place, the Company may take action to protect its facilities, equipment, and personnel.
- 3) Failure to properly maintain or operate equipment according to Company specifications or to maintain required safety measures may result in the immediate disconnection or removal of company equipment or facilities, without any alteration in the Customer's liability to pay for service.

3.5 Deposits

- 1) The Company does not take deposits.
- 2) The Company is not required to extend service to potential customers who do not meet the Company's standards for creditworthiness.

3.6 Payment Arrangements

3.6.1 Payments for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

3.6.2 <u>Taxes</u>

The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, universal service charges, surcharges required by law or Commission Order, and taxes imposed by any local, state, or federal government on or based upon the provision, sale or use of

network services or facilities, excluding taxes on the Company's net income. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

3.6.3 <u>Billing and Collection of Charges</u>

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- 1) Non-recurring charges are due and payable within 21 days after the date of the invoice.
- 2) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, due and payable within 21 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

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Section 3. Regulations (cont'd)

3.6 Payment Arrangements (cont'd.)

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- 3.6.3 Billing and Collection of Charges (cont'd.) 3) When service does not begin on the first day of the billing month, or end on the last day of the billing month, the charge will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.
- 4) Billing of the Customer will begin when service starts and accrues through the day that the service is discontinued. Billing may include charges from previous periods that were not already billed.
- 5) If any portion of the payment is received by the company after the date due or 30 days after the invoice date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of a rate of 1.5 percent per month, or the highest interest rate which may be applied under state law for commercial transactions.
- 6) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted to the Company that is returned unpaid.
- 7) If service is disconnected for nonpayment and is later reinstalled, installation charges will apply. If service is suspended by the Company and later restored, restoration charges will apply.

Billing Disputes

3.6.4.1 General

All bills shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written or verbal notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

If a billing dispute is resolved in favor of the Customer, the late payment charge will not be applied to the disputed amount. If a billing dispute is resolved in favor of the Company, the late payment charge will be applied.

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Section 3. <u>Regulations</u> (cont'd)
3.6 <u>Payment Arrangements</u> (cont'd)
3.6.4 <u>Billing Disputes</u> (cont'd)

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3.6.4.2 Adjustments or Refunds to the Customer

- 1) If the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount, the Company will credit the disputed amount in the next billing period.
- 2) If the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the overpayment in the next billing period.
- 3) If the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of the overpayment.
- 4) All adjustments or refunds accepted by the Customer are final and constitute full satisfaction, settlement, or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

3.6.4.3 Unresolved Billing Disputes

- I) In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to request the Company to provide an in-depth review of the disputed amount.
- 2) The Customer may, at any time, file a complaint with the Missouri Public Service Commission:

Missouri Public Service Commission P.O. Box 360 Jefferson City, Missouri 65102 (800) 392-4211

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Service Commission

REC'D JUN 08 2001

Section 3. <u>Regulations</u> (cont'd)
3.6 <u>Payment Arrangements</u> (cont'd)

Service Commission

3.6.5 Discontinuance of Service for Cause

- 1) The Company, upon written notice to a residential service customer, may, without incurring any liability, cancel or suspend the provision of service in accordance with 4 CSR 240-33.070 of the applicable rules and regulations of the Missouri Public Service Commission for any of the following reasons:
 - a) Nonpayment of an undisputed delinquent charge.
 - b) Failure to post a required deposit or guarantee.
 - c) Unauthorized use of the Company's telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
 - d) Failure to substantially comply with terms of a settlement agreement.
 - e) Refusal after reasonable notice to permit inspection, maintenance or replacement of the Company's telephone utility equipment.
 - g) Material misrepresentation of identity in obtaining the Company's telephone utility service.
 - h) As provided by state or federal law.
- 2) At least ten (10) days written notice will be sent to the customer prior to the proposed discontinuance. Service will not be discontinued the day before or on a day when the service cannot be reconnected
- 3) At least 24 hours preceding a discontinuance, the Company shall attempt to contact the customer about the proposed discontinuance and explain what steps must be taken to avoid it.
- 4) The discontinuance of service does not relieve the customer of any obligations to pay the Company for charges due and owing for services furnished up to the time of discontinuance.
- 5) The provisions regarding discontinuance of service set forth in subsections 1-4 above shall also apply to commercial or business service customers unless otherwise agreed in writing by the company and the customer.

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Section 3. Regulations (cont'd)

3.6 Payment Arrangements (cont'd)

3.6.6 Cancellation of Application for Service

- 1) Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2) Where, prior to cancellation, the Company incurs any expenses in installing the service or in preparing to install the service, a charge equal to all of the costs the Company incurred, less net salvage, shall apply, but this charge shall not exceed the sum of all recurring and nonrecurring charges assessed either for the minimum period of services ordered or the length of the contract for services.
- 3) Where the Company incurs any expense in connection with special construction, a charge equal to all of the costs incurred, less net salvage, applies.

3.6.7 <u>Changes in Service Requested</u>

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

3.7 Allowances for Interruptions in Service

3.7.1 General

- 1) A credit allowance will be given when service is interrupted, except as follows. A service is interrupted when it becomes inoperative due to the failure of the Company's facilities or equipment.
- 2) An interruption period begins when the Customer reports the service outage and, if necessary, releases equipment or facilities for testing and repair.
- 3) If the Customer reports an outage but declines to release equipment or facilities for testing (A) and repair, the service or facility is not considered to be interrupted. No credit allowances will be made.
- 4) If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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Section 3. Regulations (cont'd)

3.7 Allowances for Interruptions in Service

3.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- 1) Due to circumstances or causes beyond the control of the Company;
- 2) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 3) During any period in which the Customer continues to use the service on an impaired basis:
- 4) During any period when the Customer has released service for maintenance or for a Customer ordered change in service;
- 5) That was not reported to the Company within ten (10) days of the date that service was affected.
- 6) Interruption in service lasting less than 24 hours.

Application of Credits for Interruptions in Service

- 1) Credits for interruptions flat-rated service, a credit allowance is applied on a pro rate basis against the rate depends upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
 - 2) For calculating credit allowances, every month is considered to have thirty (30) days.
- 3) A credit allowance is applied on a pro rata basis against the monthly recurring charges for services and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.
- 4) For any services charged by the minute and not flat-rate, the Company will provide a credit equal to one minute of applicable service for calls that are interrupted or subject to inadequate transmission.

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Section 3. Regulations (cont=d)

3.7 Allowances for Interruptions in Service (cont'd)

3.7.4 <u>Cancellation For Service Interruption</u>

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of at least 24 hours or cumulative service credits equaling 48 hours in a continuous 12-month period. The right to cancel applies only to the circuit subject to the outage or cumulative service credits. Customer must make a cancellation request in writing within 30 days of the outage.

3.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term (set either by contract or a minimum billing period), Customer agrees to pay termination liability charges, of all unpaid non-recurring charges, any disconnection, early cancellation or termination charges and all recurring charges for the balance of the term.

3.9 <u>Customer Liability for Unauthorized Use of Service</u>

3.9.1 Unauthorized Use of Service

- 1) Unauthorized use of service occurs when a person or entity that does not have authority to use it, obtains the Company's services, or a person or entity that otherwise has authority to use it, uses or obtains it fraudulently, or uses services that are not authorized.
 - 2) The following activities are examples of fraudulent use:
 - a) Transmitting a message, locating a person, or otherwise giving or obtaining information by way of the service, without paying for it,
 - b) Avoiding payment of all or a part of any of the Company's charges by making, rearranging or tampering with connections not authorized by the Company services or by using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices; and
 - c) Toll Free callers using the service with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis.
- 3) Customers are advised that use of telecommunications equipment and services, carries a risk of various forms of telecommunications fraud. Customers should take all necessary steps to restrict access to their facilities and equipment to detect and prevent unauthorized use of the equipment and services provided by the Company.

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Section 3. Regulations (cont'd)

Service Commission

3.9 <u>Customer Liability for Unauthorized Use Service</u>(cont'd)

3.9.2 <u>Liability for Unauthorized Use</u>

- 1) Except as specifically provided, the Customer is responsible for payment of all charges for services furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by authorized users, other third parties, the Customer's employees, or the public.
- 2) The Customer is responsible for payment of all outbound call charges, whether or not calls are authorized or fraudulent.
- 3) The Customer is liable for all costs incurred as a result of unauthorized use of the service, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- 4) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of service.

3.10 Use of Customer's Service by Others

3.10.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Missouri Public Service Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. These provisions do not apply when the service is being provided via resale of incumbent LEC services.

