## KMC DATA LLC

1545 Route 206 Suite 300 Bedminster, New Jersy 07921

# RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR FURNISHING LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES IN THE STATE OF MISSOURI

This tariff contains the description, regulations and rates for the furnishing of resold and facilities-based services and facilities for competitive local exchange telecommunications services provided by KMC DATA, Inc. in certain exchanges of Southwestern Bell Telephone Company and GTE-Missouri in the State of Missouri. The Company's principal offices are located at: 1545 Route 206 Suite 3000 Bedminster, New Jersey 07921. This tariff applies for service furnished within Missouri. This tariff is on file with Missouri Public Service Commission, located at P.O. Box 360, Jefferson City, Missouri, 65102-0360. Copies may be inspected, during normal business hours, at the Company's principal place of business in Bedminster, New Jersey.

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#### CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

<u>Sheet</u>	Revision	<u>Sheet</u>	Revision	Sheet	Revision
1	Original	23	Original	45	Original
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## **SYMBOLS**

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

- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation but no Change in Rate or Charge

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## **TARIFF FORMAT**

- **A. Sheet Numbering** Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- **B.** Sheet Revision Numbering Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- **C. Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2 2.1 2.1.1 2.1.1.A 2.1.1.A.1 2.1.1.A.1.(a) 2.1.1.A.1.(a).I 2.1.1.A.1.(a).I.(i) 2.1.1.A.1.(a).I.(i).(1)

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#### **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

#### 1.1. Definitions

**Busy Hour** - The two (2) consecutive half-hours during which the greatest volume of traffic is handled.

**Call** - A completed connection between the Calling and Called parties.

**Calling Station** - The telephone number from which a Call originates.

Called Station - The telephone number called.

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Carrier - An entity other than the Company that provides telecommunications services.

**Commission** – The Missouri Public Service Commission.

**Company** – KMC DATA LLC unless specifically stated otherwise.

Customer – A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

**Day** - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

**Disconnect** - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

**Evening** - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

## **1.1 Definitions** (Cont'd)

**Incomplete** - Any Call where voice transmission between the Calling and Called station is not established.

**Holiday** - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Message** - A completed telephone Call by a Customer or User.

**Night** – The hours of 11:00 p.m. to 8:00 a.m., Sunday through Saturday, as measured by local time at the location from which the Call is originated.

**Normal Business Hours** - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

**Premises** - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

State - Missouri.

**Terminal Equipment** - Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

**User or End User** – Customer or any authorized person or entity that utilizes the Company's services.

**Weekend** – The hours of 8:00 a.m. to 11:00 p.m. on Saturday, and 8:00 a.m. to 5:00 p.m. on Sunday, as measured by local time at the location from which the Call is originated.

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**Executive Vice President of Business Development** 1755 North Brown Road

Lawrenceville, GA 30042

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

## 1.2. Abbreviations

**BLV** – Busy Line Verification

**CPE** – Customer Premises Equipment

**CPN** – Calling Party Name/Number

**DDD** – Direct Distance Dialing

**ECS** - Extended Calling Services

**LEC** – Local Exchange Carrier

**NPA** – Numbering Plan Area (Area Code)

**PBX** – Private Branch Exchange

PIC – Preferred or Primary Interexchange Carrier

**POP** – Point of Presence

**PSAP** – Public Safety Answering Point

**V&H** - Vertical and Horizontal Coordinates

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## **SECTION 2 - RULES AND REGULATIONS**

## 2.1. Application of Tariff

The Company provides resold and facilities-based local exchange telecommunications services to Customers in the Missouri exchanges identified in Section 5.1 of this tariff for the direct transmission of voice, data and other types of telecommunications. The Company provides service to multi-line business Customers only.

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By: Tricia Breckenridge

Executive Vice President of Business Development 1755 North Brown Road

Lawrenceville, GA 30042

## 2.2. <u>Undertaking of the Company</u>

- 2.2.1. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.
- 2.2.2. The Company provides local exchange services in the local calling areas set forth in Section 5 of this tariff.
- 2.2.3. The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.2.4. The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5. The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at (888) KMC-THE1/(888) 526-8431. Customers wishing to communicate with the Company in writing may send correspondence to: 1545 Route 206 Suite 300, Bedminster, New Jersey 07921.
- 2.2.6. The Company's services may be resold only by telecommunications companies who are certified by the Missouri Public Service Commission.

