

**Winstar Communications, LLC**

Missouri P.S.C. Tariff No. 1  
1st Revised Adoption Notice  
Replacing Original Adoption Notice

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Missouri Public  
Service Commission

REC'D APR 01 2002

**ADOPTION NOTICE**

Pursuant to Orders of the Missouri Public Service Commission, issued in Case Nos. TM-2002-354 and TA-2002-353, Winstar Communications, LLC was authorized to adopt the interexchange services tariff of Winstar Wireless, Inc.

Winstar Communications, LLC hereby adopts ratifies and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notice concurrences, schedule agreements, division, authorities or other instruments whatsoever, filed with the Missouri Public Service Commission, by Winstar Wireless, Inc. prior to the effective date of the Commission's Orders issued in Case Nos. TM-2002-354 and TA-2002-353.

By this notice Winstar Communications, LLC also adopts and ratifies all supplements or amendments to any of the above schedules, etc. which Winstar Wireless, Inc. has heretofore filed with the Commission.

Missouri Public  
Service Commission

02-353  
FILED APR 17 2002

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Issued: April 1, 2002

Effective: April 17, 2002

Issued by:

Kimberley A. Bradley  
Senior Director of Regulatory Affairs  
Winstar Communications, LLC  
1850 M Street, N.W., Suite 300  
Washington, DC 20036

CANCELLED  
September 28, 2008  
Missouri Public  
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TC-2008-0346

WINSTAR WIRELESS, INC.

Missouri P.S.C. Tariff No. 1  
Original Adoption Notice Page

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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Missouri Public  
Service Commission

REC'D NOV 16 1998

ADOPTION NOTICE

WinStar Wireless, Inc. hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all tariffs, schedules, rules, notices, concurrences, schedule agreements, division, authorities or other instruments whatsoever, filed with the Missouri Public Service Commission, State of Missouri, by WinStar Wireless of Missouri, Inc. prior to December 31, 1998 (collectively hereinafter referred to as the Tariff Sheets).

By this notice, WinStar Wireless, Inc. also adopts and ratifies all supplements or amendments to any of the Tariff Sheets which WinStar Wireless of Missouri, Inc. has heretofore filed with said Commission. This notice may be made effective as of the date it is filed with the Commission pursuant to 4 CSR 240-30.010(22).

---

Issued: November 16, 1998

Effective: December 31, 1998

Issued by: Robert G. Berger, Vice President  
1146 19<sup>th</sup> Street, N.W., Suite 250  
Washington, D.C. 20036

Missouri Public  
Service Commission

FILED DEC 31 1998

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Winstar Communications, LLC

Missouri P.S.C. Tariff No. 1  
Second Revised Title Page  
Supercedes First Revised Title Page

Missouri Public

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Service Commission

REGULATIONS AND SCHEDULE OF CHARGES

FOR

INTRASTATE COMMUNICATIONS SERVICES

BY

WINSTAR COMMUNICATIONS, LLC

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02 - 353  
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Issued: April 1, 2002

Effective: April 17, 2002

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Senior Director of Regulatory Affairs  
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WINSTAR WIRELESS  
OF MISSOURI, INC.

Tariff MO P.S.C. No. 1  
First Revised Title Page  
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MISSOURI

REGULATIONS AND SCHEDULE OF CHARGES

FOR

INTRASTATE COMMUNICATIONS SERVICES

BY

WINSTAR WIRELESS OF MISSOURI, INC.

[This Tariff supersedes Avant-Garde Telecommunications  
of Missouri, Inc.'s Tariff MO P.S.C. No. 1  
for Intrastate Communications Services]

Issued: September 19, 1995

Effective: October 19, 1995

WinStar Wireless of Missouri, Inc.  
David W. Ackerman, President  
7799 Leesburg Pike, Suite 401 South, Tysons Corner, VA 22043

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# Missouri Public

Winstar Communications, LLC

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Missouri P.S.C. Tariff No. 1

Second Revised Page 1

Supercedes First Revised Page 1

## Service Commission

### LIST OF WAIVERS

Winstar Communications, LLC is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived pursuant to the Commission's Orders in Case No. TA-2002-353:

