

SECTION 101—OBSOLETE PRODUCTS AND SERVICES FORMERLY OFFERED BY LCI INTERNATIONAL TELECOM CORP.

SUBSECTION 2 SERVICE DESCRIPTION (Continued)

Missouri Public

2.23 LCI International Prepaid Debit Card

REC'D JAN 30 2002

General Description

Service Commission

LCI International Prepaid Debit Card is a debit card product which allows the customer to pre-pay for units of domestic long distance calling minutes for a flat rate (1-unit = 1-minute). To use the debit card, the customer dials a toll free number. When the call is acknowledged, the customer then enters the personal identification number of the debit card. At this point, the user is notified of the amount of units remaining on the debit card. The caller then enters the telephone number they want to call. A verbal warning is provided when the amount of units remaining on the card is reduced to a low level. A call will be disconnected upon depletion of all available units on the debit card.

The debit card is debited in full minute increments. Debiting does not begin until the call is answered by the called party.

All new orders for the debit card require a cash payment in advance either via check or wire transfer.

Recharge Feature:

A customer has the option of selecting the re-charge feature when they purchase a debit card. The recharge feature allows the customer to add additional units to their card by charging the cost to various credit cards.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

Missouri Public

2.24 Personal Perks Calling Plan

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General Description

Service Commission

Personal Perks Calling Plan is a residential designed long distance calling plan product that links customers to QCC's long distance merchant partners. The customer will be entitled to specific membership privileges associated with a QCC long distance merchant partner (i.e.: airline tickets, hotel discounts, etc.) by using the Personal Perks product. Additionally, Personal Perks has its own exclusive calling card.

Billing Increments

Billing will be done in initial sixty (60) second increments and additional sixty (60) second increments.

Rates/Rate Periods

See Subsection 4.23 for rates. Rate periods are as follows:

Day:	8:00 AM to 5:00 PM (Monday thru Friday).
Evening:	5:01 PM to 11:00 PM (Monday thru Friday).
Night/Weekend:	All other times.

Availability

Personal Perks Calling Plan is available to any customer.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

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2.25 LCI Home 800

Service Commission

General Description

LCI Home 800 is a 800 product designed for residential customers that can be used by customers anywhere in the domestic United States, Alaska and Hawaii. A customer will be assigned an 800 number and security code. Calls made to their 800 number with their security code will ring to their residence.

Billing Increments

Billing will be done in full minute increments.

Rates/Rate Periods

See Subsection 4.24 for rates. The rate period is flat.

Availability

LCI Home 800 is available to any residential customer.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

Service Commission

2.26 Simply BusinessSM

Simply BusinessSM is a service line consisting of switched outbound, switched inbound and card services. The services have flat rates which are based on term and minimum usage commitments. Simply BusinessSM is intended for the small business segment billing a total of \$100 to \$2,500 in telecommunications services monthly. This service works well with both single locations and multiple location businesses.

Billing/Rounding

Intrastate rates are quoted in full minutes. Call rounding is thirty (30) second initial and one (1) second incremental. Call duration is calculated on a per call basis rounding up to the full increment. Call rating is on a bulk basis (all call duration totaled and then rated). Total is rounded to the nearest full cent.

Rates

See Subsection 4.25.

Note: There are no holiday rates.

Rates Periods

Peak: Monday through Friday 8:00 A.M. to 5:00 P.M.
Off-Peak: All other times.

WorldCard

The WorldCard is billed in initial thirty (30) seconds, then in six (6) second increments. The WorldCard rates are in Subsection 4.25.

Terms and Agreements

Simply BusinessSM is available in month to month, twelve (12) and twenty-four (24) month term plans.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

Service Commission

2.26 Simply BusinessSM (Continued)

Option D

There is no minimum monthly usage commitment for customers receiving service under month-to-month plans. There is a minimum monthly usage commitment of \$35 for customers receiving service under term plans. If the customer's invoiced usage charges are less than the required minimum monthly usage commitment, the customer will be billed and required to pay a short fall charge equal to the difference between the monthly commitment and the actual amount billed. This short fall charge will be applied beginning with the customer's first full month's invoice.