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## 2.3. <u>Limitations of Service</u>

- 2.3.1. Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.3.2. Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.3.3. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.3.4. The Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this tariff.
- 2.3.5. The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.3.6. Service temporarily may be refused or limited because of system capacity limitations.
- 2.3.7. Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.3.8. Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.3.9. The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

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#### 2.4. Limitations of Liability

- 2.4.1. Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.4.2. The Company is not liable to Users for interruptions in service except as set forth in Section 2.6 of this tariff.
- 2.4.3. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, 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.
- 2.4.4. The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
  - 2.4.4.A. Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
  - 2.4.4.B. Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
  - 2.4.4.C. Any unlawful or unauthorized use of the Company's facilities and services;
  - 2.4.4.D. Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
  - 2.4.4.E. Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;

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2.4	Limitations	of Liability	(Cont'd)

- 2.4.4 (Cont'd)
  - 2.4.4.F. Claims arising out of any act or omission of the User in connection with service provided by the Company.
  - 2.4.4.G. Breach in the privacy or security of communications transmitted over the Company's facilities;
  - 2.4.4.H. Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
  - 2.4.4.I. Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
  - 2.4.4.J. Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
  - 2.4.4.K. Any noncompleted Calls due to network busy conditions; and
  - 2.4.4.L. Any Calls not actually attempted to be completed during any period that service is unavailable.
- 2.4.5. The User shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.4.4.

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## **2.4** <u>Limitations of Liability</u> (Cont'd)

- 2.4.6. The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- 2.4.7. Any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.4.8. The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.4.9. Except in instances of gross negligence or willful misconduct, any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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## 2.5. Responsibilities of the Customer

2.5.1. The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

## 2.5.2. Special Construction

The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

Special construction is that construction undertaken:

- 2.5.2.A. Where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 2.5.2.B. Of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.5.2.C. Over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.5.2.D. In a quantity greater than that which the Company would normally construct;
- 2.5.2.E. On an expedited basis;
- 2.5.2.F. On a temporary basis until permanent facilities are available;
- 2.5.2.G. In advance of its normal construction.

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## **Responsibilities of the Customer** (Cont'd)

- 2.5.3. If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.5.4. The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.5.5. The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.5.6. The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.5.7. The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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#### 2.6. Allowances for Interruptions in Service

#### 2.6.1. General

- 2.6.1.A. A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.6.1.B. An interruption period begins when the User 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.
- 2.6.1.C. If the User 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 Company to be impaired.

## 2.6.2. Application of Credits for Interrupted Services

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At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.

- 2.6.2.A. Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.6.2.B. In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- 2.6.2.C. When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

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## 2.6 Allowances for Interruptions in Service (Cont'd)

#### 2.6.3. Limitations on Allowances

- 2.6.3.A. No credit allowance will be made for any interruption of service:
  - 2.6.3.A.1. due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
  - 2.6.3.A.2. due to the failure of power, equipment, systems or services not provided by the Company;
  - 2.6.3.A.3. due to circumstances or causes beyond the control of the Company;
  - 2.6.3.A.4. during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
  - 2.6.3.A.5. during any period in which the User continues to use the service on an impaired basis;
  - 2.6.3.A.6. during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
  - 2.6.3.A.7. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
  - 2.6.3.A.8. that was not reported to the Company within thirty (30) days of the date that service was affected.

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#### 2.7. Termination of Service

- 2.7.1. A Customer may terminate service, with or without cause, by giving the Company notice. If a Customer orders services requiring special equipment and/or facilities dedicated to the Customer's use and then cancels the order before service begins, a charge will be made to the Customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company.
- 2.7.2. The Company may discontinue service or cancel an application for service, with notice, and without incurring any liability for any of the following reasons:
  - 2.7.2.A. Failure of the Customer to pay a non-disputed delinquent account;
  - 2.7.2.B. Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
  - 2.7.2.C. Failure of the Customer to permit the Company to have reasonable access to its equipment, facilities, service connections or other property;
  - 2.7.2.D. Failure of the Customer to provide the Company with adequate assurances that an unauthorized use or practice will cease;
  - 2.7.2.E. Customer violation of any regulation governing the service under this tariff, or a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
  - 2.7.2.F. Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service;
  - 2.7.2.G. Failure of the Customer to adhere to contractual obligations with the Company; or
  - 2.7.2.H. Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

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## **2.7** Termination of Service (Cont'd)

- 2.7.3. The Company may terminate service *without notice* to the Customer for any of the following occurrences:
  - 2.7.3.A. Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;
  - 2.7.3.B. Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;
  - 2.7.3.C. The existence of a condition on the Customer's premises determined by the Company to be hazardous;
  - 2.7.3.D. Customer tampering with the Company's equipment or service;
  - 2.7.3.E. Customer's unauthorized or illegal use of the Company's service or equipment.
- 2.7.4. The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in collecting such charges.

