
WHOLESALE TARIFF

ADOPTION NOTICE

CenturyLink of Missouri, LLC d/b/a CenturyLink, 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 or other instruments filed with the Public Service Commission, State of Missouri, under the name **CenturyLink** of Missouri, LLC currently on file with and approved by the Commission.

Effective September 28, 2017, Spectra Communications Group, LLC d/b/a CenturyLink adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, this CenturyLink of Missouri, LLC d/b/a CenturyLink Wholesale Tariff PC MO. No. 10 on filed with the Public Service Commission, State of Missouri, by CenturyLink of Missouri, LLC currently on file with and approved by the Commission. This adoption is concurrent with the withdrawal by Spectra Communications Group, LLC d/b/a CenturyLink of its Wholesale Tariff PC MO. No. 10.

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(N)

Issued: August 29, 2017

Effective: September 28, 2017

Darlene N. Terry
Manager-Tariffs
New Century, Kansas

CENTURYTEL OF MISSOURI, LLC
d/b/a CenturyLink

PSC MO. No. 10
Original Sheet No. Adoption Notice

WHOLESALE TARIFF

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Issued: September 10, 2009

Effective: October 19, 2009

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Chantel Mosby
Director - Tariffs
Monroe, Louisiana

FILED
Missouri Public
Service Commission
TN-2010-0091; YI-2010-0173

WHOLESALE TARIFF

Wholesale Services

Regulations, Rates and Charges
applying to the provision of Wholesale Services to
Carriers and E911 Service Connection and Database
Access to Carriers and VOIP Providers
in the service area of
CENTURYTEL OF MISSOURI, LLC
d/b/a CenturyLink

(C)

APPLICATION OF TARIFF

These terms, conditions and rates do not apply to providers that are a party to an existing interconnection agreement with the Telephone Company that specifically governs the terms, conditions and rates of the subject matter arrangements between the companies, except to the extent that such agreement expressly incorporates such terms, conditions and rates or otherwise incorporates the tariff by reference.

Issued: September 10, 2009

Effective: October 19, 2009

CANCELLED
September 28, 2017
Missouri Public
Service Commission
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Issued: November 22, 2006

Effective: ~~December 22, 2006~~

Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

December 29, 2006

WHOLESALE TARIFF

TABLE OF CONTENTS

	<u>Sheet No.</u>
911 SERVICE	
A. Application of Tariff	1
B. Definitions	2
C. CenturyTel Responsibilities	4
D. Provider Responsibilities	6
E. Responsibilities of Both Parties	12
F. Methods and Practices	13
G. Contingency	13
H. Basis of Compensation	14
I. Liability	15
J. Pricing	18
DIRECTORY SERVICES	
A. Scope	20
B. CLEC Obligations and Responsibilities	20
C. CenturyTel Obligations and Responsibilities	22
D. Directory Advertising	24
E. Cooperation	24
F. Sales and Publishing Procedures	25
G. Limitation of Liability; Indemnity	25
H. Assignment	27

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

December 29, 2006

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

TABLE OF CONTENTS

	<u>Sheet No.</u>
DIRECTORY SERVICES (Cont'd)	
I. Relationship of the Parties; Third Party Beneficiaries	27
J. Confidential Information	28
K. Notice	29
L. Taxes	29
M. Procedures	30
N. Description of Services	31
O. Rates and Charges	32
SERVICE CHARGES	
A. Scope	33
B. Service Charges	33
C. Rates and Charges	34

Issued: November 22, 2006

Effective: December 22, 2006

Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

December 29, 2006

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

911 SERVICE

B. DEFINITIONS (Cont'd)

“Emergency Services” means law enforcement, fire, ambulance, rescue, and medical services.

“Emergency Service Number” or “ESN” means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

“National Emergency Number Association” or “NENA” means a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number” for emergency calls. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

“Provider” means a local exchange carrier (LEC or Competitive LEC), a commercial mobile radio service (CMRS) provider, or a VOIP provider that uses CenturyTel’s E911 Connection and Database Access to provide E911 service to end user customers.

“Public Safety Answering Point” or “PSAP” - An answering location for 911 calls originating in a given area. The E911 PSAP Operator may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities

“Selective Routing” and “Selective Router” means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

**Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana**

December 29, 2006

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

911 SERVICE

C. CENTURYTEL RESPONSIBILITIES

When CenturyTel is the E911 Service Provider in a particular Rate Center in which the Provider furnishes local telephone exchange service, CenturyTel shall have the following obligations:

1. Call Routing
 - a. CenturyTel will switch 911 calls through the Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 Customer (PSAP).
 - b. CenturyTel will forward the calling party number (ANI) it receives from Provider and the associated 911 Automatic Location Identification (ALI) to the applicable PSAP for display. If ANI is forwarded by the Provider, but no ALI record is found in the E911 DBMS, CenturyTel will report this "No Record Found" condition to the Provider in accordance with NENA standards.