3.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it. These provisions do not apply when the service is being provided via resale of incumbent LEC services.

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01-672 Service Commission

Section 3. Regulations (cont'd)

3.11 Transfers and Assignments

The Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by company without the written consent of the Company.

3.12 Notices and Communications

- 1) The Customer shall provide an address to which the Company shall deliver all notices and other communications except that Customer may also designate a separate address to which the Company's bills for service shall be sent.
- 2) The Customer may establish either a street address as its mailing address for such notices described above, or may establish an e-mail address as the address to which notices and/or bills are to be sent
- 3) Except as otherwise provided in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing (either hard copy or by e-mail). Materials mailed shall be presumed to have been delivered on the third business day following mailing, materials sent by overnight delivery shall be presumed to have been delivered on the next business day following deposit (T) with delivery carrier and materials e-mailed or faxed shall be presumed to have been delivered the next business day following transmission, or when actually received or refused by the addressee, whichever occurs first.
- 4) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing.

3.13 Operator Service Requirements

Company provided intrastate operator assisted communications services will observe the following requirements:

- 1) Company will not bill for incomplete calls where answer supervision is available. Company will not bill for incomplete calls and will remove any charges for incomplete calls upon subscriber notification or Company's knowledge.
- 2) The caller and billed party, if different from the caller, will be advised that the Company is the operator service provider at the initial contact.
- 3) Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- 4) Only tariffed rates approved by this Commission for Company shall appear on any local exchange telephone Company (LEC) billings.
 - 5) Company shall be listed on the LEC billing if the LEC has multi-Company billing ability.
- 6) Company will employ reasonable calling card verification procedures, acceptable to the Telephone Company issuing the calling card.

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Section 3. Regulations (cont'd)

3.13 Operator Service Requirements (cont'd)

- 7) Company will route all 0 -- or 00 -- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
- 8) Upon request, Company will transfer calls to another authorized interexchange Company or to the LEC, if billing can list the caller's actual origination point.
- 9) Company will refuse operator services to traffic aggregators that block access to other Companies.
- 10) Company will assure that traffic aggregators will post and display information including: that Company is the operator service provider; detailed complaint procedures; and instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange Companies.

3.14 Rights And Responsibilities Of Missouri Residential Telephone Customers

Pursuant to Missouri Public Service Commission Rule 240-33.060 (3), Socket will provide its residential customers with the following information at the time service is established:

RIGHTS AND RESPONSIBILITIES OF MISSOURI RESIDENTIAL TELEPHONE CUSTOMERS

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone customer.

Your Telephone Bill

Unless you select an alternative billing method, You'll receive a telephone bill from us each month that Socket provides local or long distance telephone service. Payment in full is due within 21 days of the date of the bill. If we do not receive your payment within 21 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date. Payment Arrangements

Payments must be sent to Socket by either mailing your payment, establishing an automatic billing account or by e-mailing in the necessary information to pay your bill. Payment for service may be by credit card, check or cash (do not mail cash). If you are temporarily having difficulty paying your telephone bill, please call Socket immediately at 1-800-762-5383. By doing this, you may avoid having your phone service suspended or disconnected.

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Issued By: George A. Pfenenger, President Socket Telecom, LLC 811 Cherry Street, Suite 310 Columbia, Missouri 65201 (T)



Section 3. Regulations (cont?d)

3.14 Rights And Responsibilities Of Missouri Residential Telephone Customers (cont'd)

Disconnection or Suspension of Telephone Service

Your telephone service is subject to disconnection or suspension for any of the reasons listed below. If service is disconnected, a new telephone number may be assigned and you will be required to pay installation charges again. If service is suspended, your telephone number is reserved for 10 days and you will not be charged installation charges again.

- 1. Nonpayment of an undisputed delinquent account. Your service will not be discontinued for nonpayment of a delinquent charges until five days after a charge has become delinquent. Additionally, Socket will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your telephone service.
- 2. Unauthorized use of telephone utility equipment or network in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- 3. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
 - 4. Misrepresentation of identity in obtaining telephone utility service.
 - 5. Incurring charges and evidencing an intent not to pay such charges when due.

Reconnection of Service

After local telephone service has been discontinued, Socket will restore your service when the reason for the discontinuance has been remedied. Before restoring your service, the following will be required:

- 1. Payment for all undisputed amounts must be received by Socket.
- 2. Installation charges must be paid again if your service has been disconnected. Installation charges will not be charged if your service has been suspended.
 - 3. An advance payment may be required.

Procedures for Handling Inquiries and Complaints

Telephone inquiries may be directed to Socket at 1-800-762-5383. Written inquiries may be directed to Socket, 811 Cherry Street, Suite 310, Columbia Missouri, 65201

- If Socket cannot resolve your complaint, you may call the Missouri Public Service Commission, located at Governor's Office Building, 200 Madison St, Jefferson City, Missouri, 65101, toll free at 1-800-392-4211 to file an informal complaint.
- If your complaint cannot be resolved informally, you may file a formal complaint in writing with the Missouri Public Service Commission at their mailing address: P.O. Box 360, Jefferson City, Missouri, 65102.
- Also the Missouri Office of the Public Counsel, representing the public before the Public Service Commission, has an office at the Governor's Office Building, Jefferson City, Missouri 65101. The Public Counsel's telephone number is 1-573-751-4857.

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> Issued By: George A. Pfenenger, President Socket Telecom, LLC 811 Cherry Street, Suite 310 Columbia, Missouri 65201



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Section 3. Regulations (cont'd)

3.15 Caller ID

This feature enables the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. When Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle.

Per line blocking for blocking of CPN will be available upon request, at no charge, <u>ONLY</u> to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Applicant: Private, nonprofit, tax exempt, domestic violence intervention agencies, and Federal, state, and local law enforcement agencies.

The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. Line blocking Customer can unblock their CPN information on a per call basis, at no charge, by dialing an access code (*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customer will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities.

Caller ID is not available on operator-handled calls.

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Issued: November 24, 2003 Effective: December 24, 2003



Section 3. Regulations (cont'd)

3.16 Call Trace/Anonymous Calls

For CenturyTel exchanges:

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Company's call trace capability is not available on a per call basis. If a Customer wishes to have this capability, they must presubscribe to Company's Call Tracing Service. A monthly recurring charge applies. A Customer who pre-subscribes to the Company's Call Tracing Service and wishes to attempt a Call trace must immediately after the call press *57, and hold the line. A recording will inform the Customer if the trace was successful, and how to proceed by contacting 911 and/or CenturyTel Nuisance Call Bureau. The recording will provide the number of the Nuisance Call Bureau. Under no circumstances will the Customer be provided the calling number. However, the Nuisance Call Bureau will follow up with law enforcement authorities according to CenturyTel protocol.

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For Sprint Exchanges:

Customers receiving annoying or anonymous calls may request a telephone number change which will be provided at no charge by Socket, or the customer may utilize Call Trace on a per activation basis with an associated charge per use. Call Trace allows the customer to dial *57 to automatically request that the following information be recorded: a) the originating telephone number b) the date and time of the call and c) the date and time call trace was activated. When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll free number which will assist the customer. Should the customer decide to prosecute the originating party, the customer should contact Socket for further instructions. Activation of Call Trace never authorizes Socket to provide the called party with the calling party telephone number. Call Trace is a feature which must be activated through contact with company's business office.

For Southwestern Bell exchanges:

Customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by company's name or (2) the capability to utilize Call Trace on a per activation basis, as needed. Call Trace allows the customer to dial a code (*57) to automatically request that the following information be recorded: the originating telephone number; the date and time of the call; and the date and time call trace was activated. When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll free number, which will activate a Voice Response Script and assist the customer in establishing an open file. Should the customer decided to prosecute the call originating party, the customer should contact Socket for further instructions. Activation of Call Trace never authorizes Socket to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the customer's telephone line.

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Section 3. <u>Regulations</u> (cont'd)

3.16 Call Trace/Anonymous Calls (cont'd)

For Spectra exchanges:

Company's call trace capability is not available on a per call basis. If a Customer wishes to have this capability, they must presubscribe to Company's Call Tracing Service. A monthly recurring charge applies. A Customer who pre-subscribes to the Company's Call Tracing Service and wishes to attempt a Call trace must immediately after the call press *57, and hold the line. A recording will inform the Customer if the trace was successful, and how to proceed by contacting 911 and/or Spectra Nuisance Call Bureau. The recording will provide the number of the Nuisance Call Bureau. Under no circumstances will the Customer be provided the calling number. However, the Nuisance Call Bureau will follow up with law enforcement authorities according to Spectra protocol.