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#### 2.8. Installation of Service

The Company will make every effort to fill ninety percent (90%) of all applications for standard business service within five (5) business days of receipt, unless the Customer applicant specifically requests a later date. The Company will make every effort to fill ninety percent (90%) of all applications for standard regrade service within thirty (30) business days of receipt, unless the Customer applicant specifically requests a later date.

All installation is subject to the availability of services and facilities purchased from other Carriers for the provision of service to a Customer, as well as to the full compliance by the Customer with all pertinent tariff requirements.

Applications for special service will be filled as expeditiously as equipment and facilities permit.

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#### 2.9. Payment of Charges

- 2.9.1. The Customer is responsible for payment of all charges for service furnished to the User.
- 2.9.2. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length, and payment is due upon receipt. Payment will be considered timely if paid within twenty (20) days of the billing date. After twenty (20) days, payment will be considered late.
- 2.9.3. The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.
- 2.9.4. Customers must notify the Company either verbally or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the matter.
- 2.9.5. In the event of a dispute concerning a bill, Customers must pay a sum equal to the amount of the undisputed portion of the bill and proceed with the complaint procedures set forth in this tariff.

## 2.10. Deposits

The Company will not require deposits from Customers.

#### 2.11. Advance Payments

The Company will not require advance payments from Customers.

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## 2.12. Contested Charges and Complaints

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company within thirty (30) days. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

- 2.12.1. First, the Customer may request, and the Company 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 disconnection.)
- 2.12.2. Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Missouri Public Service Commission. The address of the Commission is:

The Truman State Office Building 301 West High Street Room 530 (Mailing) P.O. Box 360 Jefferson City, Missouri 65101 (800) 392-4211.

#### **2.13.** Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, or other local, state, and federal taxes, charges or surcharges (however designated), including 911 surcharges and federal end user and Missouri Relay charges, and excluding taxes on the Company's net income imposed on or based upon the provision, sale, or use of network services. The Company will itemize taxes and surcharges as separate line items on the Customer's bill.

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## **SECTION 3 - DESCRIPTION OF SERVICE**

#### 3.1. Timing of Calls

- 3.1.1. The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (*i.e.* when two-way communications is possible), and ends when either party hangs up.
- 3.1.2. None of the Company's charges are time-of-day sensitive.
- 3.1.3. No charges apply if a Call is not completed.
- 3.1.4. For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one (1) minute. The minimum Call duration is one (1) minute for a connected Call.
- 3.1.5. Where applicable, charges will be rounded up to the nearest penny.
- 3.1.6. Usage begins when the called party picks up the receiver (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party hangs up. The Company utilizes software answer supervision, which permits up to 60 seconds of ringing before the Call becomes billed usage. Where answer supervision is not available, any Call for which the duration exceeds sixty (60) seconds shall be presumed to have been answered and becomes billed usage.
- 3.1.7. The Company will not bill for incomplete calls where answer supervision is available. The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon (i) subscriber notification, or (ii) the Company's knowledge. Upon the Customer's request and proper verification, the Company also shall promptly adjust or credit the Customer's account for charges or payments for Calls placed to a wrong number.

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## 3.2. Start of Billing

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day after receipt by the Company of notification of cancellation, or another date mutually agreed-upon by the Customer and the Company.

## 3.3. <u>Calculation of Distance</u>

- 3.3.1. Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the Call.
- 3.3.2. Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.
  - 3.3.2.A. The airline distance between any two (2) rate centers is determined as follows:
  - 3.3.2.B. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.
    - 3.3.2.B.1. Compute the difference between the "V" coordinates of the two (2) rate centers, and the difference between the two (2) "H" coordinates (X1 X2 = V; Y1 Y2 = H).
    - 3.3.2.B.2. Square each difference obtained in Section 3.3.2.B.1. above  $(V^2; H^2)$ .
    - 3.3.2.B.3. Add the square of the "V" difference and the square of the "H" difference obtained in Section 3.3.2.B.2. above  $(V^2 + H^2 = S)$
    - 3.3.2.B.4. Divide the sum of the squares by 10 (S/10 = M).