Q.biz

There is no minimum monthly usage commitment for customers receiving service under month-to-month plans. There is a minimum monthly usage commitment of \$25 for customers receiving service under term plans. If the customer's invoiced usage charges are less than the required minimum monthly usage commitment, the customer will be billed and required to pay a short fall charge equal to the difference between the monthly commitment and the actual amount billed. This short fall charge will be applied beginning with the customer's first full month's invoice.

Renewals

Upon expiration of the initial term and subsequent renewal term(s), the Customer's Agreement will automatically renew for a like period, unless either party notifies the other in writing of its intention not to renew 30 days before the end of the agreed term. The automatic renewal will be for the same length and at the current tariffed rates in effect at the time of such renewal associated with the term and volume of the original Agreement.

Early Termination Charges

1. QCC will allow a customer to terminate its Agreement prior to its expiration date provided the Customer is converting to another QCC product with equal or greater term and volume commitment levels.
2. If a Customer terminates their service without cause prior to the expiration date of their term Agreement, the Customer will be billed and required to pay the minimum monthly usage charge for the remainder of the term Agreement.

Payphone Use Charge

A charge will apply to calls that originate from any payphone used to access QCC services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with QCC service, applies for the use of the instrument used to access QCC service and is unrelated to the QCC service accessed from the payphone. Customers will be charged the payphone use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

Service Commission

2.27 WorldCard Plus Calling Card

General Description

WorldCard Plus Calling Card is designed for residential services. WorldCard Plus allows customers to make domestic and international calls away from home anywhere in the United States.

To initiate a WorldCard Plus call, the customer dials a toll free 800 number. The voice response unit ("VRU") then instructs the customer to input the authorization code, which is the customer's billed to number plus four (4) digits. After the proper verification of the authorization code, the VRU guides the customer through the available options.

Billing

All domestic calls are billed in full minute increments.

Availability

WorldCard Plus is restricted to the following MTS services: All-America Plan and LightCall Plus, Option T; and Simple, Fair and Inexpensive.

Rates

See Subsection 4.26.

Payphone Use Charge

A charge will apply to calls that originate from any payphone used to access QCC services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with QCC service, applies for the use of the instrument used to access QCC service and is unrelated to the QCC service accessed from the payphone. Customers will be charged the payphone use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

REC'D JAN 30 2002

2.28 LCI Alternative

Service Commission

LCI Alternative is designed for small switched business customers that generate less than \$150 in telecommunication costs per month. LCI Alternative service requires a minimum of \$20 dollars in monthly usage. If the customer bills less than \$20 per month, they will be billed for the difference between the \$20 minimum monthly requirement and the amount actually billed.

The first 800 number is provided at no cost; each additional 800 number is five dollars (\$5.00) per month, per 800 number. This service limits customers to a total of three (3) 800 numbers.

Billing

Intrastate rates are quoted in full minutes. Call rounding is thirty (30) second initial and one (1) second incremental. Call duration is calculated on a per call basis rounding up to the full increment. Call rating is on a bulk basis (all call duration totaled and then rated). Total is rounded to the nearest full cent.

Rates

See Subsection 4.

All rates are based on 7 days/24 hours a day.

Note: There are no holiday rates.

WorldCard

The WorldCard is billed in initial thirty (30) seconds, then in six (6) second additional increments. The WorldCard rates are in Subsection 4.

Optional Features

Account Codes (outbound and inbound) and Directory Assistance.

Payphone Use Charge

A charge will apply to calls that originate from any payphone used to access QCC services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with QCC service, applies for the use of the instrument used to access QCC service and is unrelated to the QCC service accessed from the payphone. Customers will be charged the payphone use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

2.29 Simple, Fair & Inexpensive (SFI)

Service Commission

General Description

SFI allows customers to complete interlata and intralata toll calls between two points within the State. Service is available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week.

Billing

Billing will be done in full minute increments.

Availability

SFI is available to all existing and future customers and is only available on an intrastate basis when the customer has signed up for the interstate SFI through QCC's Rate and Services Schedule No. 8.

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SUBSECTION 2. SERVICE DESCRIPTION (Continued)

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2.30 Multi-Level Marketing (MLM)

Service Commission

This product is designed for small businesses, residential businesses, and residential independent agent customers. This service allows a customer to complete interLATA and intraLATA toll calls between two points within the State.

Billing

Billing will be done initial thirty (30) seconds and each additional in six (6) second increments.