3.17 Rights and Responsibilities Of Missouri Business Telephone Customers

The information provided by Company to business customers is governed by contract between Company and customer.

3.	18 Missouri Universal Service Fund	(N)
A.	Socket Telecom, LLC will place on each retail end-user customer's bill, a surcharge equal to the	
	Missouri Universal Service Fund percentage assessment ordered by the Missouri Public Service	
	Commission.	
B.	The surcharge will appear as a separate line item detailed as "Missouri Universal Service	
	Fund".	
C.	The surcharge percentage will be applied to the total of each customer's charges for	
	intrastate regulated telecommunications services that meet the definition of net	
	iurisdictional revenues at 4 CSR 240-31.010(12).	N)

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4.1 General

Local service is provided only in those exchanges listed in the "Exchanges Served" section of this tariff. Local Service may be provided over the company's own facilities, may be provided over the facilities of another carrier or may be provided using a combination of those facilities. Local service is offered subject to the availability of facilities; not all services are available in all exchanges. Local service is currently only available to business customers.

Customer Specific Pricing may be offered for dedicated, non-switched, private line and special access services and for central office-based switching systems, which substitute for customer premise, private branch exchange (PBX) services. Customer Specific Pricing may also be offered for any business service in an exchange in which the local exchange company's services offered to business customers have been classified as competitive. Copies of Customer Specific Pricing contracts will be made available on a proprietary basis to the Staff upon request.

4.2 Exchanges Served and Distance Factor For Each Exchange

The services offere associated distance		tariff are available / apply.	in the following e	xchanges. The	
Adrian	50	Advance	107		
		Altenburg-			
Agency	38	Frohna	77		
Alton	404	Annapolis	396		
Antonia	24	Archie	44		
Arcola	288	Armstrong	101		
Ash Grove	18	Ashland	52		
Augusta	68	Aurora	144		
Ava	148	Avilla	252		
Beaufort	54	Belgrade	280		
Bell City	113	Belle	236		
Belleview	308	Belton	20		
Benton	112	Billings	18		
Birch Tree	516	Bismarck	63		
Bland	220	Bloomfield	121		
Bloomsdale	43	Blue Eye	56		
Blue Springs	17	Bonne Terre	52		
Boonville	99	Boss	328		

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Section 4.2 (Continued)

		Bowling		
Bourbon	50	Green	71	(T)
Bradleyville	80	Branson	0	. ,
Brazito	63	Bridgeton	13	
Bronaugh	400	Brookfield	93	
Buffalo	276	Bunker	380	
Cabool	280	Caledonia	284	
California	154	Camdenton	143	
Campbell	147	Canton	388	
		Cape		
Cape Fair	68	Girardeau	99	
Cardwell	178	Carl Junction	70	
Carrollton	6.1	Carthage	56	
Caruthersville	171	Cassville	144	
Caulfield	248	Cedar Hill	30	
Cedar Creek	52	Center	92	
Centertown	91	Centerville	376	
Centralia	21	Chaffee	105	(T)
Chamois	144	Charleston	127	
Chesterfield	19	Chillicothe	72	
Clark	30	Clarksburg	189	(T)
Clarksville	62	Clever	16	
Climax Springs	157	Collins	352	
Columbia	0	Conway	252	
Crane	108	Creve Coeur	14	
Cross Timbers	380	Cuba	59	(T)
Dadeville	252	Dardenne	6	
De Kalb	41	De Soto	39	
Deering	170	Defiance	17	(T)
Delta	103	Dexter	128	
Dora	224	Downing	151	
E. Independence	12	East Prairie	136	
Edgar Springs	376	Edina	147	
2 ·· - F-····3-	J. J	Eldorado		
Eldon	128	Springs	380	
Elkland	224	Ellsinore	512	
Elsberry	47	Eminence	468	
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Issued: May 14, 2007 Effective: June 13, 2007



Section 4.2 (Cont	tinued)				
	Essex	127	Eugene	140	
	Eureka	23	Everton	220	
			Excelsor		
	Ewing	388	Springs	25	
	Exeter	160	Fair Grove	14	
	Farley	8	Farmington	60	
	Fayette	102	Fenton	14	
			Festus-Crystal		
	Ferguson	8	City	30	
	Fisk	127	Flat River	56	
	Florissant	8	Foley	68	
	Fordland	156	Foristell	6	(T)
			Fort Learnard		
	Forsyth	28	Wood	161	
	Frankford	83	Fredericktown	74	
	Fremont	512	Fulton	93	
	Gainesville	176	Galena	72	
	Gideon	151	Gladstone	6	
	Glasgow	93	Golden City	284	
	Grain Valley	17	Gravois Mill	142	
	Gray Summit	33	Greenfield	252	
	Greenwood	17	Grove Spring	248	
	Hallsville	13	Hannibal	94	(T)
	Hartville	228	Harvester	21	
	Hawk Point	18	Hayti	167	(T)
			Herculaneum-		
	Hazelwood	12	Pevely	27	
	Hermann	32	Hermitage	356	(T)
	Higbee	. 111	High Hill	29	(T)
	High Ridge	21	Highlandville	80	
	Hillsboro	33	Holcomb	153	
	Holstein	20	Holts Summit	35	(T)
	Hornersville	178	House Spring	24	
	Houston	336	Humansville	328	
	Hunnewell	320	Hurley	100	



Section 4.2 (Co.	ntinued)
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Imperial	20	Independence	9	
Irondale	268	Ironton	332	
Jackson	92	Jasper	56	
Jefferson City	0	Jenkins	104	
Jerico Spring	320	Jonesburg	25	(T)
Joplin	68	Kansas City	0	(- /
		Kimberling		
Kennett	165	City	44	
Kirksvile	130	Kirkwood	10	
Knob Noster	59	Koshkonong	348	
La Grange	364	La Monte	66	
Laddonia	208	Ladue	2	
Lake Ozark/Osage				
Beach	133	Lamar	58	
Lancaster	146	Leadwood	57	
Leasburg	54	Lee's Summit	17	(T)
Lesterville	372	Lewiston	404	
Liberty	13	Licking	420	
Lilbourn	144			
Lockwood	38	Louisburg	304	
Louisiana	71	Lowery City	424	
Mack's Creek	155	Malden	143	
Manchester	17	Manes	276	
Mano	48	Mansfield	192	
Marble Hill	93	Marceline	96	
Marionville	24	Marshall	74	
Marshfield	200	Marston	149	
Marthasville	17	Maxville	16	(T)
Mehlville	11	Mexico	96	
Milo	388	Moberly	116	
Monett	40	Monroe City	300	
		Montgomery		
Montauk	412	City	72	
Monticello	404	Morehouse	127	(T)
Morrison	168	Moscow Mills	10	(T)
Mountain Grove	248	Mt. Sterling	204	



Section 4.2	(Continued)
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Mt. Vernon	184	Mt. View	348	
Nashua	10	Nebo	320	
Neosho	64	Nevada	73	
New Bloomfield	77	New Franklin	99	
New Madrid	146	New Melle	7	(T)
Newburg	42	Niangua	220	
Nixa	11	Norwood	220	
Oak Ridge	83	Oakville	11	
Oates	344	O'Fallon	9	(T)
Old Appleton	75	Old Monroe	10	(T)
Oran	111	Osceola	388	
Overland	9	Ozark	104	
Pacific	30	Palmyra	308	
Parkville	8	Patton	78	
Paynesville	56	Perry	244	
Perryville	66	Pierce City	44	
		Pocahontas -		
Pittsburg	328	New Wells	85	
Pond	23	Poplar Bluff	129	
Portage Des Sioux	19	Portageville	154	
Potosi	240	Preston	356	
Protem	84	Puxico	116	
Quilin	140	Raymondville	360	
		Reeds		
Raytown	9	Springs	48	
Republic	12	Richland	245	
Richmond	34	Richwoods	46	
Risco	145	Riverview	8	
Roby	336	Rocheport	13	(T)
Rockaway Beach	20	Rogersville	14	
Rolla	0	Rushville	41	
Russellville	105	Safe	67	(T)
Sainte Genevieve	47	Salem	168	
San Antonio	48	Santa Fe	256	
Sappington	11	Sarcoxie	232	
Schell City	424	Scott City	104	
Corlon Oity	724	Joon Only	104	