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#### Statutes

392.210.2	-	Uniform system of accounts
392.240.1	-	Rates-rentals-service & physical connections
392.270	-	Valuation of property (ratemaking)
392.280	-	Depreciation accounts
392.290	-	Issuance of securities
392.300.2	-	Acquisition of stock
392.310	-	Stock and debt issuance
392.320	-	Stock dividend payment
392.330	-	Issuance of securities, debts and notes
392.340	-	Reorganization(s)

(T)

#### Commission Rules

4 CSR 240-10.020	-	Depreciation fund income
4 CSR 240-30.010(2)(C)	-	Posting of tariffs
4 CSR 240-30.040	-	Uniform system of accounts
4 CSR 240-33.030	-	Minimum charges
4 CSR 240-35	-	Customer-specific arrangements

(T)

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OF MISSOURI, INC.

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Tariff MO P.S.C. No. 1

First Revised Page 1

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Supersedes Original Page 1

LIST OF WAIVERS

WinStar Wireless of Missouri, Inc. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived pursuant to Sections 392.420, RSMo 1994:

- 4 CSR 240-10.020 - Depreciation of fund income.
- 4 CSR 240-30.010(2)(C) - Posting of exchange rates at central operating offices.
- 4 CSR 240-32.030(1)(B)(C) - Exchange area maps and record of access lines.
- 4 CSR 240-32.030(2) - In-state record keeping.
- 4 CSR 240-32.050(3)-(6) - Information concerning local service tariffs, maps, directories, intercept and telephone numbers.
- 4 CSR 240-32.070(4) - Coin telephone availability.
- 4 CSR 240-33.020(1)(C) - Definitions-Billing Period.
- 4 CSR 240-33.030 - Information regarding lowest price available.
- 4 CSR 240-33.040(1), (4)  
and (5) - Financing fee and quarterly billing.
- Section 392.240(1) - Rates. Average return on investment.
- Section 392.270 - Property valuation.
- Section 392.280 - Depreciation accounts.
- Section 392.290 - Issuance of stocks and bonds.
- Section 392.310 - Issuance of stock.
- Section 392.320 - Stock dividends.
- Section 392.330 - Issuance of securities, debts and rates.
- Section 392.340 - Capitalization reorganization.

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APR 17 2002

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WinStar Wireless of Missouri, Inc.  
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APPLICATION OF TARIFF

MISSOURI  
Public Service Commission

This tariff sets forth the regulations and rates applicable to the intrastate communication services provided by the Carrier throughout the state.

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EXPLANATIONS OF SYMBOLS, REFERENCE MARKS,  
ABBREVIATIONS OF TECHNICAL TERMS, SHEET NUMBERING  
AND PARAGRAPH NUMBERING USED IN THIS TARIFF

SEP 19 1995  
MISSOURI  
Public Service Commission

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

- R to signify reduction,
- I to signify increase,
- C to signify changed regulations,
- T to signify a change in text but no change in rate or regulation,
- S to signify reissued matter,
- M to signify matter relocated without change,
- D to signify discontinued rate or regulation,
- N to signify new rate or regulation,
- Z to signify a correction.

SHEET NUMBERING

Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 8 and 9 would be 8.1. Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Missouri Public Service Commission. For example, the 3rd revised Sheet 8 cancels the 2nd revised Sheet 8.

PARAGRAPH NUMBERING SEQUENCES

There are several levels of paragraph coding. Each level of coding is subservient to its next higher level, for example a paragraph coded 2.1.1 would be subservient to paragraphs 2.1 and 2.

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SEP 19 1995

1. DEFINITIONS

MISSOURI  
Public Service Commission

Application for Service	Refers to Carrier's order form which includes all pertinent technical, billing and other information which will enable WinStar to provide service.	(T)
Authorized User	A person, firm, corporation or other entity authorized by the Customer to receive or send communications.	
Bandwidth	The difference, expressed in Hertz, between the highest and lowest frequencies of a band constituting a channel or circuit.	
Carrier or Company	WinStar Wireless of Missouri, Inc.	(T)
Channel or Circuit	A transmission path or paths between two or more points having a bandwidth or transmission speed suitable to render service to a Customer.	
Commission	Refers to the Missouri Public Service Commission.	
Customer	The person, firm, corporation, or other entity which orders service and which is responsible for the payment of charges and for compliance with WinStar tariff regulations.	(T)
Data	Any representation such as characters (digital or analog quantities) to which meaning is assigned.	
Hertz	Cycles per second.	