Availability

MLM is available to existing and future customers and is only available on an intrastate basis when the customer has signed up for the interstate MLM through QCC's Rates and Services Schedule No. 8.

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REC'D JAN 30 2002

SUBSECTION 2 SERVICE DESCRIPTION (Continued)

2.31 Simply GuaranteedSM Description

Service Commission

Simply GuaranteedSM is a voice and data service offering flat rated inbound, outbound, international, WorldCard, private line and frame relay products. Simply GuaranteedSM is designed for new businesses with a monthly revenue between \$200 to \$25,000. It is available on a month-to-month basis or a term contract (1 or 2 year). The terms have seven interstate commitment levels (\$200, \$750, \$2,500, \$4,000, \$7,000, \$12,000, \$20,000).

Billing and Rounding

Rates are quoted in full minutes. Call rounding is six (6) second initial and one (1) second incremental.

Key Features

- Guaranteed Rates
- Flat rate pricing
- Switched and dedicated, outbound and inbound access
- Data offerings including private line and frame relay
- No surcharge, flat rated WorldCard

Minimums

There is a minimum monthly usage commitment per month ("Monthly Commitment"). QCC will count Customer's total LCI Simply GuaranteedSM Service usage set forth in the customers term commitment; less taxes, monthly recurring charges (MRCs), directory assistance, and non-recurring charges (NRCs) to determine whether a customer satisfies the Monthly Commitment requirement designated above. If, at the end of the fourth billing cycle, a customer has not met the minimum monthly commitment, the Customer must pay the difference between the actual eligible volume and its monthly volume commitment.

Availability

This service is only offered when customers sign up for Simply GuaranteedSM at the interstate level.

Simply GuaranteedSM FramePlus

FramePlus frame relay service is a public, fast-packet data network offering. Customers access Frame Plus at QCC's closest Points of Presence (POPs). Within the POP, QCC designs and installs Network Node connections on the FramePlus network. A Network Node is comprised of a Port Connection and Permanent Virtual Circuits (PVCs) that define the connections between customers' ports. QCC dynamically allocates capacity across these logically assigned PVCs, supporting multiple customer data networks. FramePlus supports a variety of simultaneous data applications over a single integrated facility. It is optimal for applications requiring transmission between multiple locations that need high speed connectivity with low latency or delay.

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REC'D JAN 30 2002

SUBSECTION 2 SERVICE DESCRIPTION (Continued)

Service Commission

2.31 Rate Guarantee

Switched and Dedicated

In return for the Customer's volume and term commitment, QCC will provide LCI Simply Guaranteed switched and dedicated services for the duration of the customers term at the tariffed rates in effect at the time the customers agreement is executed by Customer. If the tariffed rates for switched and/or dedicated services used by Customer decrease during the customers term, such rate decreases will be passed through to Customer. Customer's Simply Guaranteed switched and dedicated services will not, during the initial Term, exceed the rates in effect at the time the agreement is executed by Customer.

Private Line and Frame Relay

All subsequent dedicated leased lines and/or frame relay ports and permanent virtual circuits (PVCs) that are ordered and installed under an existing Simply Guaranteed agreement will be rated at the rates which were in effect at the time the initial contract was executed. All circuits and/or frame relay ports are guaranteed for the length of the term contract. Month-to-month circuits and/or frame relay ports will be subject to rate increases as these increases are implemented. Locations and services can be added/deleted/changed throughout the term and still be covered under the original package.

Renewals

Upon expiration of the initial term and subsequent renewal term(s), the customer's agreement will automatically renew for a like period, unless either party notifies the other in writing of its intention not to renew 30 days before the end of the agreed term. The automatic renewal will be for the same contract length and the current tariff rates associated with the term and volume of the original contract.