Section 4.2 (Con	tinuad)				
Section 4.2 (Con	tillued)				
	Sedalia	78	Senath	172	
	Seymour	172	Shelbina	352	
	Shelbyville	372	Sheldon	364	
	Shell Knob	92	Sikeston	126	
	Slater	81	Smithville	20	
	South Kansas City	13	Spanish Lake	10	
	Sparta	100	Springfield	0	
	St. Charles	17	St. Clair	45	
	St. James	69	St. Joseph	48	(T)
	St. Louis	2	St. Marys	54	
	St. Peters	12	St. Robert	154	(T)
	St. Thomas	98	Stanberry	76	
	Stoutsville	288	Strafford	10	
	Sturgeon	20	Summersville	372	(T)
	Taos	49	Thayer	372	
	Theodosia	124	Thomasville	376	
	Tiffany Springs	8	Timber	480	
	Trenton	84	Troy	14	(T)
	Truxton	25	Tuscumbia	124	(T)
	Union	44	Urbana	328	
	Valley Park	15	Van Buren	500	
	Vanzant	224	Versailles	141	
	Vichy	68	Walker	412	(T)
	Walnut Grove	20	Wardell	158	
	Ware	37	Warrenton	15	(T)
	Washburn	164	Washington	43	
	Wasola	136	Waynesville	175	
	Weaubleau	348	Webb City	65	
			Weldon		
	Webster Groves	8	Springs	25	
	Wellsville	78	Wentzville	0	
	West Plains	304	West Quincy	344	
	Wheatland	360	Willard	10	
	Willow Springs	292	Winfield	15	(T)
	Winona	504	Wright City	9	
	Wyatt	131			



Section 4.2 (Continued)

West Branson	3	Macon	128
Brunswick	380	Clarence	144
Dalton	408	Maysville	108
Keytesville	416	Easton	48
Cameron	132	Osborn	108
Braymer	120	Stewartsville	76
Gower	68	Paris	96
Hamilton	184	Rockville	208
Kidder	160	Savannah	52
Kingston	180	Amazonia	36
Lawson	168	Avenue City	36
Plattsburg	104	Bolckow	96
Trimble	100	Clarksdale	68
Turney	120	Cosby	44
Kahoka	192	Fillmore	80
Gorin	128	Helena	60
Labelle	144	Rosendale	80
Revere	208	Whitesville	84
Wayland	216	Jamestown	90
LaPlata	52	Prairie Home	84
Elmer	72	Woolridge	72

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3rd Revised Sheet 30 Replacing 2nd Revise Sheet 30

Section 4. Local Services and Rates (cont'd)

4.3 Main Telephone Service

Main telephone service is provided through ISDN PRI as described in the following sections.

4.4 <u>Directory Assistance and Operator Services</u>

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4.4.1 Directory Assistance

(N)

4.4.1.1 Each Directory Assistance call will be charged as follows:

\$0.65 per call

- 4.4.1.2 Customer will not be charged for Directory Assistance if Directory Assistance is not able to provide the requested telephone number to the customer.
- 4.4.1.3 Customer may request a maximum of two telephone numbers per call to Directory Assistance.
- 4.4.1.4 A credit will be given for call to Directory Assistance under the following conditions:
 - 4.4.1.4.1The customer experiences poor transmission or is cut-off during the Call; or
 - 4.4.1.4.2The customer is given an incorrect telephone number.
- 4.4.1.5 To obtain a credit as identified in 4.4.4, the customer most notify the Company's Customer Service representative.
- 4.4.1.6 Directory Assistance Call Completion is available, where facilities permit, when the customer requests connection to the telephone number requested from Directory Assistance. Rate apply in addition charges for Directory Assistance and applicable toll charges as follows:

\$0.35 per call

(N)

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4.4.2 Operator Services

- 4.4.2.1 A customer may obtain the assistance of an operator in the following manner:
- 4.4.2.2 <u>Third Number Billing</u>: Provides the Customer with the capability to charge a call to a third number, which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- 4.4.2.3 <u>Collect Calls</u>: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- 4.4.2.4 <u>Calling Card</u>: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.
- 4.4.2.5 <u>Person to Person</u>: Calls completed with the assistance of an operator to a particular Station and person specified by Caller. The call may be billed to the called party.
- 4.4.2.6 <u>Station to Station</u>: Calls completed with the assistance of an operator to a particular Station. The called may be billed to the called party
- 4.4.2.7 <u>General Assistance</u>: The Customer has the option to request general information from the operator such as dialing instructions, country or city coes, area code information and Company telephone numbers, but does not request the operator complete the call.

4.4.2.8 Operator Service Charges

Service	Fully Automated, Per	Semi-Automated or
	Call	Operator Handled, Per Call
Third Number Billing	\$0.35	\$0.65
Collect Calls	\$0.35	\$0.65
Calling Card	\$0.35	\$0.65
Person to Person	\$2.00	\$2.40
Station to Station	\$2.00	\$2.00
General Assistance	No charge	No charge

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Section 4. <u>Local Services and Rates</u> (cont'd) 4.5 <u>Integrated Services Digital Network</u>

4.5.1 Basic Rate Interface ("BRI")

This section reserved for future use. (A)

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(T)

Section 4. Local Services and Rates (cont'd)

- 4.5 Integrated Services Digital Network (cont'd)
 - 4.5.2 Primary Rate Interface ("PRI")

4.5.2.1 <u>Description</u>

ISDN PRI service provides a twenty-four 64 Kbps channel DS1 for basic local telecommunications service to the public switched network for the transmission of circuit switched voice, circuit switched data and packet switched data. The basic channel structure for ISDN PRI is twenty-three 64 Kpbs "bearer" B-Channels and one 64 Kpbs "signaling" D-Channel. The customer has the option to activate up to 23 B-Channels on the first ISDN PRI and up to 24 B-Channels on additional ISDN PRI arrangements. The B-Channels can be used to connect the Customer's CPE to the Public Circuit Switched Network, e.g., outward, inward, and 2-way network access. Calling Number Delivery, Called Number Delivery, and Hunting functionality are inherent to this service. Telephone numbers for use on PRI Service are available. Additional listings can be obtained. ISDN PRI service provides capability for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.

ISDN PRI service can be ordered with only one B-Channel for single line service.

4.5.2.2 <u>Rates</u>

The following non-recurring and monthly charges apply. (T)

12 Months	Non-Recurring	<u>Monthly</u>	(R)
Base System	\$2000	\$1000.00	
per B-Channel	\$100	\$45.00	
24 Months			
Base System	\$1000	\$950.00	
per B-Channel	\$50	\$45.00	
36 Months			
Base System	\$500	\$800.00	
per B-Channel	\$0	\$45.00	
Reconnect Charge	\$200	\$0.00	(R)

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Section 4 2nd Revised Sheet 32.1 Replacing 1st Revised Sheet 32.1

4.5.3 Primary Rate Interface Inbound-Only

4.5.3.1 Description

ISDN PRI Inbound-Only service provides twenty-four 64 Kbps channel DS1 for telecommunications service to the public switched network for the transmission of circuit switched voice, circuit switched data and packet switched data. The basic channel structure for ISDN PRI Inbound-Only is twenty-three 64 Kpbs "bearer" B-Channels and one 64 Kpbs "control" D-Channel. The customer has the option to activate up to 23 B-Channels on the first ISDN PRI and up to 24 B-Channels on additional ISDN PRI Inbound-Only arrangements. The B-Channels can be used to connect the Customer's CPE to the Public Circuit Switched Network for only inward network access. Calling Number Delivery, Called Number Delivery, and Hunting functionality are inherent to this service. Telephone numbers for use on PRI Service are available. Additional listings can be obtained. ISDN PRI service provides capability for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.

This service does not allow for the origination of phone calls from the CPE. As such it cannot use Operator Assistance, Directory Assistance, or E911 services. The customer must have an alternate means of reaching emergency services, including but not limited to a PRI ISDN circuit that is not ISDN PRI Inbound-Only.

Both Primary Rate Interface and Primary Rate Interface Inbound-Only may be configured with an Out of Calling Scope Option(OOCS). The OOCS is a foreign exchange service, which is a local exchange service that allows the customer to obtain local exchange service from a mandatory local calling area other than the mandatory local calling area where the customer is physically located.

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| (T)

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Section 4. Local Services and Rates (cont'd)

4.5 Integrated Services Digital Network (cont'd)

4.5.3.2 <u>Rates</u> The following non-recurring and monthly charges apply.