2. Facilities and Trunking
 - a. CenturyTel shall provide and maintain sufficient dedicated E911 circuits/trunks from each applicable Selective Router to the PSAP(s) of the E911 PSAP Operator, according to provisions of the applicable State authority, applicable NENA standards and documented specifications of the E911 PSAP Operator. CenturyTel will permit the Provider to lease 911 facilities from the Provider's network to CenturyTel's Selective Router(s) at the rates set forth in Section J. The Provider has the option to secure alternative 911 facilities from another provider or to provide its own facilities.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

December 29, 2006

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

911 SERVICE

C. CENTURYTEL RESPONSIBILITIES (Cont'd)

2. Facilities and Trunking (Cont'd)

- b. Upon written request by the Provider, CenturyTel shall, in a timely fashion and at no charge, provide the Provider with a description of the geographic area (or Rate Centers) and PSAPs served by the E911 Selective Router(s) based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- c. CenturyTel and Provider will cooperate to promptly test all trunks and facilities between Provider's switch and the CenturyTel SR(s) in accordance with industry standards.

3. Database

- a. Where CenturyTel manages the E911 database, CenturyTel shall store the Provider's end user 911 Records [that is, the name, address, and associated telephone number(s) for each of the Provider's end users within the area served by the PSAP] in the electronic data processing database for the E911 DBMS. The Provider or its representative(s) is responsible for electronically providing end user 911 Records and updating this information.
- b. Where it is the DBMS provider, CenturyTel shall password protect to the E911 database or central office based database management systems for use by basic local exchange telecommunications companies solely for the purpose of updating subscriber records when basic local exchange telecommunications companies are responsible for updating such records.
- c. CenturyTel shall coordinate access to the CenturyTel E911 DBMS for the initial loading and updating of the Provider's end user 911 Records.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

December 29, 2006

Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

911 SERVICE

C. CENTURYTEL RESPONSIBILITIES (Cont'd)

3. Database (Cont'd)

- d. CenturyTel ALI database shall accept electronically transmitted files that are based upon NENA standards.
- e. CenturyTel will update the Provider's end user 911 Records in the E911 DBMS, at no charge to the Provider, if the Provider uses CenturyTel's E911 Gateway to maintain the Provider's end user records. CenturyTel will then provide the Provider an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures to be provided to the Provider.
- f. Where CenturyTel manages the DBMS, CenturyTel shall provide the Provider with an electronic file containing the Master Street Address Guide (MSAG) for the Provider's respective exchanges or communities for areas where the Provider does business as a local exchange service provider. If a Provider requests additional copies of the MSAG file, the copies are available for purchase at the rate set in Section J.
- g. Where CenturyTel manages the DBMS, CenturyTel shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.
- h. Pursuant to its tariffs, CenturyTel may charge the appropriate E911 PSAP Operator for each Provider subscriber record that CenturyTel maintains in the E911 database or DBMS.

D. PROVIDER RESPONSIBILITIES

When CenturyTel is the E911 Service Provider in an exchange where the Provider offers basic local exchange service and wants to commence provision of such service, the Provider shall have the following obligations:

Issued: November 22, 2006

Effective: ~~December 22, 2006~~
December 29, 2006

Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
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WHOLESALE TARIFF

911 SERVICE

D. PROVIDER RESPONSIBILITIES (Cont'd)

1. Facilities and Trunking

- a. The Provider shall provide sufficient facilities and trunks at each CenturyTel 911 Selective Router that serves each exchange area in which the Provider is authorized to and will provide exchange service. The Provider acknowledges that its end users in a single local calling scope may be served by different Selective Routers and the Provider shall be responsible for providing facilities to route 911 calls from its end users to the proper E911 Selective Router.
- b. The Provider shall obtain a minimum of two dedicated one-way outgoing trunks (DS0 level or better) to reach each PSAP and will connect these trunks to the Selective Router that serves the PSAP in accordance with applicable NENA standards. Where a Selective Router serves more than one PSAP, for CMRS and nomadic VOIP providers, the pairs of trunks will be dedicated to specific PSAPs associated with the Provider's exchange areas. The Provider shall maintain transport capacity sufficient to route traffic over trunks between the Provider's switch and the CenturyTel Selective Router. The Provider shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- c. The Provider is responsible for requesting and providing for trunking and facilities to be routed diversely for 911 connectivity.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

December 29, 2006

Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
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WHOLESALE TARIFF

911 SERVICE

D. PROVIDER RESPONSIBILITIES (Cont'd)

1. Facilities and Trunking (Cont'd)

- d. The Provider is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the CenturyTel 911 Selective Router(s).
- e. The Provider shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If the Provider's traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, the Provider shall add additional trunks.
- f. The Provider will cooperate with CenturyTel to promptly test all 911 trunks and facilities between the Provider's network and the CenturyTel 911 Selective Router(s), in accordance with industry standards, to assure proper functioning of 911 Service. The Provider agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

2. Selective Router Port Charges/Terminations for Connecting Companies

- a. The Provider will be charged a monthly recurring and one-time charge per trunk to establish the hardware connection to the Selective Router that provides connectivity for incoming 911 trunks to enable competitive local exchange carriers (CLECs), commercial mobile radio service (CMRS) providers, VOIP provider or independent local exchange carriers access to the emergency services network. A Selective Router Port Connection is required for each individual trunk.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~
December 29, 2006

Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
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WHOLESALE TARIFF

911 SERVICE

D. PROVIDER RESPONSIBILITIES (Cont'd)

2. Selective Router Port Charges/Terminations for Connecting Companies (Cont'd)

- b. In addition to the standard connectivity charge, a CMRS/VOIP Service Additive is an additional monthly charge specifically for software/firmware required only by CMRSs and nomadic VOIP providers to provide for multiple 10-20 digit streams using a Call Associated Signaling (CAS) arrangement. The Additive will be charged to all VOIP Providers unless the Provider forwards to CenturyTel a written certification that all VOIP service to end users is not nomadic and cannot be made nomadic.
- c. Third Party Frame Relay Access Device (FRAD) Connectivity provides for retrieval of ALI Database Information for wireless and competitive Local Providers using a non-CenturyTel Third Party Database Provider over a Non-Call Associated Signaling (NCAS) solution. Upon receipt of a call at the PSAP location, a request is forwarded through the ANI/ALI Controller that first queries a CenturyTel-controlled database for specific caller information via a full period data circuit. If the information is unavailable with the CenturyTel-controlled database, software "broadcasts" a request for data through a Frame Relay network to Third Party-controlled databases to retrieve the data. Third Party FRAD Connectivity is composed of the two following components.
 - (1) FRAD Access establishes a Frame Relay connection at the Central Office as well as whatever data circuits are needed to gain access to the Frame Relay network provider. Data connectivity to the Third Party Frame Relay service is additional and must be coordinated by the Provider requiring service. The third Party record provider must provide the 56k circuit.
 - (2) Steerable ALI Software is required for each Competitive Local Provider (CLP) or wireless vendor or their agent for each Company-controlled database platform to which a Non-Call Associated Signaling (NCAS) connection is required. Steerable ALI is a Software product that provides a means of "broadcasting" a request for data across all active channels to retrieve the proper ANI/ALI information for a given request.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

December 29, 2006

Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
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WHOLESALE TARIFF

911 SERVICE

D. PROVIDER RESPONSIBILITIES (Cont'd)

3. Database

- a. Once E911 trunking has been established and tested between the Provider's End Office and appropriate Selective Routers, the Provider or its representatives shall be responsible for providing the Provider's end user 911 Records to CenturyTel for inclusion in CenturyTel's DBMS on a timely basis.
- b. The Provider or its agent shall provide initial and ongoing updates of the Provider's end user 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- c. The Provider shall adopt use of a Company ID on all Provider end user 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- d. The Provider is responsible for providing CenturyTel updates to the ALI database. In addition, the Provider is responsible for correcting any errors that may occur during the entry of their data to the CenturyTel 911 DBMS.
- e. The Provider shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

December 29, 2006

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
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WHOLESALE TARIFF

911 SERVICE

D. PROVIDER RESPONSIBILITIES (Cont'd)

4. Other

- a. The Provider shall obtain its own routable but non-dialable Emergency Service Query Keys for each PSAP to which CenturyTel provides or shall provide coverage, and shall supply these Emergency Service Query Keys to CenturyTel for the Selective Routers servicing each such PSAP. If warranted by traffic volume growth, or if upon request by a PSAP or other governmental or quasi-governmental entity, the Provider shall promptly obtain the appropriate number of additional Emergency Service Query Keys to be allocated to each PSAP as may be appropriate under the circumstances.
- b. The Provider is responsible for collecting from its retail end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or retail end users by any municipality or other governmental entity within whose boundaries Provider provides local exchange service.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

Chantel Mosby
Manager, Tariffs and Compliance
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December 29, 2006

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
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WHOLESALE TARIFF

911 SERVICE

E. RESPONSIBILITIES OF BOTH PARTIES

1. The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Provider to the designated CenturyTel 911 Selective Router(s).
2. Where SS7 connectivity is available and required by the applicable E911 Customer (PSAP), the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
3. The Provider is responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its network or its leased non-CenturyTel network. CenturyTel will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems from its network up to CenturyTel's 911 Selective Router if the Provider obtains facilities from CenturyTel for this purpose. CenturyTel will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems from the Selective Router to the appropriate PSAP(s). The Provider is responsible for advising CenturyTel of the circuit identification and the fact that the circuit is a 911 circuit when notifying CenturyTel of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. CenturyTel will refer network trouble to the Provider if no defect is found in CenturyTel's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

**Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana**

December 29, 2006

CANCELLED
September 28, 2017
Missouri Public
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JI-2018-0018

Filed
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Service Commission

WHOLESALE TARIFF

911 SERVICE

F. METHODS AND PRACTICES

1. With respect to all matters covered by this Article, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, and (iii) the principles expressed in the recommended standards published by NENA.