Early Termination Charges

Either Customer or QCC may terminate an Agreement at the end of the initial Term by providing not less than thirty (30) days written notice. Customer's notice of termination must be sent to: LCI International, Inc., 4650 Lakehurst Court, Dublin, OH 43016 Attention: Billing Department. If no written notification is submitted to QCC's Billing Department not less than thirty (30) days prior to expiration of an Agreement and QCC has not given notice of termination to Customer, the Agreement shall automatically renew at the same Monthly Commitment level and Term and at the tariffed rates in effect at the time of such renewal.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

REC'D JAN 30 2002

2.31 Simply GuaranteedSM (Continued)

Service Commission

Early Termination Charges (continued)

If Customer commits to a one (1) year Term and terminates this Agreement prior to the expiration of the Term, Customer agrees to pay an early termination charge equal to one hundred percent (100%) of the Monthly Commitment times the number of months remaining in the unexpired Term of this Agreement. If Customer commits to a two (2) year Term and terminates this Agreement prior to the expiration of the Term, Customer agrees to pay an early termination charge equal to one hundred percent (100%) of the Monthly Commitment times the number of months remaining in the first year of the Term PLUS thirty-five percent (35%) of the Monthly Commitment for each month (i.e., 12) of the second year of the Term of this Agreement. If Customer commits to a two (2) year Term and terminates this Agreement after the first year of the Term but prior to the expiration of the second year, Customer agrees to pay an early termination charge equal to one hundred percent (100%) of the Monthly Commitment times the number of months remaining in the unexpired Term of this Agreement. The foregoing early termination charges shall not apply in instances where Customer terminates this Agreement by converting to a new LCI Simply GuaranteedSM commitment that is equal to or greater than its current term and Monthly Commitment.

If Customer disconnects any or all of its LCI Simply GuaranteedSM Service, Customer is responsible for contacting its local exchange carrier to cancel its dedicated circuits and to notify QCC in writing within thirty (30) days of such cancellation.

Simply GuaranteedSM Domestic WorldCard - is a flat rated card, with no surcharge, 1-800-860-4444 access number, voice prompting, speed dialing and customer defined BTN + 4. Rates are quoted in full minutes. Call rounding is sixty (60) second initial and six (6) second incremental.

Rates: See Subsection 4.31.
Note: There are no holiday rates.

Rate Periods:
Peak: Monday through Friday 8:00 A.M. to 5:00 P.M.
Off-Peak: All other times.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

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2.31 Simply GuaranteedSM (Continued)

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Payphone Use Charge

Service Commission

A charge will apply to calls that originate from any payphone used to access QCC services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with QCC service, applies for the use of the instrument used to access QCC service and is unrelated to the QCC service accessed from the payphone. Customers will be charged the payphone use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

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2.33 Military Talk

Service Commission

General Description

Military Talk is a calling card which is available to all active military personnel. Military Talk provides access to the QCC Network via 800 access with a nine digit personal authorization code to place calls within the United States and worldwide termination.

Billing

Billing will be done in initial thirty (30) seconds and additional one (1) second increments.

Rates

The per minute rates are the same for calls made from within and outside the customers specified NPA. See Rates in Subsection 4.32.

Availability

Military Talk is available to all active military branches.

Credit Limit

The initial credit limit is \$75.00. All adjustments will be done on an individual case basis solely determined by QCC.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

Service Commission

2.34 Earthtalk

Earthtalk is a calling card service designed for individuals 18 years or older who desire a long distance service that donates a portion of the customer's monthly billing to various environmental groups.

Billing

Billing will be done in initial thirty (30) seconds and additional one (1) second increments.

Rates

The minute of use rates are the same for calls made from within and outside a customer's specified NPA. See Subsection 4.33 of this tariff for rates.

Credit Limit

The initial credit limit is \$75.00. All adjustments will be done on an individual case basis solely determined by QCC.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

Service Commission

2.35 World Talk Switched

General Description

World Talk Switched is a calling card service which provides long distance service via switched access. World Talk Switched is designed for groups and/or organizations whose members are 18 years or older and would like the benefit from having a calling card service.

Billing

Billing will be done in initial thirty (30) seconds and additional one (1) second increments.

Rates

The rates are the same for calls made from within and outside the school's NPA. Also, there is a fee to reinstate services disconnected due to non-payment, abuse to or improper use of the service. See Subsection 4.34 of this tariff.

Credit Limit

There will be a \$75 credit limit (no deposit based on possible credit check). Once the customer exceeds \$75 they are prohibited from making additional calls until balance is less than \$75. All customers will be notified that they have exceeded their credit limit via an automated recording on their phone. The recording will provide a toll free number to call QCC.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

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2.36 World Talk Dedicated Service

Service Commission

General Description

World Talk Dedicated Service is designed for all types of housing entities that want to provide a long distance service to their residents. World Talk Dedicated Service will provide long distance service to all types of housing entities whose residents are 18 years or older. This service requires dedicated access and the use of authorization codes.