12 month Non-Recurring Monthly Base Rate Monthly Rate volume of circuits Per Distance Factor (See Section 4.5.4) 1 to 9 \$1,000.00 \$550.00 plus \$1.20 10 to 49 \$250.00 \$450.00 plus \$1.20 \$400.00 plus 50 or more \$100.00 \$1.20 24 month Monthly Base Rate Non-Recurring Monthly Rate volume of circuits Per Distance Factor (See Section 4.5.4) 1 to 9 \$500.00 \$500.00 plus \$1.10 10 to 49 \$100.00 \$400.00 plus \$1.10 \$350.00 plus 50 or more \$ 0.00 \$1.10 36 month Non-Recurring Monthly Base Rate Monthly Rate volume of circuits Per Distance Factor (See Section 4.5.4) 1 to 9 \$500.00 \$400.00 plus \$1.00 10 to 49 \$300.00 plus \$1.00 \$100.00 50 or more \$ 0.00 \$250.00 plus \$1.00 (A)

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Section 4. Local Services and Rates (cont' d)

4.5.4 Distance Factor

Cape Girardeau

Exchange	Distance Factor
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For customers requesting service prior to the effective date of this tariff sheet, the following distance factors apply (N)

Cape Girardeau	100
Centralia	25
Columbia	0
Fenton	14
Flat River (Park Hills)	56
Fulton	95
Hannibal	95
Harvester	13
Lake Ozark/Osage Beach	136
Manchester	9
Mexico	96
Montgomery City	116
Poplar Bluff	130
Sikeston	126
St. Louis	0
St. Charles	11
Wellsville	116

Customers receiving the services set forth in Section 4.5 prior to the effective will be ab le to add new circuits to existing locations using the mileage factors set forth in Section 4.5.4.

Customers initiating services in Section 4.5 after the effective date of the tariff, the distance factors set forth in Section 4.2 apply

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Section 4. Local Services and Rates (cont'd)

Service Commission

4.6 Frame Relay Service

4.6.1 Description

Frame relay services employ a form of packet switching in which "frames" or packets of various sizes are transmitted between user sites on the basis of Permanent Virtual Circuits (PVCs). Frame relay is intended for data communications applications. Special purpose local loops are required to connect each customer location to a frame switch; access is over a dedicated, digital circuit.

4.6.2. Rates

The Company will provide Frame Relay services to customers under rates on an individual case basis (ICB). ICB rates will be dependent on the company's cost of providing the service to the customer, including, but not limited to, necessary construction to connect the customer or to condition existing facilities, the customer's equipment needs and contract term. In addition, customer's collocation of equipment will be subject to the terms of a written contract setting forth the rates, terms and conditions for such collocation, which is available as space permits. The ICB rates will be structured to recover the company's cost of providing the service and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Commission Staff on a proprietary basis upon request.

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Section 4. Local Services and Rates (cont?d)

4.7 Private Line Services

4.7.1 <u>Description</u>

Private Line Services are non-switched access line services that allow data, voice or video to be carried between the Company's routing equipment and the customer site. Private line services are available only where appropriate facilities are in place. Private line service is a generic term encompassing all unswitched access line services offered over dedicated facilities.

Customers may only purchase private line services from this tariff if the service is used to transmit data and/or to provide access for long distance services when more than 90% of the long distance usage is within the state. This service may not be used to complete local switched voice calls.

The Company will provide private line services to customers under rates on an individual case basis (ICB). ICB rates will be dependent on the company's cost of providing the service to the customer, including, but not limited to, necessary construction to connect the customer or to condition existing facilities, the customer's equipment needs and contract term. The ICB rates will be structured to recover the company's cost of providing the service and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Commission Staff on a proprietary basis upon request.

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4.8 Socket DS3 Service

4.8.1 Description

Socket DS3 Service is a dedicated high capacity channel that provides for the simultaneous two-way transmission at a transmission speed of 44.736 Mbps. The service is available between a customer-designated premises and a Socket Central Office where multiplexing or switching are performed. If the customer purchases the DS3 Port rate element, the customer will have access to and from the public switched telephone network.

Customers may choose to have this service provisioned with an Out of Calling Scope Option (OOCS). The OOCS is a foreign exchange service, which is a local exchange service that allows the customer to obtain local exchange service from a mandatory local calling area other than the mandatory local calling area where the customer is physically located.

4.8.2 Rate Elements

DS3 Cross-Connect - Denotes the DS3 connection between two DS 3 channels in the same serving office. This charge applies when it is necessary to connect a DS3 Trunk facility with a DS3 Transport facility in the same service office.

DS3 Port - Denotes the central office switching facility that provides the customers with access to the public switched telephone network.

DS3 Transport - Denotes the 44.736 Mbps. communications path between the service office serving the customer-designated premise and a Socket Central Office. This rate element does not apply if the customer is served directly by a Socket Central Office.

DS3 Trunk - Denotes the 44.736 Mbps communication path between the customer designated premise and the service office for that premise.

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4.8.3 Application of Rates and Charges

Rates and charges for Socket DS3 Service may include a fixed monthly recurring charge as well as non-recurring charges.

Socket DS 3 Service may be purchased on a month-to-month basis or under a Term Pricing Plan consisting of either a one, three, or five year initial service period. The customer must specify the length of the desired term plan at the time service ordered. In the event the customer cancels service prior to the end of the term plan, early termination penalties as specified in the customer's contract shall apply. If a customer elects not to renew the term plan when it expires, the service will be automatically be billed under the month-to-month rates set forth in this tariff that are in effect at the time the term plan expires.

Should Socket Telecom increase rates during the selected service plan, the customer will have the ability to terminate their term pricing plan within sixty days of the rate increase without incurring any termination penalty. Any decrease in monthly rates will be passed on to customers who participate in an applicable term plan.

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4.8.3 Rates and Charges

A. DS3 Cross-Connect

	Monthly	Non-recurring
<u>Term</u>	Rate	Rate
Month to Month	\$300	\$100
One year	\$250	\$50
Three year	\$250	\$45
Five year	\$250	\$0

B. DS3 Port

	Monthly	Non-recurring
<u>Term</u>	Rate	Rate
Month to Month	\$500	\$1,500
One year	\$400	\$1,000
Three year	\$325	\$900
Five year	\$250	\$0

C. DS3 Transport

<u>Term</u>	Monthly Rate - fixed	Monthly Rate – per distance factor as specified in Section 4.2
Month to Month	\$2,400	\$100
One year	\$2,300	\$95
Three year	\$2,200	\$90
Five year	\$2,100	\$80

D. DS3 Trunk

	Monthly	Non-recurring
<u>Term</u>	Rate	Rate
Month to Month	\$1,700	\$650
One year	\$1,550	\$500
Three year	\$1,375	\$350
Five year	\$1,200	\$0

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Section 5. Special Construction

Service Commission

5.1 Basis for Charges

Where the Company furnishes service for which a rate is not specified in the Company's tariffs or the Company constructs or rearranges facilities for the benefit of a customer, a rate will be established based on the Company's cost and may be in the form of recurring charges, non-recurring charges, termination penalties or a combination thereof.

5.2 Basis for Cost Computation

The costs referred to above may include any or all of the following items:

- 1) The cost of the facilities (including equipment and materials; engineering, labor and supervision; transportation; rights of way; and third-party expenses and obligations);
 - 2) The cost of maintenance;
- 3) Depreciation on the estimated cost (installed) of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
 - 4) Financing charges for debt or lease arrangements;
- 5) Administration, taxes, insurance and uncollectible revenue on the basis of reasonable average costs for these items;
 - 6) License and tariff preparation, processing and related fees;
 - 7) Any other identifiable costs related to the facilities provided; or
 - 8) An amount for return and contingencies.

5.3 <u>Termination Liability</u>

A termination penalty may be required if the customer wishes to discontinue to subscribe to the Company's services for which the special facilities were constructed. The termination liability will be no greater than the costs (as described above) incurred by the Company and will take into consideration any cost recovery that can be accomplished by immediate use of the facilities for another service or by another customer.

In the event that the customer entered into a contract for services for which the special facilities were constructed and if that contract provided for termination penalties other than those described herein, then the contract terms will apply.

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Socket Telecom P.S.C. Mo. No. 2

Section 6 1st Revised Sheet 36 Replacing Original Sheet 36

Section 6. Promotional Offerings

6.1 General

The Company may, upon Commission approval, offer specific incentives during specified promotional periods. The Company will provide written notice to the Commission seven days prior to the commencement of a promotional period, specifying the terms of the promotion, the specific service offered, and the location and dates of the promotion period. The written notice will be filed in this Promotional Offering Section of the Company's Tariff. Any promotions will be offer in a non-discriminatory manner.