G. CONTINGENCY

1. The Parties agree that E911 service is provided for the use of the E911 PSAP Operator, and recognize the authority of the E911 PSAP Operator to establish service specifications and grant final approval (or denial) of service configurations offered by CenturyTel and the Provider. These specifications shall be documented in a form which shall be provided by CenturyTel at the time of the Provider's initial contact with CenturyTel's 911 service team (the "Specifications Form"). The Provider shall complete the Specification Form and submit it to CenturyTel not later than forty-five (45) days prior to the date the Provider intends to begin providing basic local exchange service in a particular Rate Center in which the Provider is authorized to provide local telephone exchange service. CenturyTel shall complete its portion of the Specification Form and return it to the Provider not later than fifteen (15) days after receipt of the Specification Form from the Provider.
2. The Provider must obtain documentation of approval of the Specification Form from the appropriate E911 PSAP Operators that have jurisdiction in the area(s) in which the Provider's retail end users are located. The Provider shall provide documentation of all requisite approval(s) to CenturyTel prior to the use of the Provider's E911 connection for actual emergency calls. Provider's process to obtain approval will be done in accordance with applicable State statutes or requirements as appropriate.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~
December 29, 2006

Chantel Mosby
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Monroe, Louisiana

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

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WHOLESALE TARIFF

911 SERVICE

G. CONTINGENCY (Cont'd)

- 3. Each party has designated a representative who has the authority to complete additional Specifications Forms when necessary to accommodate expansion of the geographic area of the Provider into the jurisdiction of additional PSAPs or to increase the number of trunks. The Provider must obtain approval from the applicable E911 PSAP Operator of each additional Specification Form, as set forth in Section G and shall furnish documentation of all requisite approvals of each additional Specification Form in accordance with Section G.

H. BASIS OF COMPENSATION

- 1. Compensation to CenturyTel for provision of connection to E911 service provided will be in accordance with the charges set forth in Section J, Pricing, and applied in accordance with the specifications and configurations set forth in the Specifications Form.
- 2. Charges will begin on the date connection to E911 service commences and shall be billed on monthly statements in advance.
- 3. In satisfaction of Provider orders or requests related to E911 Service, CenturyTel may be required to make expenditures or otherwise incur costs that are not otherwise listed in this tariff. In such event CenturyTel is entitled to reimbursement from the Provider for all such costs provided that CenturyTel first notifies the Provider of the costs and obtains the Provider's concurrence to proceed with fulfilling the order or request. For all such costs and expenses CenturyTel shall receive through individual case basis non-recurring charges ("NRCs") the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyTel's common costs.

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911 SERVICE

I. LIABILITY

1. E911 Service is provided by CenturyTel subject to State statutory limitation of liability and the following subsections.
2. CenturyTel's entire liability to the Provider or any person for interruption or failure of any aspect of E911 shall be limited by the terms set forth in this section, the Rules and Regulations section of this Tariff, and in any sections of other tariffs which apply to the provision of E911 by CenturyTel. E911 is offered solely to assist the Provider in providing E911 in conjunction with applicable fire, police, and other public safety agencies. By providing E911 to the Provider, CenturyTel does not create any relationship or obligation, direct or indirect, to any third party other than the Provider.
3. CenturyTel shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any act or omission of CenturyTel or its employees, agents or contractors, in the design, development, installation, maintenance, or provision of any aspect of E911 other than an act or omission constituting gross negligence or wanton or willful misconduct. However, in no event shall CenturyTel's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the tariff rate for the service or facilities provided to the Provider for the time such interruption to service or facilities continues, after notice by the Provider to CenturyTel. No allowance shall be made if the interruption is due to the negligence or willful act of the Provider. In no event shall CenturyTel be held liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of E911.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~
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WHOLESALE TARIFF

911 SERVICE

I. LIABILITY (Cont'd)

4. The Provider shall indemnify and hold harmless CenturyTel from any damages, claims, causes of action, or other injuries whether in contract, tort, or otherwise which may be asserted by any person, business, governmental agency, or other entity against CenturyTel as a result of any act or omission of the Provider or any of its employees, directors, officers, contractors or agents except for Company acts of gross negligence or willful or wanton misconduct in connection with designing, developing, adopting, implementing, maintaining, or operating any aspect of E911 or for releasing subscriber information, including nonpublished or unlisted information in connection with the provision of E911 Service.
5. CenturyTel shall not be liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of E911 when any 911 call originates from a system or line which makes the provision of specific location information impossible to provide for technical reasons. These technical reasons can include, but are not limited to, technical inability to provide subscriber information associated with multi-party lines, or private telecommunications services, such as PBXs or shared tenant services and calls originating over Centrex lines.
6. CenturyTel shall not be liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of any aspect of E911 when there is a failure of or interruption of E911 due to the attachment of any equipment by a Provider to CenturyTel facilities. The Provider may, with the prior written consent of CenturyTel, which consent shall not be unreasonably withheld, attach features, devices, or equipment of other vendors to the equipment or network facilities provided by CenturyTel. Said attachments, devices, or equipment must meet all applicable federal and state registration or certification standards. CenturyTel reserves the right to refuse attachments if CenturyTel determines that said attachments will degrade E911 ordered by the Provider, CenturyTel facilities, or otherwise affect its telephone operations.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

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CANCELLED
September 28, 2017
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JI-2018-0018