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## 3.3 <u>Calculation of Distance</u> (Cont'd)

3.3.2 (Cont'd)

3.3.2.B (Cont'd)

3.3.2.B.5. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

## 3.4. <u>Minimum Call Completion Rate</u>

The Customer may expect a Call completion rate of at least ninety-seven percent (97%) of locally-dialed Calls without encountering a blocking or equipment-busy condition.

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## 3.5. Exchange Access Service

#### 3.5.1. General

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- (A) receive calls from other stations on the public switched telecommunications network;
- (B) access other services offered by the Company as set forth in this tariff;
- (C) access certain interstate and international calling services provided by the Company;
- (D) access (at no additional charge) the Company's operators and business office for service related assistance;
- (E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- (F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Exchange Access Services are offered:

## 3.5.1.A. Base Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard features which are set forth in Section 3.9.5 of the tariff.

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## 3.5 Exchange Access Service (Cont'd)

## 3.5.1.B. <u>Directory Listings</u>

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number<sup>1</sup> in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge.

#### 3.5.1.C. Main Number Retention

Main Number Retention is an optional feature by which a new Customer, who was formally a customer of another certificated local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Access Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

Monthly recurring and non-recurring charges apply per retained number. Rates for retained numbers may vary from area to area.

For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

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## 3.6. Resold Local Exchange Service

## 3.6.1. <u>Description</u>

Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certificated Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

## 3.7. Local Calling Service

#### 3.7.1. Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network<sup>2</sup> bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

## 3.7.2. <u>Basic Local Exchange Service</u>

This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the customer's Basic Local Calling Area.<sup>3</sup> All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 4.5 following.

#### 3.7.3. Expanded Local Exchange Service

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This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. Additional calls to the Basic Local Calling Area will be charged as specified in Section 4.5.(B) following. All calls to the Expanded Local Calling Area<sup>2</sup> will be charged a per call setup and per minute access charge as specified in Section 4.5.(B) following. All calls to destinations outside the Expanded Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 4.6.

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As specified in Southwestern Bell's tariff in effect and as amended from time-to-time.

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Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

- 3.7 <u>Local Calling Service</u> (Cont'd)
  - 3.7.3 <u>Expanded Local Exchange Service</u> (Con't):
    - (A) <u>Time Periods</u>

Day and Night/Weekend rates apply as follows:

To (but

RatesFromnot including)Days ApplicableDay9:00 A.M.9:00 P.M.Mon. - Fri.

Night/Weekend All other days, times, and holidays.

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## 3.8. <u>IntraLATA Calling Service</u>

## 3.8.1. <u>Description</u>

IntraLATA calling service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network<sup>4</sup> bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Basic Calling Area but within the same state and LATA.

#### 3.8.2. Time Periods

Day, Evening and Night/Weekend rate periods are shown below. On holidays, Evening rates will apply unless a lower rate will normally apply.

Rates	<u>From</u>	To (but not including)	Days Applicable	Discount Applicable
Day	8:00 A.M. 1:00 P.M.	12:00 P.M. 5:00 P.M.	Mon Fri. Mon Fri.	0% 0%
Evening	5:00 P.M.	11:00 P.M.	Mon Fri.	25%
Night/ Weekend	All other times	1	50%	

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

#### 3.9. Miscellaneous Local Exchange Services

## 3.9.1. Operator Services

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines.

## 3.9.1.A. <u>Definitions</u>

<u>Person--Person</u>: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

<u>Station-to-Station</u>: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

<u>Billed to Non-Proprietary Calling Card</u>: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

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## 3.9 Miscellaneous Local Exchange Services (Cont'd)

## 3.9.2. <u>Busy Line Verify and Line Interrupt Service</u>

## 3.9.2.A. <u>Description</u>

Upon request of a calling party the Company will verify a busy condition on a called line.

- (A) The operator will determine if the line is clear or in use and report to the calling party.
- (B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

#### 3.9.2.B. Regulations

- (A) A charge will apply when:
  - (1) The operator verifies that the line is busy with a call in progress.
  - (2) The operator verifies that the line is available for incoming calls.
  - (3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- (B) No charge will apply:
  - (1) When the calling party advises that the call is to or from an official public emergency agency.
  - (2) Under conditions other than those specified in 3.9.2.B(A) preceding.

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- 3.9 <u>Miscellaneous Local Exchange Services</u> (Cont'd)
  - 3.9.2 <u>Busy Line Verify and Line Interrupt Service</u> (Cont'd)
    - 3.9.2.B. Regulations (Cont'd)
      - (C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
      - (D) The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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## 3.9 Miscellaneous Local Exchange Services (Cont'd)

#### 3.9.3. <u>Service Implementation</u>

## 3.9.3.A. <u>Description</u>

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

#### 3.9.4. Restoration

## 3.9.4.A. <u>Description</u>

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established.