6.2 Socket Residential Solutions Promotions

(N)

For a period beginning August 18, 2008 through February 18, 2009, Customers may purchase Socket Residential Solutions Unlimited at the following promotional rates:

Socket Residential Solutions Unlimited flat rate access line, unlimited local calling, including Extended Area Service, eligible vertical features set forth in Section 11.2

\$14.50 per month

Socket Residential Solutions Unlimited also includes unlimited intrastate long distance which will be billed at the following promotional rate

\$9.09 per month

Unlimited long distance is for typical domestic residential voice usage only and cannot be used for any purpose inconsistent with typical domestic voice usage as determined at Socket Telecom, LLC's sole discretion. Socket Telecom, LLC reserves the right to move customers to an alternative plan or suspend, restrict, or cancel customer's service. Calls that fall within the plan are direct dialed U.S. calls. Calls that do not fall within the unlimited long distance plan include, but are not limited to, fax and data calls, long distance calls to dial-up Internet providers, calls to 900 numbers, directory assistance, calling card operator services, international calling, toll free calling services and calls placed by business customers.

(N)

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Effective: August 18, 2008

Section 6

Original Sheet 36.1

6.2 Socket Residential Solutions Promotions (cont.)

For a period beginning August 18, 2008 through February 18, 2008, Customer may purchase Socket Residential Solutions at the following promotional rates.

Socket Residential Solutions includes a flat rate access line, unlimited local calling, including Extended Area Service, eligible vertical features set forth in Section 11.2,

\$14.50 per month

Customers may also purchase intrastate long distance for 6¢ per minute. Customers that purchase intrastate long distance must also purchase interstate long distance.

Optional Services for Socket Residential Solutions

During the promotional period, Customers may purchase the following options for the Socket Residential Solutions plans

Additional Directory Listing/Directory Assistance Listing - \$3.00 per month Home-Based Business Listing - \$7.00 (not available with Socket Residential Solutions Unlimited)

Caller ID Name - \$2.00 per month

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Section 7. Access Services and Rates

7.1 Access Services

This section applies to intrastate access service supplied to customers for origination and termination of traffic to and from central office codes directly assigned to Socket. This section applies only to services used by a customer to originate or terminate intrastate communications, wherein all points of origination and termination are located within the state.

All restrictions stated in the tariffs referenced in Section 7.2 apply as set forth in those tariffs.

7.2 Access Concurrence

In Southwestern Bell Telephone d/b/a AT&T service territory, the Company concurs in the rules, terms,	(T)
conditions and regulations, including footnotes thereto, applying to access with the exception of Identification of	- 1
VoIP-PSTN Traffic as set forth in the presently approved tariffs of Southwestern Bell Telephone Company. The	- 1
Company reserves the right to cancel the above concurrence subject to appropriate regulatory approval.	(T)
Rates for Southwestern Bell Telephone dba AT&T's service territory are set forth below.	(A)
In Embarq Missouri d/b/a CenturyLink's service territory, the Company concurs in the rules, terms,	(T)
conditions and regulations, including footnotes thereto, applying to access services with the exception of	- 1
Identification of VoIP-PSTN Traffic as set forth in the presently approved tariffs of Embarq Missouri, Inc. The	(T)
Company reserves the right to cancel the above concurrence, subject to appropriate regulatory approval. Rates for	(A)
Embarq Missouri d/b/a CenturyLink's service territory are set forth below.	(A)
In CenturyTel of Missouri d/b/a CenturyLink's service territory, the Company concurs in the rules, terms,	(T)
conditions and regulations, including footnotes thereto, applying to access services with the exception of	- 1
Identification of VoIP-PSTN Traffic as set forth in the presently approved tariffs of CenturyTel of Missouri, LLC	- 1
The Company reserves the right to cancel the above concurrence, subject to appropriate regulatory approval. s	(T)
Rates for CenturyTel of Missouri d/b/a CenturyLink's service territory are set forth below.	(A)
In Spectra Communications Group, LLC d/b/a CenturyLink's service territory, the Company concurs in the	(T)
rules, terms, conditions and regulations, including footnotes thereto, applying to access services with the exception	- 1
of Identification of VoIP-PSTN Traffic as set forth in the presently approved tariffs of Spectra Communications	- 1
Group, LLC. The Company reserves the right to cancel the above concurrence, subject to appropriate regulatory	(T)
approval. Rates for Spectra Communications Group LLC d/b/a CenturyLink's service territory are set forth below.	(A)

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Socket Telecom, LLC

PSC Mo No. 2

Original Page 37.1

Section 7. Access Services and Rates (cont'd)

7.3 Identification and Rating of VoIP-PSTN Traffic

1) Scope. VoIP-PSTN Traffic is defined as traffic exchanged between the Company and an access service customer in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet Protocol compatible customer premises equipment. This section governs the identification and rating of VoIP-PSTN Traffic that is required to be compensated at interstate access rates, unless the Company and the access service customer have agreed otherwise, by the Federal Communications Commission in its Report and Order, FCC Release No. 11-161 (Nov. 18, 2011)("FCC Order"). Specifically, this section establishes the method that will be used to separate VoIP-PSTN Traffic from the customer's other intrastate access service traffic in order to subject it to the applicable rates.

- 2) Rating. VoIP-PSTN Traffic identified pursuant to this section of the tariff will be billed at rates equal to the Company's interstate access rates in accordance with the FCC Order. Rates for VoIP-PSTN Traffic are set forth below.
- 3) Calculation. The Company will determine the number of VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied by applying an originating Percent VoIP Usage ("PVU") factor to the total intrastate access MOU originated by Company end users and delivered to the customer, and by applying a terminating PVU factor to the total intrastate access MOU received from a customer and terminated to Company end users.
- 4) Initial PVU. The customer will furnish to the Company an initial terminating PVU factor representing the whole number percentage of the total terminating intrastate access MOU for traffic sent to the Company that is VoIP-PSTN Traffic ("terminating PVU"). The customer will furnish to the Company an originating PVU factor representing the whole number percentage of the total originating intrastate access MOU for traffic received from the Company that is VoIP-PSTN Traffic ("originating PVU"). Both the customer-provided originating PVU and terminating PVU shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g. as report on FCC Form 477), traffic studies, actual call detail or other relevant and verifiable information which will be provided to the Company upon request. If the customer does not furnish the Company with an initial terminating PVU factor by July 15, 2012, the Company will utilize a PVU equal to zero (0).

Issued: May 2, 2012 Effective: July 1, 2012

Socket Telecom, LLC

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Section 7. Access Services and Rates (cont'd)

7.3 <u>Identification and Rating of VoIP-PSTN Traffic</u> (cont'd)

5) Implementation. The Company will begin utilizing the terminating PVU factor in billing within 60 days of receipt of a customer's initial terminating PVU provided that the customer provides the terminating PVU factor by July 15, 2012. Otherwise, the Company will utilize an initial terminating PVU equal to zero (0). Terminating PVU factors received after July 15, 2012 will be considered a PVU Update as set forth below. The originating PVU factor will be implemented beginning July 1, 2014 provided that the customer provides the originating PVU by this date; otherwise the company will utilize an Initial PVU equal to zero (0). Any originating PVU received after July 1, 2014 will be considered a PVU Update as set forth below.

- 6) PVU Updates. The customer may update PVU factors quarterly using the method of calculation set forth in subsection 4) above. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July, and/or October of each year, revised PVU factors based on data for the prior three months, ending in December, March, June, and September, respectively. The revised PVU factors will serve as the basis for future billing and will be effective on the next bill date, and shall serve as the basis for subsequent billing until superseded by new PVU factors. No prorating or back-billing will be done based on the updated PVU factors.
- 7) PVU Verification. Not more than twice in any year, the Company may ask the customer to verify the PVU factors furnished to the Company. The customer shall reasonably supply the records and other information it used to determine its PVU factors within 15 days of the Company request. The customer shall, for verification purposes, retain and maintain the records and information used to determine the PVU factors for at least 12 months after the date it submits those factors to the Company.