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911 SERVICE

I. LIABILITY (Cont'd)

7. CenturyTel shall not be liable for any civil damages, whether in contract, tort, or otherwise, caused by an act or omission of CenturyTel in the good faith release of information not in the public record, including nonpublished or nonlisted subscriber information to Emergency Response Agencies responding to calls placed to an E911 or Host Customers using such information to provide an E911 Service.
8. CenturyTel shall have no liability whatsoever to any person arising from its provision of, or failure to provide, E911 to any subscriber to a nonregulated telephone service (e.g., shared tenant service). It is the obligation of the Provider to answer, respond to, transfer, terminate, dispatch, or arrange to dispatch emergency services, or otherwise handle all E911 telephone calls that originate from telephones within the Provider's service area. Neither the Provider nor CenturyTel shall have any responsibility for E911 calls that carry foreign dial tone, whether they originate within or outside of the Provider's service area.
9. CenturyTel shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused or contributed to by the negligence or willful act of any person other than CenturyTel, or arising from the use of Provider provided facilities or equipment.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Chantel Mosby
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WHOLESALE TARIFF

911 SERVICE

J. PRICING

- 1. The following trunk charges will be paid to CenturyTel for each E911 PSAP to which the Provider connects.

911 Trunk Charge	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
Channel (Each)	\$85.00 per trunk	\$170.00 per trunk

- 2. 911 Facilities from the Provider's owned or leased network to CenturyTel's Selective Router (if provided by CenturyTel)

911 Facilities from Provider network to CenturyTel Selective Router	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
Special Access Circuits	Per State Access Tariff	Per State Access Tariff

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

December 29, 2006

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

911 SERVICE

J. PRICING (Cont'd)

	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
3. Automatic Location Identification (ALI) Database		
a. Database Administration, per database	\$ 380.00	
b. Database		
1) each non-CENTURYTEL subscriber record for which CENTURYTEL will verify via the MSAG	.04	\$.35
c. Third Party FRAD Connectivity		
1) FRAD Access	63.44	--
2) Steerable ALI Software	71.42	1000.00
d. Selective Routing Port Charges for Connecting Companies		
1) Selective Router Port Connection, per trunk	47.19	150.00
2) CMRS/VOIP Additive, per wireless or nomadic VOIP service trunk	82.54	--
4. Additional file copy of the MSAG		\$250.00

Issued: November 22, 2006

Effective: ~~December 22, 2006~~
December 29, 2006

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

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Missouri Public
Service Commission

WHOLESALE TARIFF

DIRECTORY SERVICES

A. SCOPE

This tariff sets forth the terms pursuant to which CenturyTel agrees to provide to Competitive Local Exchange Carrier (CLEC) basic services associated with the Directories such as publication of listings and distribution (the "Services"). CenturyTel does not own a directory publishing affiliate. The terms of this tariff are reflective of the terms provided to CenturyTel by its contracted external directory publishing source. Conditionally upon agreement by the publisher when required, CenturyTel and CLEC may, from time to time, agree on the provision of additional services ("Additional Services"), which shall be furnished pursuant to the terms and conditions set forth in this tariff. The terms and conditions of this Tariff shall be applicable to all Directories published during the Term.

B. CLEC OBLIGATIONS AND RESPONSIBILITIES

The following obligations shall be the responsibility of CLEC, which obligations, unless otherwise expressly set forth herein, shall be performed within the time frames and in accordance with the policies and procedures set forth in M. Procedures.

1. CLEC shall notify CenturyTel 10 days prior to the start of service. Notification shall be sent to:
CenturyTel
Directory Services
100 CenturyTel Drive
Monroe, LA 71203
(318-388-9000)
2. CLEC shall transmit to CenturyTel, or such third party publisher as CenturyTel may designate from time to time ("Publisher"), all Listing Information (as hereinafter defined) relating to its subscribers ("Subscribers") who desire published listings within a CenturyTel Directory. For purposes of this tariff, "Listing Information" shall consist of the Subscriber's name, address, telephone number, desired yellow pages classified heading (if any), and all other information reasonably requested by CenturyTel. Under no circumstances shall CLEC provide Subscriber data as a part of Listing Information for those Subscribers who do not desire published listings. Listing Information shall be supplied without charge by CLEC, and shall be transmitted in a format and within the time frames as reasonably directed by CenturyTel and in accordance with CenturyTel's established standards and guidelines as may be communicated to CLEC from time to time, and may be used by CenturyTel in providing Directories in any format and for related purposes.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~
December 29, 2006

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

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Missouri Public
Service Commission