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WINSTAR WIRELESS  
OF MISSOURI, INC.

Tariff MO P.S.C. No. 1  
Second Revised Page No. 7  
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1. DEFINITIONS (Cont'd.)

SEP 19 1995

Kbps	Kilobits per second.	MISSOURI Public Service Commission
Installation	The connection of a circuit, dedicated access line or port for a new, change of, or additional service.	
Month	A month is considered to consist of thirty (30) days.	
Order Cancellation	A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to commencement of service.	
Physical Change	The modification of an existing circuit, dedicated access line or port at the request of a Customer and requiring some physical change or re-termination.	

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OF MISSOURI, INC.

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SEP 19 1995

1. DEFINITIONS (Cont'd.)

Premises The space designated by a Customer at its, or its authorized user's, place or places of business for termination of WinStar service whether for the Customer's or its authorized user's communications needs. (T)

Service Point The location or locations where the Carrier's equipment is interconnected with the facilities provided.

Terminal Equipment Devices, apparatus and their associated wiring such as teleprinters, telephone handsets or data sets.

Transmission Speed Data transmission speed or rate in bits per second (bps).

Voice Grade A communications path between two or more points comprised of any form or configuration of physical plant capable of, and typically used in the telecommunications industry for, the transmission of the human voice and associated telephone signals within the bandwidth of approximately 300 to 3400 Hertz.

Zero Mile Circuit A circuit between 0 miles and 3/4 of a mile in length.

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2. REGULATIONS

SEP 19 1995

2.1 Limitations

MISSOURI  
Public Service Commission

- 2.1.1 The obligation of the Carrier to furnish service is conditioned upon its ability to secure and retain suitable facilities and is subject to the provisions of this tariff.
- 2.1.2 The Carrier reserves the right to limit or to allocate the use of existing facilities or additional facilities offered by the Carrier, when necessary, because of a lack of facilities or due to any other cause beyond the Carrier's control.
- 2.1.3 The Carrier reserves the right, upon written notice, to discontinue furnishing service when necessitated by conditions beyond its control, legal requirements, changes in law or lawful governmental orders or proceedings or when a Customer is using the service in violation of the provisions of the tariff or applicable law.

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2. REGULATIONS (Cont'd.)

SEP 19 1995

2.2 Liability

MISSOURI

Public Service Commission

2.2.1 Except as otherwise stated in this section, the liability of the Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) 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 2.13.

2.2.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.13, the Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

2.2.3 The liability of the Carrier 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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2. REGULATIONS (Cont'd.)

SEP 19 1995

2.2 Liability (Cont'd.)

MISSOURI  
Public Service Commission

2.2.4 The Carrier shall not be liable for any claims for loss or damages involving:

(C)

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Carrier; or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond the Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of the Carrier's facilities and services;
- D. 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 Carrier-provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;

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2. REGULATIONS (Cont'd.)

SEP 19 1995

2.2 Liability (Cont'd.)

MISSOURI  
Public Service Commission

- 2.2.4 E. Breach in the privacy or security of communications transmitted over the Carrier's facilities;
- F. Changes in any of the facilities, operations or procedures of the Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Carrier and is not provided to the Customer, in which event the Carrier's liability is limited as set forth in subsection 2.2.1 of this Section 2.2.
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Carrier's facilities;
- I. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for the Carrier and/or is not authorized by the Carrier;

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2. REGULATIONS (Cont'd.)

SEP 19 1995

2.2 Liability (Cont'd.)

MISSOURI  
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- 2.2.4 J. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
- K. Any act or omission in connection with the provision of 911, E911, or similar services;
- L. Any noncompletion of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.

(C)

- 2.2.5 The Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, 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 Carrier or Customer equipment or facilities or service provided by the Carrier.

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2. REGULATIONS (Cont'd.)

SEP 19 1995

2.2 Liability (Cont'd.)

MISSOURI  
Public Service Commission

2.2.6 The Carrier does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, 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 equipment or facilities or the service.