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Section 7. Access Services and Rates (cont'd)

7.4 Access Rates¹

7.4.1 Intrastate Access Rates per Access Minute

7.4.1.1 <u>Tandem Rates</u>	Originating	<u>Terminating</u>	
CenturyTel of Missouri d/b/a CenturyLink territory Embarq Missouri d/b/a CenturyLink territory Southwestern Bell Telephone d/b/a AT&T territory Spectra Communications d/b/a CenturyLink territory	\$0.025264 \$0.045016 \$0.009703 \$0.023802	\$0.000000 \$0.000000 \$0.000000 \$0.000000	(C) (C) (C) (C)
7.4.1.2 <u>Local Switching</u>	Originating	<u>Terminating</u>	
CenturyTel of Missouri d/b/a CenturyLink territory Embarq Missouri d/b/a CenturyLink territory Southwestern Bell Telephone d/b/a AT&T territory Spectra Communications d/b/a CenturyLink territory	\$0.025421 \$0.023617 \$0.002563 \$0.025476	\$0.000000 \$0.000000 \$0.000000 \$0.000000	(C)
7.4.2 VoIP-PSTN Traffic Rates per Access Minute			
7.4.1.1 <u>Tandem Rates</u>	<u>Originating</u>	<u>Terminating</u>	
CenturyTel of Missouri d/b/a CenturyLink territory Embarq Missouri d/b/a CenturyLink territory Southwestern Bell Telephone d/b/a AT&T territory Spectra Communications d/b/a CenturyLink territory	\$0.025264 \$0.045016 \$0.009703 \$0.023802	\$0.000000 \$0.000000 \$0.000000 \$0.000000	(C) (C) (C) (C)
7.4.1.2 <u>Local Switching</u>	Originating	<u>Terminating</u>	
CenturyTel of Missouri d/b/a CenturyLink territory Embarq Missouri d/b/a CenturyLink territory	\$0.002000 \$0.003983	\$0.000000 \$0.000000	

\$0.002563

\$0.003393

\$0.000000

\$0.000000

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Southwestern Bell Telephone d/b/a AT&T territory

Spectra Communications d/b/a CenturyLink territory

Issued By: George A. Pfenenger, President Socket Telecom, LLC 2703 Clark Lane Columbia, Missouri 65202 (C)

¹ Socket Telecom, LLC bills both the end office switching rate and the composite tandem rate elements when originating and terminating interexchange calls as its switching facilities provide both the end-office and tandem switching functions.

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Section 8 Original Sheet 38

LOCAL MARKET OPERATIONAL READINESS TRIAL

8.1 General

8.1.1 Purpose

A market trial is intended to enable the Company to test its ability to provide local exchange services for a limited period of time in a particular geographic area. As a part of a market trial, the Company may need to test the capabilities of systems required by a proposed service, including, but not limited to, systems needed to establish, provision, operate, bill and/or collect for service, whether such systems are provided solely by the Company or in combination with systems provided by other carriers or vendors. A market trial is not an offer to provide service to the general public. At or before the end of the testing period, the Company will either make a tariff filing to add the product or service to its tariff or discontinue testing.

8.1.2 Eligibility

A maximum of 50 targeted participants may subscribe to services offered as part of a local market trial. A maximum of 10 participants in any particular exchange may subscribe to services offered as part of a local market trial.

8.1.3 Availability

Services subject to a local market trial are only available in exchanges where Socket Telecom, LLC is certificated to provide basic local and/or non-basic local telecommunications services and where the Company is engaged in a market trial and has facilities available. Each trial will last for a maximum of 12 weeks. Involvement of any particular customer in a local market trial will not exceed 12 weeks.

8.1.4 Services

Local exchange services offered as part of a local market trial will include, but not be limited to, exchange services, custom features (e.g., custom calling, call control options, Caller ID, etc.), directory listings, operator services (e.g., directory assistance, station collect, etc.), E911, and service assistance programs where eligible (e.g., Lifeline).

Issued: October 21, 2004 Effective: November 20, 2004



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LOCAL MARKET OPERATIONAL READINESS TRIAL

8.1 General - (Continued)

8.1.5 Rates

Services offered as part of a local market trial will be offered to trial participants at no charge.

8.1.6 Liability of the Company

The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair, or restoration of a service, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

The Company is not liable for any act or omission of any other communications provider which furnishes a portion of a service.

The Company shall be indemnified, defended, and held harmless against any claims, actions, damages, losses, liabilities, costs and expenses, including reasonable attorney's fees, arising from the use of services offered under this tariff.

Issued: October 21, 2004 Effective: November 20, 2004



P.S.C. Mo. No. 2 Socket Telecom, LLC

Section 9 Original Sheet 40

Section 9 - Socket Integrated Solution Description

9.1 Product Description

Socket Integrated Solution offers business customers a full service package consisting of voice and data channels, calling features, long distance, and various non-regulated services. Customers must order and maintain a minimum of one voice channel.

Non-regulated services provided in conjunction with regulated services and associated terms and conditions are described in Socket sales/marketing materials.

Socket Integrated Solution is offered subject to the availability of facilities and technology and compatibility with customer equipment. Socket Integrated Solution is only available to customers that also purchase a non-regulated data service from the Company or an affiliate.

9.2 Socket Integrated Solution Optional Standard Features

The following features are available upon request at no additional charge:

Hunting, Call Forward Universal, Call Forward Busy/No Answer, Caller ID, Three-Way Calling, Call Waiting, Speed Dial, Auto Redial, Call Hold, Extended Area Calling (where available), Directory Primary Listing, and Account Codes.

Other services/features not listed above can be added to Socket Integrated Solution subject to the rates and conditions specified in the appropriate sections, customer compatibility, and technological compatibility.

Issued: October 12, 2004 Effective: November 11, 2004



9.3 Socket Integrated Solution Pricing

	1 Year Term	2 Year Term	3 Year Term	4 Year Term	5 Year Term	
Monthly Base Rate	\$550	\$500	\$450	\$350	\$300	
Monthly Rate per Distance Factor (See Section 4.2)	\$1.50	\$1.40	\$1.25	\$1.15	\$1.10	
Monthly Per Channel	\$40	\$35	\$30	\$20	\$15	
Non Recurring	\$1000	\$800	\$0	\$0	\$0	(R)

In the event the customer terminates service prior to the end of the agreed upon term, early termination penalties apply as described in the customer's contract.

Issued: July 29, 2005 Effective: August 28, 2005



9.4 Socket Integrated Solution Long Distance Options

9.4.1 - Outbound Long Distance

Customers purchasing Socket Integrated Solution have the option of purchasing domestic outbound long distance. Outbound Long Distance will be measured in six-second increments with a six second per call minimum. Customers agreeing to a specific volume commitment will specify their desired volume commitment.

No volume commitment	10 cents per minute
Min. of 500 minutes per month	8 cents per minute
Min. of 1000 minutes per month	7 cents per minute
Min. of 1500 minutes per month	6 cents per minute

Volume commitment is applied per customer account and will include minutes originated from all voice channels. If the customer fails to meet the volume commitment for three consecutive months, the Company reserves the right to move the customer to the volume commitment that best reflects the customer's actual usage for the previous three months and, on a going-forward basis, adjust the per minute rate accordingly.

9.4.2 - Toll Free Long Distance Option

Customers purchasing Socket Integrated Solution also have the option of purchasing domestic inbound toll-free long distance. Inbound toll-free long distance will be measured in six-second increments with a six second per call minimum. Customers agreeing to a specific volume commitment will specify their desired volume commitment.

No volume commitment	11 cents per minute
Min. of 500 minutes per month	9 cents per minute
Min. of 1000 minutes per month	8 cents per minute
Min. of 1500 minutes per month	7 cents per minute

Volume commitment is applied per customer account and will include minutes originated from all voice channels. If the customer fails to meet the volume commitment for three consecutive months, the Company reserves the right to move the customer to the volume commitment that best reflects the customer's actual usage for the previous three months and, on a going-forward basis, adjust the per minute rate accordingly.

Issued: October 12, 2004 Effective: November 11, 2004



Socket Telecom P.S.C. Mo. No. 2

Section 9 4th Revised Sheet 43 Replacing 3rd Revised Sheet 43

9.5 Socket Integrated Solutions Miscellaneous Options

Additional Directory Listings: \$2.00 per additional listing

Toll Restriction:

\$1.00 per month per number

Remote Call Forwarding:

\$25.00 per month for 5 paths (5 path minimum) \$10.00 per month for each additional path

Direct-Inward-Dial Numbers:

\$25 for a block of up to 25 numbers \$40 for a block of up to 26 to 100 numbers

Optional Metropolitan Calling Plan¹

St. Louis Metro/Kansas City Metropolitan Calling

 Optional Tier 3
 \$20.00

 Optional Tier 4
 \$40.00

 Optional Tier 5
 \$65.00

 Optional Tier 6
 \$70.00

Springfield Metropolitan Calling

Optional Tier 2 \$17.50

9.6 Out of Calling Scope Option

Customers may choose to have this service provisioned with an Out of Calling Scope Option (OOCS). The OOCS is a foreign exchange service, which is a local exchange service that allows the customer to obtain local exchange service from a mandatory local calling area other than the mandatory local calling area where the customer is physically located.