WHOLESALE TARIFF

DIRECTORY SERVICES

- B. CLEC OBLIGATIONS AND RESPONSIBILITIES (Cont'd)
3. CLEC shall separately provide CenturyTel or Publisher with Directory delivery address data for Subscribers, if different from the Listing Information, and for those Subscribers who do not desire published listings.
 4. CLEC shall promptly, but in any event within ten days, notify CenturyTel or Publisher of any Directory related inquiries, requests, or complaints that CLEC receives from Subscribers, and shall reasonably cooperate with CenturyTel and/or Publisher to resolve such matters in a timely and expeditious manner.
 5. CLEC shall process all Listing Information change requests received from CenturyTel or Publisher within the time frames established by CenturyTel in its sole discretion.
 6. CLEC shall transmit to CenturyTel or Publisher all information arising from Subscriber transactions that should result in an addition to, a change in or a deletion of any Listing Information previously transmitted by CLEC to CenturyTel and held in CenturyTel's database.
 7. CLEC will pay all costs as set forth in section O, Description of Services, for Services, including but not limited to CenturyTel's reasonable expenses associated with its performance of the obligations set forth in this tariff. Such costs shall include, but are not limited to, expenses associated with work performed by the Publisher.
 8. CLEC shall respond within five (5) business days to any request by CenturyTel to review and correct any Galley Proofs (as hereinafter defined). CLEC expressly acknowledges that time is of the essence with respect to the publishing cycle of any Directory. In the event CLEC fails to provide CenturyTel with written notice of any necessary corrections within the time frame set forth in this provision, such Galley Proofs shall be deemed to be correct and CLEC shall indemnify CenturyTel for any claims by Subscribers related to errors in the Directory as published in reliance on such Galley Proofs.
 9. Upon request, CLEC shall furnish to CenturyTel documentation evidencing compliance with the requirements of this tariff.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

December 29, 2006

**Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana**

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September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

DIRECTORY SERVICES

C. CENTURYTEL OBLIGATIONS AND RESPONSIBILITIES

The responsibilities of CenturyTel and/or Publisher shall be the following:

1. CenturyTel shall include one standard listing ("CLEC Listing") for each Subscriber for whom CenturyTel receives Listing Information in CenturyTel's Directories for the CenturyTel Local Area. Standard CLEC Listings shall be interfiled with listings of other local exchange telephone company subscribers and treated in the same manner as other listings, according to CenturyTel's regular procedures. CenturyTel shall establish a process that affords CLEC an opportunity to review and correct Subscriber's alphabetical listings in advance of publication (generally referred to as a "Galley Proof"). Said review process shall be subject to the availability of CLEC Listings in advance of publication and the time/deadline constraints imposed by CenturyTel and/or its Publisher, and as set forth in Section 3.g. above. CLEC shall be responsible for any costs associated with the review process charged by CenturyTel and/or its Publisher.
2. CenturyTel shall make available, at no charge to CLEC or its Subscribers, one listing for each CLEC business customer under the appropriate heading in CenturyTel's applicable classified Directories, such headings and Directories to be determined at CenturyTel's discretion.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

Chantel Mosby
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Monroe, Louisiana

December 29, 2006

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

DIRECTORY SERVICES

C. CENTURYTEL OBLIGATIONS AND RESPONSIBILITIES (Cont'd)

3. CenturyTel shall include, at no additional charge, CLEC critical contact information alphabetically (by local exchange carrier) in the information pages of its alphabetical Directories (but only where such information pages are otherwise included in a given Directory) for communities where CLEC offers Local Service, in accordance with CenturyTel's standards for inclusion in a given Directory. For this purpose, CLEC must: (1) be state certificated, (2) provide local dial tone service within the Directory distribution coverage area, (3) have executed an Interconnection Agreement with CenturyTel or a CenturyTel affiliate that has been approved by the State Public Service or Utility Commission, (4) supply in a timely manner critical contact information needed by CenturyTel to produce information pages, and (5) ensure that critical contact information telephone numbers are working numbers. Critical contact information includes CLEC's name and logo, telephone numbers for telephone services, billing, and repair services.
4. CenturyTel shall not be restricted in supplying to third parties any information obtained from CLEC regarding its Subscribers as may be required to fulfill regulatory requirements or as may otherwise be required by law.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~
December 29, 2006

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

DIRECTORY SERVICES

C. CENTURYTEL OBLIGATIONS AND RESPONSIBILITIES (Cont'd)

5. CenturyTel shall distribute alphabetical and classified Directories to local Subscribers at the time the Directory is published, at no charge to CLEC or Subscribers, in accordance with CenturyTel's procedures, provided that physical Directory delivery information has been provided by CLEC. Thereafter, and for the life of the Directory, CenturyTel shall undertake distribution to all new CLEC Subscribers and those existing Subscribers that need replacement or additional copies ("Secondary Distribution") upon CenturyTel's receipt of necessary Subscriber information via CenturyTel's standard directory service request process ("DSR Process"), such Secondary Distribution to be in accordance with CenturyTel's standard procedures. CenturyTel shall make available to CLEC's Subscribers an 800 number to use for any Secondary Distribution requirements.

D. DIRECTORY ADVERTISING

This tariff does not cover the provision of Directory advertising. Any purchase of Directory advertising shall be handled in accordance with the terms and conditions of CenturyTel's standard Contract for Directory Advertising Services, and at the prices which CenturyTel may have in effect from time to time.

E. COOPERATION

CenturyTel and the CLEC agree that cooperation between them will be required to serve the needs of each Party's subscribers most effectively, and agree to exercise commercially reasonable efforts to achieve the highest quality of service for such subscribers.