## 3.9.5. <u>Custom Calling Features</u>

Call Return
Repeat Dialing
Call Selector
Preferred Call Forwarding
Call Block
Call Tracing
Caller ID
Calling Number Delivery Blocking
Enhanced Caller ID
Remote Call Forwarding
Flexible Call Forwarding

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## 3.10. Special Arrangements

## 3.10.1. Special Construction

## 3.10.1.A. Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- (A) non-recurring type charges;
- (B) recurring type charges;
- (C) termination liabilities; or
- (D) combinations thereof.

## 3.10.1.B. Termination Liability

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To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- (A) The termination liability period is the estimated service life of the facilities provided.
- (B) The amount of the maximum termination liability is equal to the estimated amounts for:

3.10	Special Arrangements	(Cont'd	)

- 3.10.1 Special Construction (Cont'd)
  - 3.10.1.B. Termination Liability (Cont'd)
    - (B) (Cont'd)
      - (1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
        - (a) equipment and materials provided or used,
        - (b) engineering, labor and supervision,
        - (c) transportation, and
        - (d) rights-of-way;
      - (2) license preparation, processing, and related fees;
      - (3) tariff preparation, processing, and related fees;
      - (4) cost of removal and restoration, where appropriate; and
      - (5) any other identifiable costs related to the specially constructed or rearranged facilities.
    - (C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 3.1.10(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 3.1.10(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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#### **SECTION 3 - DESCRIPTION OF SERVICE** (Cont'd)

#### 3.10 Special Arrangements (Cont'd)

### 3.10.1.C. <u>Individual Case Basis (ICB) Arrangements</u>

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. All ICB rates are subject to Commission approval.

## 3.10.1.D. <u>Temporary Promotional Programs</u>

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. All promotions are subject to Commission approval.

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#### **SECTION 3 - DESCRIPTION OF SERVICE** (Cont'd)

#### 3.11. <u>Miscellaneous Services</u>

### 3.11.1. <u>Telecommunications Relay Services</u>

Through arrangements with other telecommunications companies, the Company will provide access to Telecommunications Relay Services ("TRS") to allow deaf, hard-of-hearing or speech-impaired persons the ability to communicate by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability. Such service includes equipment that enables two-way communication between a person who uses a telecommunication device or other non-voice terminal device and an individual who does not use such service. The Company will impose a TRS surcharge on all Customers as mandated by the Commission. This surcharge is set forth in Section 4.13.4. Pursuant to RSMo 190.310, the Company may retain one percent of the total surcharge amount collected each month to recover administrative costs associated with billing, collecting and remitting the TRS surcharges for the deaf relay service and equipment distribution program fund.

## 3.11.2. Order Change

An Order Change is a change in the Customer's service requested subsequent to installation.

# 3.11.3. Telephone Number Change

A Telephone Number Change is a change in the Customer's telephone number.

# 3.11.4. Number Intercept Treatment

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The Company will intercept all Calls to a Customer's former telephone number and give out the new number, at no charge to the Customer, provided that the Customer desires this service. Upon changing a Customer's telephone number, the Company will make this service known to the Customer and provide this service for a minimum of thirty (30) days at no charge to the Customer, provided the Customer so desires. Thereafter, upon request, the Company will provide Number Intercept Treatment to all Calls to a Customer's former telephone number for up to a six (6) month period, at the rate set forth in Section 4.13.7.

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## **SECTION 3 - DESCRIPTION OF SERVICE** (Cont'd)

## 3.11 <u>Miscellaneous Services</u> (Cont'd)

### 3.11.5. Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company may bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

## 3.11.6. Reconnection

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

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## **SECTION 4 - RATES AND CHARGES**

### 4.1. Exchange Access Service

## 4.1.1. Basic Line Service

Non-recurring and monthly recurring rates per Basic Line apply as follows:

Non-Recurring Monthly Recurring

**On-Net Services** 

Basic Local

**Exchange Service** 

Flat Rate Service

-1st Line **RESERVED FOR FUTURE USE** 

-Each Addt'l Line RESERVED FOR FUTURE USE

Measured Rate Service

-1<sup>st</sup> Line **RESERVED FOR FUTURE USE** 

-Each Addt'l Line RESERVED FOR FUTURE USE

Expanded Local

**Exchange Service** 

Flat Rate Service

-1<sup>st</sup> Line **RESERVED FOR FUTURE USE** 

-Each Addt'l Line RESERVED FOR FUTURE USE

Measured Rate Service

-1st Line **RESERVED FOR FUTURE USE** 

-Each Addt'l Line RESERVED FOR FUTURE USE

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4.2.	<b>Directory Listings</b>		
		Non-Recurring	Monthly Recurring

Each Additional Listing: N/A RESERVED FOR FUTURE USE

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4.3. Main Number Retentio	4.3.	Main	Number	Retention
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Non-Recurring Monthly Recurring

per retained number RESERVED FOR FUTURE USE

per retained RESERVED FOR FUTURE USE

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# 4.4. Resold local Exchange Service

		Non-Recurring	Monthly Recurring
Resold Basic I	Lines		
(1) Flat Ra	ate Service		
	1st Line	\$87.00	\$34.11
	Each Addtl Line	\$87.00	\$34.11
(2)		Measured Service	
	1st Line	\$87.00	\$21.03
	Each Addtl Line	\$87.00	\$21.03
Resold Basic T	<u> Trunks</u> <sup>5</sup>		
(1)		Elet Data Carvina	
(1)	1st Trunk	Flat Rate Service \$87.00	\$40.50
	Each Addtl Trunk	\$87.00	\$40.50 \$40.50
(2)	Each Addi Trunk	Measured Service	\$40.30
(2)	1st Trunk	\$87.00	\$40.50
	Each Addtl Trunk	\$87.00	\$40.50 \$40.50
		\$87.00	•
	Per line:		\$0.45
	Per PBX trunk:		\$4.05

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## 4.4. Resold Local Exchange Service (Cont'd)

	Non-R	ecurring	Monthly Recurring
--	-------	----------	-------------------

Resold Local Usage

Flat Rate Calling Unlimited

Measured Rate Calling

Peak Intra-wire Center All Other Local Calls	1st Min \$0.0250 \$0.0400	Addtl Min \$0.0100 \$0.0150
Off-Peak Intra-wire Center All Other Local Calls	1st Min \$0.0063 \$0.0100	Addtl Min \$0.0025 \$0.0038

The following rates for Local Exchange Resold Services are set forth in Section 8 and Section 10 of the tariff.

Resold features associated with Resold Local Exchange Service will be priced according to the rates established for such features in the underlying carrier's effective intrastate tariffs.

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## 4.5. <u>Local Calling Service</u>

The rates set forth in this section apply to all direct dialed local calls. For operator-assisted local calls, the operator charges listed in Section 10.1.3 apply in addition to the charges listed below.

<u>Usage Charges</u> - Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

(A) Monthly Message Allowance

Type of Service	Basic Calling Area	Extended Calling Area
Basic Local Exchange Service	TBD	$\mathrm{TBD}^6$
Expanded Local Exchange Service	TBD	TBD

<sup>\*</sup>Additional message charge of \$X.XX for each message over monthly allowance.

(B) <u>Expanded Calling Area</u> - The following usage charges apply to points in the Customer's Expanded Calling Area.

MILEAGE SETUP PER CALL PEAK OFF-PEAK

RESERVED FOR FUTURE USE

Customers of Basic Local Exchange Service are billed intraLATA rates for calls to destinations within the state and LATA but outside the Basic Local Calling Area.

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Executive Vice President of Business Development
1755 North Brown Road
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# 4.6. <u>IntraLATA Calling</u>

<u>MILEAGE</u>	FIRST MINUTE	ADDITIONAL MINUTE
0 - 8	\$0.0550	\$0.0440
9 - 12	\$0.0660	\$0.0550
13 - 16	\$0.0825	\$0.0660
17 - 21	\$0.0990	\$0.0825
22 - 26	\$0.1265	\$0.0990
27 - 31	\$0.1265	\$0.1100
32 - 41	\$0.1265	\$0.1210
42 - 56	\$0.1265	\$0.1265
57 - 71	\$0.1265	\$0.1265
72 - 87	\$0.1265	\$0.1265
88 - 127	0.1265	\$0.1265
128 +	\$0.1265	\$0.1265

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## 4.7. **Operator Services**