2.2.7 The Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

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2. REGULATIONS (Cont'd.)

SEP 19 1995

2.2 Liability (Cont'd.)

MISSOURI

Public Service Commission

2.2.8 Any claim of whatever nature against the Carrier shall be deemed conclusively to have been waived unless presented in writing to the Carrier within thirty (30) days after the date of the occurrence that gave rise to the claim.

(C)

2.2.9 THE CARRIER 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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2. REGULATIONS (Cont'd.)

SEP 19 1995

2.3 Specific Obligations of the Customer

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Public Service Commission

The Customer shall provide, at its own expense, unless otherwise specifically negotiated by the Customer and the Carrier:

- 2.3.1 reasonable care for the equipment of Carrier on the Customer's premises;
- 2.3.2 without cost to Carrier, the power required to operate Carrier's equipment installed on the premises of the Customer:
- 2.3.3 space, heating and cooling, conduit, electrical wiring and power outlets for safe operation of Carrier's equipment located on the premises of the Customer;
- 2.3.4 access to the Customer's premises for tests and inspection of services and/or maintenance of Carrier's equipment at a time agreeable to both the Carrier and the Customer. No allowance will be made for the period during which the service may be interrupted for such purposes;
- 2.3.5 interior wiring and equipment beyond each station termination; and
- 2.3.6 payment of all charges for services in accordance with this tariff.

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TC-2008-0346

WinStar Wireless of Missouri, Inc.  
David W. Ackerman, President  
7799 Leesburg Pike, Suite 401 South, Tysons Corner, VA 22043

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WINSTAR WIRELESS  
OF MISSOURI, INC.

Tariff MO P.S.C. No. 1  
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2. REGULATIONS (Cont'd.)

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2.4 Service Period

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The minimum service period for 38 GHz Service is one (1) month at the rates specified in Section 4.

2.5 Termination

In the event that service is terminated by Carrier pursuant to Sections 2.11 or 2.16 of this tariff, or that service is terminated by the Customer for convenience, the Customer shall be responsible for all charges and expenses incurred to the date of termination and the Customer shall incur termination charges as set forth in Section 4 of this tariff. Customer-initiated termination of service shall require a minimum of fifteen (15) days advance written notice from the Customer to the Carrier.

(T)

(T)

2.6 Cancellation of Service by a Customer

If, based on an order by a Customer, any construction has begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

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2. REGULATIONS (Cont'd.)

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2.7 Payment Arrangements

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2.7.1 Payment for Service

The Customer is responsible for payment of all charges for facilities and services furnished to the Customer. Charges for installations, physical changes, expedites, or for cancellation of orders are payable upon completion. If, because of any such activity a non-WinStar carrier or supplier levies additional charges, these charges shall be passed on to the Customer. Recurring charges are billed in advance.

(T)

2.7.2 Billing and Collection of Charges

Billing will be payable upon receipt.

- A. Except as otherwise provided in subdivision (b) of this Section, interest at the rate of 1.5% per month (unless proscribed by law, in which event, at the highest rate allowed by law) will accrue upon any unpaid amount commencing thirty (30) days after the date of billing.
- B. For billing and collection purposes, every month is considered to have thirty (30) days.
- C. When service does not begin on the first day of the month, or end on the last day of the month, service will be furnished and billed on a pro rata basis.

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2.7 Payment Arrangements (Cont'd.)

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2.7.2 Billing and Collection of Charges (Cont'd.)

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Billing and collection services may be provided by the Carrier or provided by others including the Customer's local exchange carrier on behalf of the Carrier. When billing and collection are the responsibility of the local exchange carrier or party other than the Carrier, Carrier shall assume no liability for any injury arising from the local exchange carrier's or other party's billing and collection practices.

2.7.3 Deposits

Applicants or Customers whose financial condition is not acceptable to Carrier may be required at any time to make a deposit for the service to be provided. The deposit shall bear simple interest per annum at the rate of one per cent (1%) above the prime lending rate as published in the Wall Street Journal for the last business day of April. This rate will be adjusted annually May 1 of each year. At Carrier's option, such deposits may be refunded or credited to the Customer at any time prior to termination of service.