Issued: November 22, 2006

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Monroe, Louisiana

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

DIRECTORY SERVICES

F. SALES AND PUBLISHING PROCEDURES

CenturyTel shall maintain full authority over its Directory publishing schedules, procedures, standards, and practices, and over the scope and schedules of its Directories. All CLEC listings shall be subject to such publishing schedules, procedures, standards, and practices, and scope and schedules of CenturyTel's Directories. CenturyTel shall periodically supply CLEC with updates concerning publishing schedules and related matters. Nothing in this tariff shall be construed as limiting CenturyTel from entering into an agreement with a third party, in its sole discretion, to act as Publisher.

G. LIMITATION OF LIABILITY; INDEMNITY

1. CenturyTel's liability to CLEC or any CLEC Subscriber for any errors or omissions in Directories published by CenturyTel and/or Publisher (including, but not limited to, any error in any Subscriber or CLEC listing), or for any default or breach of this tariff, or for any other claim otherwise arising hereunder, shall be limited to amounts paid by CLEC to CenturyTel under this tariff. CenturyTel shall have no liability to CLEC's or it's Subscribers for any errors or omissions in any Subscriber or CLEC listing published by CenturyTel, or for the publication of any Subscriber data where such Subscriber does not desire a published listing. CLEC shall fully indemnify CenturyTel in accordance with the provisions of Section G.2. following as to any errors or omissions in a CLEC Subscriber listing. CLEC expressly represents that it is authorized to enter into this provision on behalf of itself and its Subscribers.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~
December 29, 2006

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Monroe, Louisiana

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

DIRECTORY SERVICES

G. LIMITATION OF LIABILITY; INDEMNITY (Cont'd)

2. CLEC agrees to indemnify, defend, and hold harmless CenturyTel, its directors, officers, employees, agents and their affiliates (collectively, the "Indemnified Parties") from all losses, claims, damages, expenses, suits, or other actions, or any liability whatsoever including, but not limited to, damages, liabilities, costs and attorneys' fees, made or asserted by any third party (including, but not limited to Subscribers) against the Indemnified Parties and arising out of CenturyTel's performance under the terms of this tariff, from CLEC's or any third party's use of the information provided, or from CLEC's performance.
3. To the maximum extent permitted by the applicable law, in no event shall the Company or the CLEC be liable for any special, incidental, indirect, or consequential damages whatsoever including, without limitation, damages for loss of profits or any other pecuniary loss arising out of or in connection with this tariff, even if such party has been advised of the possibility of such damages, except where such damages occur as the result of a breach of confidentiality, or relate to a CenturyTel indemnity claim.
4. In the event performance of this tariff is either directly or indirectly prevented or restricted by reason of fire, flood, earthquake, acts of God, war, revolution, terrorism, embargo, acts of government in its sovereign capacity, labor difficulties, unavailability of equipment from a vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the affected Party, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention or restriction, and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis, until the delay or restriction has ceased; provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance, and both parties shall proceed at the time such causes are removed.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

Chantel Mosby
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Monroe, Louisiana

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CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

DIRECTORY SERVICES

H. ASSIGNMENT

Any assignment by either Party of any right or duty under this tariff without the written consent of the other Party shall be void, except that either Party may assign all of its rights and duties under this tariff to any entity that is a subsidiary or affiliate of that Party as of the date of assignment without consent, but with written notification and except that CenturyTel may subcontract the services to be provided hereunder. Any assignment of any right or duty under this tariff, including but not limited to assignment to a subsidiary or affiliate, shall not relieve or excuse the assigning Party's responsibility for any performance pursuant to this tariff.

I. RELATIONSHIP OF THE PARTIES; THIRD PARTY BENEFICIARIES

This tariff does not create any joint venture, partnership, or employment relationship between the Parties or their employees, and the relationship between the Parties shall be that of independent contractors. There are no intended third party beneficiaries to this tariff.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

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Monroe, Louisiana

December 29, 2006

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

DIRECTORY SERVICES

J. CONFIDENTIAL INFORMATION

1. The Parties recognize and agree that each Party owns, or otherwise has a proprietary interest in, certain information which is of a special, unique, or non-public nature, including, but not limited to: trade secrets; information relating to its business plans, schedules, operations and affiliations; marketing information; computer software; and other information relating to such Party, or its suppliers, customers, and affiliates (hereinafter collectively referred to as "Confidential Information"). During the service period, the Parties have disclosed, or may hereafter disclose, to each other some or all of such Confidential Information incident to performance of the Parties' obligations under this tariff. The receiving party shall preserve in confidence all Confidential Information of the disclosing party, and shall not reveal or in any way disclose the content or existence of Confidential Information to persons not authorized in writing by the disclosing party to receive same, and the Parties shall take all reasonable steps necessary to prevent unauthorized parties, including local telecom service sales during the listing order process, from obtaining Confidential Information in the receiving party's knowledge or possession.
2. The receiving party shall not have an obligation to protect Confidential Information of the disclosing party which: (i) becomes publicly available other than through the action of the receiving party, (ii) is rightfully furnished to the receiving party by a third party without restriction on disclosure, (iii) is furnished by the disclosing party to a third party without restriction on disclosure, (iv) is previously known by the receiving party at the time of receiving such information, or (v) is required to be disclosed by valid order of a court or other governmental body or otherwise required by law.
3. Each Party will make copies of the Confidential Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each Party agrees to use the Confidential Information solely in support of this service and for no other purposes. Confidential Information shall be labeled as such to the extent possible.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~
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Monroe, Louisiana