Per Call Charges **IntraLATA InterLATA** Person-to-Person (Operator Assisted) RESERVED FOR FUTURE USE Station-to-Station (Operator Assisted) RESERVED FOR FUTURE USE Collect RESERVED FOR FUTURE USE Sent Paid RESERVED FOR FUTURE USE Billed to Third Number RESERVED FOR FUTURE USE Operator Dialed Charge RESERVED FOR FUTURE USE (applies in addition to other operator charges) Billed to Non-Proprietary Calling Card RESERVED FOR FUTURE USE (additional surcharge) Directory Assistance RESERVED FOR FUTURE USE

Directory Assistance Call Completion RESERVED FOR FUTURE

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# 4.8. Busy Line Verify and Line Interrupt Service

Busy Line Verify Service RESERV (each request)

RESERVED FOR FUTURE USE

Busy Line Verify and Busy Line Interrupt Service (each request)

RESERVED FOR FUTURE USE

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4.9. <u>Service Implementation</u>

Resold On-Net

Non-Recurring Non-Recurring

per service order \$84.00 **RESERVED FOR FUTURE USE** 

4.10. Restoration of Service

Resold On-Net

Non-Recurring Non-Recurring

per occasion \$84.00 **RESERVED FOR FUTURE USE** 

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	4.11.	Charges for	Connecting or	<b>Changing Service</b>
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Resold On-Net

Non-Recurring Non-Recurring

Line Connection Charge

Applies per exchange access line or trunk,

First Line \$84.00 **RESERVED FOR FUTURE USE** Additional Line (each) \$84.00 **RESERVED FOR FUTURE USE** 

Line Change Charge

Applies per exchange access line or trunk

First Line \$8.00 **RESERVED FOR FUTURE USE**Additional Line (each) \$8.00 **RESERVED FOR FUTURE USE** 

Secondary Service Charge

Applies per customer request

Each \$8.00 **RESERVED FOR FUTURE USE** 

Premises Work Charge

First 15-minute increment or fraction thereof

Per increment \$17.00 **RESERVED FOR FUTURE USE** 

Each Additional 15-minute increment or fraction thereof

Per increment \$9.00 **RESERVED FOR FUTURE USE** 

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# 4.12. <u>Custom Calling Service</u>

# **Resold Rates**

Busin	ess/Business PBX	
Indivi	dual Features:	Monthly
(a)	Call Waiting	\$X.XX
(b)	Call Forwarding Variable	\$X.XX
(c)	Three-Way Calling	\$X.XX
(d)	Speed Calling (8-code)	\$X.XX
(e)	Speed Calling (30-code)	\$X.XX
(f)	Call Forwarding Busy Line	\$X.XX
(g)	Call Forwarding Don't Answer	\$X.XX
(h)	Call Forwarding Don't Answer - Ring Control	\$X.XX
(i)	Customer Control of Call forwarding Busy Line	\$X.XX
(j)	Customer Control of Call Forwarding Don't	
0,	Answer	\$X.XX
(k)	Call Forwarding Busy Line Multipath or	\$X.XX
. /	Customer Control of Call Forwarding	
	Busy Line Multipath	\$X.XX
(1)	Call Forwarding Don't Answer Multipath or	
. ,	Customer Control of Call Forwarding Don't Answer	
	Multipath	\$X.XX
(m)	Call Forwarding Variable Multipath or Remote	
` /	Access- Call Forwarding Variable Multipath	\$X.XX
(n)	Remote Access - Call Forwarding Variable	\$X.XX

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# 4.12 <u>Custom Calling Service</u> (Cont'd)

Resold Rates (Cont'd)

	ess/Business PBX		N.C. 411
Indivi	dual Features:	Non-Recurring	<u>Monthly</u>
(o)	Call Return (per line)		\$X.XX
	Call Return (per use)	\$X.XX	
	Call Return (denial of per use)	\$X.XX	
(p)	Repeat Dialing (per line)		\$X.XX
	Repeat Dialing (per use)	\$X.XX	
	Repeat Dialing (denial of per use)	\$X.XX	
(q)	Call Selector (per line)		
(r)	Preferred Call Forwarding (per line)		\$X.XX
(s)	Call Block (per line)		\$X.XX
(t)	Call Tracing (per line)		
	Per line		\$X.XX
	Per Successful Trace (non-subscrip	tion) N/A	
(u)	Caller ID (per line)		
	Caller ID - Calling Name Delivery		\$X.XX
	Caller ID - Calling Number Deliver	2	\$X.XX
	Caller ID - Calling Number & Nam	ie	\$X.XX
(v)	Calling Number Delivery Blocking -		\$X.XX
	Permanent Per line		
(w)	Calling Number Delivery Blocking -		\$X.XX
	Per Call (Per activation)		
(x)	Enhanced Caller ID (with ACR) Per Line		\$X.XX
(y)	Enhanced Caller ID (with Call Managemen		\$X.XX
(z)	Enhanced Caller ID (with ACR & Call Mar	nagement) Per Line	\$X.XX

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**Executive Vice President of Business Development** 1755 North Brown Road

# 4.12 <u>Custom Calling Service (Cont'd)</u>

### Remote Call Forwarding

The following charge is for the Remote Call Forwarding feature only and are in addition to applicable charges for service and equipment.