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2.7 Payment Arrangements (Cont'd.)

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2.7.4 Standard Installation

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- A. The charges set forth in this tariff for channel terminations installations made at the Carrier's or Customer's office, plant or work area premises during the hours of 8:00 a.m. to 4:30 p.m. Any installations to be made under other circumstances may be subject to additional charges. (T)
- B. A standard installation includes the following components: (T)  
(i) one pair of radio transceivers; (ii) up to 400 feet of fire retardant cable on both ends; (iii) two 120v ac power supplies; (iv) DB 50 connectorized interface between Carrier's facilities and the Customer's interface; (v) penetrating roof mount, tower stand-off or penetrating lateral mount, including necessary labor and hardware, and (vi) alignment and testing of the installations. Additional costs associated with installations shall be charged to the customer on a time and materials basis.

2.7.5 Surcharges and Taxes

The Customer is responsible for the payment of any local, state or federal sales, excise, access or other surcharges or taxes imposed on or based upon the provision, sale or use of services provided pursuant to this tariff, unless otherwise exempt as a matter of law.

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2.8 Contested Charges

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All bills are presumed accurate, and shall be absolutely binding on the Customer unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Subscriber and Carrier for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

2.8.1 First, the Customer may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

2.8.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Missouri Public Service Commission. The Commission's address is:

Missouri Public Service Commission  
301 W. High Street, P.O. Box 360  
Harry S Truman State Office Building  
Room 530  
Jefferson City, Missouri 65102

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2. REGULATIONS (Cont'd.)

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2.9 Restoration of Service

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Public Service Commission

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.10 Inspection

The Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation or maintenance of Customer or Carrier equipment. The Carrier may interrupt the service at any time, without liability to Carrier, because of departure from any of the tariff requirements.

2.11 Cancellation for Cause by the Carrier

Upon a violation of any law or of the provisions governing the furnishing of service under this tariff, Carrier may, without incurring liability, immediately cease the furnishing of such service. Upon nonpayment of any sum owing to Carrier, Carrier may, without incurring liability, cease the furnishing of services upon seven (7) days written notice to Customer. In the event Carrier ceases service, Customer shall incur the termination charges as specified in Sections 2.5 or 4.3.

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2.12 Testing and Adjusting

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Upon reasonable notice, the channels provided by Carrier shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made. The Carrier may interrupt the service at any time, without liability, because of emergency conditions.

2.13 Interruption and Service Allowance

(C)

2.13.1 General

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by the Carrier under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Carrier to be impaired.

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2.13 Interruption and Service Allowance (Cont'd.)

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2.13.2. Limitations on Allowances

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Public Service Commission

(C)

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

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Carrier, including but not limited to the Customer or other common carriers connected to the service of the Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by the Carrier;
- C. due to circumstances or causes beyond the control of the Carrier;
- D. during any period in which the Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;
- F. during any period when the Customer has released service to the Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

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2.13 Interruption and Service Allowance (Cont'd.)

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2.13.2. Limitations on Allowances (Cont'd.)

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Public Service Commission

(C)

- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to the Carrier within thirty (30) days of the date that service was affected.

2.13.3 Application of Credits for Interruptions of Service

- A. Credits for interruptions of service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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2.13 Interruption and Service Allowance (Cont'd.)

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2.13.3 Application of Credits for Interruptions of Service (Cont'd.)

(C)

D. Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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2. REGULATIONS (Cont'd.)

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2.13 Interruption and Service Allowance (Cont'd.)

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2.13.3 Application of Credits for Interruptions of Service (Cont'd.)

(C)

- E. Continuous Interruption Over 24 Hours and Less Than 72 Hours.  
Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

(C)

2.14 Use of Service or Channels for Unlawful Purpose

The services and channels of Carrier are furnished subject to the condition that they will not be used for any unlawful purpose.

2.15 Hours of Service

Service is furnished twenty-four hours per day, seven days per week.

Material previously contained on this page is now located on Page 25.

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2. REGULATIONS (Cont'd.)