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

DIRECTORY SERVICES

K. NOTICE

Any notice to either Party required or permitted under this tariff shall be in writing and shall be deemed to have been received on the date of service if served personally, or on the date five (5) days after posting if delivered by certified mail, or by telecopier with written confirmation or courier service that obtains written receipt. Notice may also be provided by facsimile transmission which shall be effective on the next Business Day following date of transmission, where "Business Day" shall mean Monday through Friday, except for holidays on which United States mail is not delivered. Any notice shall be directed to the applicable address indicated below, or such address as the Party to be notified has designated by giving written notice to the other Party. Notice to the Company shall be addressed to:

Director, Carrier Relations
100 CenturyTel Drive
Monroe, LA, 71203

L. TAXES

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from performance of this tariff shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Each Party shall provide the other Party sufficient notice to protest any taxing jurisdiction's audit claims, and cooperate fully if an appeal is deemed necessary.

Issued: November 22, 2006

**Effective: ~~December 22, 2006~~
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Monroe, Louisiana**

CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

DIRECTORY SERVICES

M. PROCEDURES

1. CLEC to submit directory listing requests for all additions, changes, deletions on a daily basis via the DSR Process per OBF standard to CenturyTel or its Publisher as directed by CenturyTel.
2. CLEC to respond to all listing queries and requests for directory listing changes within two business days.
3. CLEC to assign classified heading for each business customer at the time of submission of the DSR Process.
4. CLEC to provide delivery address information for each CLEC subscriber either via the DSR Process or as otherwise directed by CenturyTel.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

December 29, 2006

CANCELLED
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Missouri Public
Service Commission
JI-2018-0018

Chantel Mosby
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Monroe, Louisiana

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

DIRECTORY SERVICES

N. DESCRIPTION OF SERVICES:

1. Preliminary Pages
 - a. Critical customer contact numbers for billing, service, repair
 - b. Listing of CLEC name and address in alpha order on page(s) titled "Other Telephone Service Providers"
2. Directory Listings
 - a. A white pages listing for each published CLEC subscriber
 - b. A standard regular listing in classified section of directory for each business - A complete list of classified headings and a directory production schedule, with service order close and galley due dates, will be provided
 - c. Fulfillment of orders for directory listings to 3rd party directory publishers on behalf of CLEC
3. White Pages Galleys
 - a. One white pages galley for each directory to proof prior to publication at no charge
 - b. Additional galleys available upon request
4. Copies of Directories
 - a. One copy of telephone directory to CLEC at time of publication
 - b. Delivery of directories to CLEC subscribers, (quantity of 1 per residence and 2 per business unless otherwise specified) during initial and secondary distribution
5. Directory Service Request
 - a. Service order processing to update, establish or change a directory listing

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

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CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

DIRECTORY SERVICES

O. RATES AND CHARGES

	<u>Charges</u>
1. Preliminary Pages	No Charge
2. Directory Listings	No Charge
3. Tariff Items (e.g. additional listings)	Tariff Rate
4. Order Fulfillment	No Charge
5. White Pages Galleys – First Galley	No Charge
6. White Pages Galleys – Each Additional Galley	\$150.00 ea
7. Listing Changes on Final Galley	\$ 1.50 ea
8. Copies of Directories	No Charge
9. Directory Service Request to Update or Establish (stand alone) a Directory Listing	\$ 3.95 per DSR

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

Chantel Mosby
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CANCELLED
September 28, 2017
Missouri Public
Service Commission
JI-2018-0018

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

SERVICE CHARGES

A. SCOPE

The purpose of this section is to provide installation rates for services provided by the company to Competitive Local Exchange Carriers (CLEC) customers.

B. SERVICE CHARGES

1. A service charge is a non-recurring flat charge applicable to the initial establishment of service. This charge includes but is not limited to:
 - a. Establishment of basic access line service to the protector.
 - b. Directory service.
 - c. Number changes requested by the customer.
 - d. Establishment of any service as provided for in this tariff.
 - e. Reconnection of service temporarily suspended.
 - f. Expediting the establishment of service.
2. Non-recurring charges are in addition to any other scheduled rates and charges that normally would apply in this tariff.
3. The charges specified herein do not contemplate work being performed by the Telephone Company employees at a time when overtime wages apply, due to the request of the customer. If the customer requests overtime labor performed or interrupts work once begun, a charge in addition to the specified charges will be made to compensate the Company for the extraordinary expenses incurred.

Issued: November 22, 2006

Effective: ~~December 22, 2006~~

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Missouri Public
Service Commission
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Missouri Public
Service Commission