Credit Limit

There will be a \$75 credit limit (no deposit based on possible credit check). Once the customer exceeds \$75 they are prohibited from making additional calls until balance is less than \$75.

All customers will be notified that they have exceeded their credit limit via an automated recording on their phone. The recording will provide a toll free number to call QCC.

Billing

Billing will be done in initial thirty (30) seconds and additional one (1) second increments.

Rates

There is a per minute usage rate. See Subsection 4.35 of this tariff.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

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2.37 Option T

Service Commission

General Description

Option T will allow a customer to complete intrastate toll calls between two points within Missouri. Service is available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week. There will be one flat rate for all times of day.

Billing

Billing will be done in full minute increments.

Availability

Option T is available to all customers that have no more than a total of two (2) residential or business lines. Option T is only available on an intrastate basis when the customer has signed up for interstate Option T.

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SECTION 101—OBSOLETE PRODUCTS AND SERVICES FORMERLY OFFERED BY LCI INTERNATIONAL TELECOM CORP.

SUBSECTION 2 SERVICE DESCRIPTION (Continued)

Missouri Public

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2.38 Q.guaranteed

Service Commission

Description

Q.guaranteed is a voice and data service offering flat rates based on term and minimum usage commitments. Q.guaranteed is designed for new businesses with a monthly revenue between \$100 to \$100,000. It is available on a month-to-month basis, one year, two year, or three year term commitment and the terms have thirteen (13) commitment levels.

Billing and Rounding

Rates are quoted in full minutes. Call rounding is six (6) second initial and one (1) second incremental. For customers who sign up after November 25, 2000, call rounding will be initial eighteen (18) seconds and six (6) second incremental.

Rates

See Subsection 4.37 herein for intrastate rates.

Directory Assistance

Directory Assistance is available for all Q.guaranteed Customers. Per call rates are listed in Subsection 4.2.

Minimums

There is a minimum monthly usage commitment per month (Monthly Commitment) for all Customers. QCC will count the Customer's total LCI Q.guaranteed service usage set forth in the Customer's term commitment; less taxes, monthly recurring charges, and non-recurring charges) to determine whether a customer satisfies the Monthly Commitment requirement. If, during any month the Customer's invoiced usage charges are less than the required Monthly Commitment, the Customer will be billed and required to pay the difference between the Monthly Commitment and the actual amount billed. For Month-to-Month Customers, this requirement will be applied beginning with the Customer's first full month's invoice. For those Customers who sign a one, two, or three year term commitment, this requirement will be applied with their fourth full month's invoice.

Renewals

The Customer or QCC may terminate the term commitment at the end of the initial term by providing not less than thirty (30) days written notice. The Customer's notice of termination must be sent to: LCI International Telecom Corp., Attention: Cancellation Notification, Department 0270/1021, 4650 Lakehurst Court, Dublin, OH 43016. If written notification is not submitted to QCC at least thirty (30) days prior to the expiration of the term commitment, and QCC has not given notice of termination to the Customer, this term commitment shall automatically renew based on the same terms and conditions, at the same monthly commitment level and initial term, and at the tariffed rates in effect at the time of such renewal.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

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2.38 Q.guaranteed (Continued)

Service Commission

Early Termination Charges

Customers who terminate their term commitment prior to the expiration date and do not provide written notification to QCC, will be billed and required to pay termination charges equal to the number of months remaining in the term multiplied by the monthly commitment level.

Customers who terminate their term commitment prior to the expiration date and do provide written notification to QCC, will be responsible for the following charges, payable upon receipt:

• 1 Year Contract

Early termination charges for Customers who terminate service prior to the expiration of their one (1) year term are calculated by taking the months remaining on the contract and multiplying by the monthly commitment level.

• 2 Year Contract

If the contract is in the first 12 months, the Customer will be responsible to QCC for:

The remaining number of months of the first 12 months multiplied by the commitment level plus 35% of months remaining in the second 12 months.

If the contract is in the 2nd 12 months, the Customer will be responsible to QCC for:

The remaining number of months multiplied by the monthly commitment level.

• 3 Year Contract

If the contract is in the first 12 months, the Customer will be responsible to QCC for:

The remaining number of months of the first 12 months multiplied by the commitment level plus 35% of months remaining in the second and third 12 months.