Per channel

\$75.00

9.7 Additional Charges

Customer Trip Charge - Customer Not Ready/Not Available

This charges applies each time Company makes a trip to a customer premise for an installation or repair appointment and is unable to perform the necessary work because customer is not ready or not available.

Per Trip

\$85.00

1. Rates for Optional MCA Service apply only to new customers adding new service after the effective date of this tariff sheet and to existing customers that add additional channels.

Issued: Sept. 11, 2007

Effective: Oct. 11, 2007

Issued By: George A. Pfenenger, President Socket Telecom, LLC 2703 Clark Lane Columbia, Missouri 65202 (T)

(T)

Section 10. Miscellaneous Services

10.1 Remote Call Forwarding Service

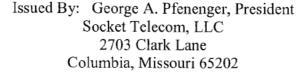
A. General

- 1. Remote Call Forwarding (RCF) service is a service whereby a call placed from the originator to a customer's Remote Call Forwarding telephone number is automatically forwarded to the customer's (1) Local Exchange Service, (2) 800 Service or Long Distance Message Telecommunications Service, or (3) Foreign Exchange Service (FX) Service.
- 2. The telephone number equipped for RCF Service is hereinafter referred to as an RCF number.

B. Conditions

- 1. RCF Service is offered subject to the availability of suitable facilities.
- 2. RCF Service is not offered where the terminating station is a coin telephone.
- 3. The Telephone Company will not provide identification of the originating telephone number to the Remote Call Forwarding customer.
- 4. Transmission characteristics may vary depending on the distance and routing necessary to complete the remotely forwarded call.
- 5. RCF Service may not be suitable for satisfactory transmission of data.
- 6. RCF Service is provided on the condition that the customer subscribe to sufficient facilities to adequately handle calls to the Remote Call Forwarding customer without interfering with or impairing any services offered by the Telephone Company.

Issued: May 15, 2007 Effective: June 14, 2007





Section 10.1 – Remote Call Forwarding (Continued)

C. Rates and Charges

1. The following charges are for the RCF Service only and are in addition to applicable charges for other services.

Remote Call Forwarding per access path

\$16.95 per month.

- 2. Usages Charges The Customer is responsible for any applicable charges between the forwarding location and the answering location.
- D. Directory Listings

One listing covering the exchange in which the answering location is located is provided at no charge. Additional Directory Listings may be obtained at the applicable rates for additional Directory Listings.

Section 10.1 – Stand Alone Universal Emergency Services

A. Consistent with Section 3.1.8 Universal Emergency Telephone Number Service ("E-911") and subject to the terms and conditions of this tariff, Socket will provide E-911 service separate and apart from other Local Exchange Services, including basic local exchange service. This service will only be provided when customer purchases unregulated information services such as Digital Subscriber Line services from Socket and/or any Socket affiliate. This service may not be available in all areas.

(N)

(N)

B. This service will provided at no charge.

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JC-2013-0352

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Section 11

Original Sheet 46

Section 11. Socket Residential Solutions Service

11.1 Product Description

Socket Residential Solutions Service Bundles are packages of services available to residential customers. Customer's subscribing to Socket Residential Solutions are required to purchase additional unregulated and interstate services.

11.1.1 Socket Residential Solutions Unlimited

Socket Residential Solutions Unlimited includes a flat rate access line, unlimited local calling, including Extended Area Service, eligible vertical features set forth in Section 11.2, and unlimited intrastate long distances.

Socket Residential Solutions Unlimited are required to purchase unlimited interstate long distance services from Socket.

11.1.2 Socket Residential Solutions

Socket Residential Solutions includes a flat rate access line, unlimited local calling, including Extended Area Service, eligible vertical features set forth in Section 11.2, and intrastate long distance for 6¢ per minute.

Socket Residential Solutions are required to purchase interstate long distance services from Socket.

Issued: July 18, 2008 Effective: August 17, 2008

Section 11. Socket Residential Solutions

11.2 Eligible Vertical Features

Customers will receive the following Eligible Vertical Features as part of their bundle.

Anonymous Call Rejection
Call Forward Busy
Call Forward No Answer
Call Forwarding
Call Return *69
Call Waiting
Call Waiting ID
Caller ID Number Only
Cancel Call Waiting
Distinctive Ring
Selective Call Accept/Forward/Reject
Speed Call 8
3-Way Calling
Voice Mail

11.3 Options

- 1. Customers will receive one free white pages listing with each access line. However, customers may choose to have additional directory listings at rates specified elsewhere in this tariff. Customers may choose to have no directory listing at no additional charge.
- 2. Customers of Socket Residential Solutions may choose to have a Home-Based Business Directory Listing for additional \$7.50 per month (subject to availability).
- 3. Customers of Socket Residential Solutions may choose toll restriction at no additional charge.
- 4. Customers may add Caller ID Name for an additional fee specified in Section 11.5

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Socket Telecom P.S.C. Mo. No. 2

Section 11 1st Revised Sheet 48 Replacing Original Sheet 48

\$60.00

Section 11. Socket Residential Solutions Service

Socket Residential Solutions

11.4 Terms and Conditions specific to Socket Solutions Bundles

 Customers subscribing to Socket Residential Solutions Bundles will receive the features set forth in Section 11.2. plus Socket's entry-level unregulated DSL product. Higher Speeds can be added and will appear separately on the bill. All other recurring charges applicable to an access line are included. Among other things, this includes, but is not limited to surcharges, Subscriber Line Charges, and taxes. 	(N) (N) (N)
11.5 Rates	
Columbia, Sedalia, Moberly, Mexico and Fulton Exchanges Socket Residential Solutions Unlimited \$80.00	(N) (N)

		(D)
Optional Caller ID Name with Voice Service	\$2.00	(R)

Jefferson City Exchange Socket Residential Solutions Unlimited Socket Residential Solutions	\$85.00 \$65.00	(N) (N) (N)
Optional Caller ID Name with Voice Service	\$2.00	(R)

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Section 12. Socket Local Choice Residential Service

12.1 Product Description

Socket Local Choice Residential Service is a package of services available to residential customers. Socket Local Choice Residential Service includes a flat rate access line, vertical features set forth in Section 11.2 and intrastate interexchange service for 6¢ per minute. Customers may purchase unregulated services in conjunction with Socket Local Choice. Customers receiving intrastate interexchange service from Socket Telecom, LLC must also purchase interstate interexchange service from Socket Telecom, LLC.

Rather than receive interexchange service from Socket Telecom, LLC, a customer may select another interexchange carrier. In the event a customer does select another long distance carrier, the rates, terms, and conditions of service will be governed by that carrier's tariffs and Socket Telecom, LLC's tariff will not be applicable to interexchange services.

Customers purchasing Local Choice Residential Service may also elect not to receive non-basic local exchange services and unregulated services.

12.2 Eligible Vertical Features

Anonymous Call Rejection
Call Forward Busy
Call Forward No Answer
Call Forwarding
Call Return *69
Call Waiting
Call Waiting ID
Caller ID Number Only
Cancel Call Waiting
Distinctive Ring
Selective Call Accept/Forward/Reject
Speed Call 8
3-Way Calling
Voice Mail

Issued: July 18, 2008 Effective: August 17, 2008

Section 12 1st Revised Sheet 50 Replacing Original Sheet 50

Section 12. Socket Local Choice Residential Service

12.3 Options

- A. Customers will receive one free white pages listing with each access line. However, customers may choose to have additional directory listings at rates specified elsewhere in this tariff. Customers may choose to have no directory listing at no additional charge.
- B. Customers of Socket Local Choice Residential Service may choose to have a Home-Based Business Directory Listing for additional \$7.50 per month (subject to availability).
- C. Customers of Socket Local Choice Residential Service may choose toll restriction at no additional charge.
- D. Customers may add Caller ID Name for an additional fee specified in Section 12.5

12.4 Terms and Conditions specific to Socket Local Choice Residential

- 1. Customers subscribing to Socket Socket Local Choice Residential Service will receive the features set forth in Section 11.2.
- 2. All other recurring charges applicable to an access line apply. Among other things, this includes, but is not limited to surcharges, Subscriber Line Charges, and taxes

12.5 Rates

Columbia, Sedalia, Moberly, Mexico and Fulton Exchanges		(N)
Socket Local Choice Residential Service	\$40.00	
Optional Caller ID Name with Voice Service	\$2.00	(R)
Jefferson City Exchange Socket Local Choice Residential Service	\$45.00	(N) (N)
Optional Caller ID Name with Voice Service	\$2.00	(R)

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