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2.16 Violation of Regulations

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Where any Customer-provided equipment and/or communications system is used with Carrier's facilities in violation of the provisions of this tariff, the Carrier will take such immediate action as may be necessary for its protection and will promptly notify the Customer of the violation. The Customer shall discontinue such use of equipment or communications systems which it provides, or shall correct the violation and confirm in writing to the Carrier within ten days following notice of violation from Carrier, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to Carrier within the time stated above shall result in suspension of the Customer's service until such time as the Customer complies with the provisions of this tariff.

(M)

(M)

2.17 Agency

WinStar Wireless, Inc. is the Carrier's management and marketing agent and is authorized to contract on Carrier's behalf with Customer for services provided by Carrier pursuant to this tariff.

2.18 Transfers and Assignments

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

Material previously located on Page 24 is now contained on this page.

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3. DESCRIPTION OF SERVICE

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3.1 38 GHz Service

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38 GHz Service is a point-to-point microwave facility that utilizes the 38 GHz radio frequency bandwidth to provide dedicated intrastate communications links.

3.2 Transmission Service

3.2.1 Transmission Service is offered via the Carrier's facilities for the transmission of one-way and two-way communications.

3.2.2 Digital channels over the Carrier's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

1.544 Mbps (DS-1)

Digital channels operating at speeds other than those listed above may be provided at the Carrier's option on an Individual Case Basis ("ICB"). Rates for services offered on an ICB will be structured to recover the Carrier's cost of providing the services. Terms of specific ICB contracts will be made available to the Commission upon request on a proprietary basis. The rates for the operating speeds outlined above are described in Section 4.

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4. RATES & CHARGES

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4.1 38 GHz Service

MISSOURI  
Public Service Commission

38 GHz service is available 24 hours per day, seven days per week.

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4.1.1 DS-1 Rates

(N)

DS-1 service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video.

(N)

Kansas City

Installation (Per Circuit):		\$1,080.00
Zero Mile Circuit:		281.00
Add'l Miles:	1st Mile	58.00
	Add'l Miles	15.00
Term Discount:	24 Months	3.0%
	36 Months	5.0%

St. Louis

Installation (Per Circuit):		\$1,080.00
Zero Mile Circuit:		281.00
Add'l Miles:	1st Mile	58.00
	Add'l Miles	15.00
Term Discount:	24 Months	3.0%
	36 Months	5.0%

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4. RATES & CHARGES

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4.1 38 GHz Service (Cont'd.)

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4.1.2 DS-3 Rates

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DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 channels or 672 Voice, Analog Data or Digital Data channels.

Kansas City

Installation (Per Circuit):		\$1,288.00
Zero Mile Circuit:		3,900.00
Add'l Miles:	1st Mile	933.00
	Add'l Miles	118.00
Term Discount:	12 Months	0.0%
	24 Months	0.0%
	36 Months	10.0%
	48 Months	10.0%
	60 Months	17.0%

St. Louis

Installation (Per Circuit):		\$1,288.00
Zero Mile Circuit:		3,900.00
Add'l Miles:	1st Mile	933.00
	Add'l Miles	118.00
Term Discount:	12 Months	0.0%
	24 Months	0.0%
	36 Months	10.0%
	48 Months	10.0%
	60 Months	17.0%

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4. RATES & CHARGES (Cont'd.)

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4.2 Individual Case Basis

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When Carrier furnishes a facility and/or service to which a rate or charge is not specified in Carrier's tariff, charges will be determined on an Individual Case Basis ("ICB"). The rates will be structured to recover the Carrier's cost of providing the services. Terms of specific ICB contracts will be made available to the Commission upon request on a proprietary basis. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

4.3 Termination Liability

In the event that the Customer terminates service prior to the expiration of the minimum service period set forth in Section 2.4.1 (or as otherwise provided for in this tariff) or Carrier terminates service pursuant to Sections 2.5, 2.11 or 2.16, the Customer shall be liable to Carrier for: the number of months or portion of month remaining within the minimum service period, times the then current monthly charge or pro-rata monthly charge payable on the effective date of Customer termination or Carrier cancellation. (T) (T)

4.4 Special Promotions

Carrier may from time to time engage in special service offerings designed to attract new customers or to increase existing customers awareness of a particular tariff offering. These promotions will be subject to prior notification and approval by the Missouri Public Service Commission.

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