If the contract is in the second 12 months, the Customer will be responsible to QCC for:

The remaining number of months of the second 12 months multiplied by the monthly commitment level plus 35% of months remaining in the third 12 months.

If the contract is in the third 12 months, the Customer will be responsible to QCC for:

The remaining number of months multiplied by the monthly commitment level.

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Missouri Public

SUBSECTION 2 SERVICE DESCRIPTION (Continued)

REC'D JAN 30 2002

2.38 Q.guaranteed (Continued)

Service Commission

Guarantees

Q.guaranteed Customers are eligible to receive the following guarantees:

Rate Guarantee - QCC guarantees that if tariffed usage rates increase or tariffed discounts decrease beyond the tariff in effect at the time the Customer begins a term commitment, these usage rate increases or discount decreases will not be passed on to the Customer during the length of the Customer's term. This guarantee does not apply to rate modifications instituted by QCC in response to the actions of any regulatory agency, legislative body or court of competent jurisdiction.

Customer Satisfaction Guarantee - See Subsection 3.23 for a detailed description of this guarantee.

Toll Free Service Assurance Guarantee - See Subsection 3.35 for a detailed description of this guarantee.

Performance Guarantees:

The following three performance guarantees are only available to those Customers who commit to a monthly volume level of \$7,000 or greater:

Installation Guarantee - QCC guarantees that it will install the Customers Q.guaranteed service, switched and/or dedicated, including frame relay, by the date promised to the Customer, or the Customer is entitled to receive a \$500 credit (if commitment level is between \$7,000 and \$20,000) or a \$1,000 credit (if commitment level is between \$35,000 and \$100,000). This credit will be applied on the Customer's subsequent month's invoice.

Quarterly Account Review Guarantee - QCC guarantees that the assigned QCC account team will review all new Q.guaranteed Customer's accounts on a quarterly basis for the entire length of the Customer's term commitment.

Payphone Use Charge

A charge will apply to calls that originate from any payphone used to access QCC services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with QCC service, applies for the use of the instrument used to access QCC service and is unrelated to the QCC service accessed from the payphone. Customers will be charged the payphone use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

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Missouri Public

SUBSECTION 2 SERVICE DESCRIPTION (Continued)

REC'D JAN 30 2002

2.38 Q.guaranteed (Continued)

Service Commission

Guarantees (Continued)

Service Outage Resolution Guarantee - QCC guarantees that it will restore any service outages the Customer may incur on their end-to-end Q.guaranteed service within four (4) hours or less or the Customer is entitled to receive a \$500 credit (if commitment level is between \$7,000 and \$20,000) or a \$1,000 credit (if commitment level is between \$35,000 and \$100,000). This credit will be applied on the Customer's subsequent month's invoice. The Service Outage Resolution Guarantee shall not apply for the following reasons:

1. Interruptions caused by the negligence of the Customer or others authorized by the customer to use the customer's service.
2. Interruptions due to failure of power, equipment, service, or systems not provided by QCC.
3. Interruptions during any period in which QCC or its agents are not afforded access to the premises where the access line is terminated.
4. During any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.
5. Interruptions not immediately/promptly reported to QCC.
6. Interruptions during any period when the Customer or user has released service to QCC for maintenance or rearrangement purpose, or for the installation of a Customer service order.
7. Force majeure events beyond the reasonable control of QCC including, but not limited to, acts of God, government regulation, national emergency, failure of power, system failure, or service not supplied by QCC or the access provider.
8. Labor strikes.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

Missouri Public

2.38 Q.guaranteed (Continued)

REC'D JAN 30 2002

Guarantees (Continued)

Service Commission

The following three performance guarantees are available to all Customers regardless of monthly volume commitment levels:

Network/Service Availability Guarantee - QCC guarantees for all Basic Digital Service, Extended Digital Service, Terrestrial Digital Service, and High Speed Digital Service circuits that it will provide an average of 99.9% Customer network availability and 99.85% end-to-end availability (when access is ordered by QCC on behalf of the Customer) per month for all Q.guaranteed Customers or the Customer is entitled to receive a credit equal to 10% of the Customer's network port and PVC/CIR monthly recurring charges for that month. This credit will be applied on the Customer's subsequent month's invoice and shall be in lieu of any service interruption or outage credit(s) that Customer might have been entitled to receive as set forth in this tariff. This credit is applicable on a per account basis per month and is based on the average availability across all of Customer's circuits throughout the given month. This guarantee shall not apply to LCI @ccess Service or LCI Private Line Service.