Remote Call Forwarding is per feature arranged and one access path for either interexchange, intraexchange, or local calling area per service request.

Resold Resold Non-Recurring Monthly

Each RESERVED FOR FUTURE USE

Additional Access Path (with initial installation) Monthly

Each RESERVED FOR FUTURE USE

On-Net On-Net Non-Recurring Monthly

Each RESERVED FOR FUTURE USE

Additional Access Path (with initial installation) Monthly

Each RESERVED FOR FUTURE USE

# Flexible Call Forwarding

The following charge is for the Flexible Call Forwarding feature only and are in addition to applicable charges for service and equipment.

Flexible Call Forwarding is an optional network feature that provides customer control for call forwarding capabilities via dial-accessed voice prompt menus.

Resold On-Net
Rates-Individual Features Monthly Monthly

Flexible Call Forwarding
Flexible Call Forwarding with Audio Calling Name
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE

By: Tricia Breckenridge

**Executive Vice President of Business Development** 

#### 4.13. Miscellaneous Services

### 4.13.1. Local Number Portability

Where applicable, the Company will assess on end User Customers a monthly LNP fee or fees to recover the Company's costs of porting the Customer's number/s from its existing carrier to the Company.

Per month charges:

Per line: \$0.45 Per PBX trunk: \$4.05

4.13.2. IntraLATA Toll Presubscription

Per PIC Change: \$5.00

4.13.3. 911 Emergency Service

Customers may be assessed a recurring monthly line item fee to compensate the Public Safety Answering Agency ("PSAA") for the provision of E911 communications service. This fee may vary, depending on the locality in which the Customer is located.

4.13.4. <u>Telecommunications Relay Surcharge</u>

Per access line (per month): \$0.13

4.13.5. Order Change

Per change: \$30.00

4.13.6. <u>Telephone Number Change</u>

Per change: \$30.00

4.13.7. Number Intercept Treatment

For initial 30 day period: no charge
For any subsequent period (monthly charge): \$5.00

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Executive Vice President of Business Development 1755 North Brown Road

4.13	Miscel	llaneous Services (Cont'd)	
	4.13.8.	Bad Check Charge	
		Per returned check:	\$30.00
	4.13.9.	Reconnection	
		Per reconnection:	\$30.00

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## **SECTION 5 - LOCAL CALLING AREAS**

# 5.1. <u>Local Calling Areas</u>

The local area of each exchange or locality includes all the central offices and localities of the exchange. The local calling areas consist of contiguous exchanges within the Local Access and Transport Area (LATA), and certain additional exchanges and localities.

The Company provides local telecommunications services to Customers in the following areas in Missouri:

HOME EXCHANGE OR	ADDITIONAL EXCHANGE AND	EXTENDED LOCAL AREA CALLING
LOCALITY	LOCALITY AREAS INCLUDED IN	
	THE LOCAL CALLING AREA IN	
	WHICH NO TOLL CHARGES WILL	
	BE ASSESSED	
St. Louis	St. Louis, Ladue, Mehlville, Sappington, Creav Cour, Kirkwood, Oakville	East St. Louis, Granite City, Illinois
	OPTIONAL METRO AREAS: Portage Des Sioux, St. Charles, Chesterfield, Manchester, Valley	
	Park, Fenton, Maxville, Imperial,	
	Harvester, Pond, Eureka, High	
	Ridge, Antonia, Herculaneum-	
	Pevely, Gray Summit, Pacific, Cedar Hill, Ware, Hillsboro,	
	Festus-Crystal City, DeSoto, St.	
	Peters, O'Fallon, Dardenne,	
	Winfield, Troy, Old Monroe,	
	Moscow Mills, Wentzville,	
	Foristell, New Melle, Defiance,	
	Augusta	

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# **KMC DATA LLC**

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By: Tricia Breckenridge
Executive Vice President of Business Development
1755 North Brown Road
Lawrenceville, GA 30042