Network availability is measured as the total number of minutes in a calendar month during which private line circuits are available to exchange data between two network end points, divided by the total number of minutes in a calendar month. For the purposes of this guarantee, a lapse in network availability is calculated commencing with the date on which the Customer informs QCC of service non-availability and ends on the date of service restoration. For purposes of this measurement, the private line circuit will be measured from Point of Presence to Point of Presence and will not include customer premise equipment or local access facilities.

No credit allowances will be made for:

1. Circuits provisioned within the last 30 days.
2. Interruptions caused by the negligence of the Customer or others authorized by the customer to use the customer's service.
3. Interruptions due to failure of power, equipment, service, or systems not provided by QCC.
4. Interruptions during any period in which QCC or its agents are not afforded access to the premises where the access lines associated with the Customer's service are terminated.
5. Interruptions during any period when the Customer or user has released service to QCC for maintenance or rearrangement purpose, or for the installation of a Customer service order.
6. Interruptions during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.
7. *Force majeure* events beyond the reasonable control of QCC including, but not limited to, acts of God, government regulation, national emergency, failure of power, system failure, or service not supplied by QCC or the access provider.
8. Labor Strikes.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

Missouri Public

2.38 Q.guaranteed (Continued)

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Guarantees (Continued)

Service Commission

Network/Service Availability Guarantee (Continued)

End-to-end availability is measured as the total number of minutes in a calendar month during which private line circuits are available to exchange data between two network end points, divided by the total number of minutes in a calendar month. For the purposes of this guarantee, a lapse in network availability is calculated commencing with the date on which the Customer informs QCC of service non-availability and ends on the date of service restoration. For purposes of this measure, the private line circuit will be measured from demarcation point to demarcation point, and will not include customer premise equipment.

Calculation: Monthly Network Availability Time (%) - 1- [Total minutes of network non-availability per month / (Total number of private line circuits x days in month x 24 hours x 60 minutes)].

Frame Delivery - QCC guarantees to achieve a Frame Delivery rate of 99.9% for CIR frames (end-to-end CIR packet delivery only applies to frame slot marked discard eligible). QCC guarantees to achieve a Frame Delivery rate of 99% for non-CIR frames. If QCC does not meet this guarantee, the Customer is entitled to a credit equal to 10% of the Customer's network port and PVC/CIR monthly recurring charges for that month.

Definition: Frame Delivery is the percentage of frames which are successfully delivered over the QCC network, excluding frames which are not delivered due in whole or in part to factors unrelated to the QCC network.

Calculation: Frame Delivery (Throughput) is measured as the percentage of frames presented to the QCC network by the Customer versus those which are successfully delivered by the QCC network. The percentage is based on Frame Delivery (Throughput) across the Customer's entire network, not on an individual location or PVC basis.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

Missouri Public

2.38 Q.guaranteed (Continued)

REC'D JAN 30 2002

Guarantees (Continued)

Service Commission

Frame Delivery (Continued)

Exclusions: Frame Delivery (Throughput) measurements shall not include periods of non-availability resulting in whole or in part from one or more of the following causes:

1. Any act or omission causing interruptions by negligence on the part of the customer, its contractors, any local access provider, or any other entity over which the customer exercises control or has the right to exercise control.
2. Interruptions during any period in which QCC or its agents are not afforded access to the premises where the access lines associated with the Customer's service are terminated.
3. Interruptions during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.
4. Any circuits provisioned within the last 30 days.
5. Scheduled maintenance interruptions and outages.
6. Labor strikes.
7. Force majeure events beyond the reasonable control of QCC including, but not limited to, acts of God, government regulation, national emergency, failure of power, system failure, or service not supplied by QCC or the access provider.
8. Frames dropped at infrastructure egress due to improper customer specifications of customer port speeds.
9. Interruptions due to failure of power, equipment, service, or systems not provided by QCC.

Network Transit Delay - QCC guarantees to achieve a one-way Network Transit Delay within the Continental United State for 100 byte frames at 35 milliseconds or less, 500 byte frames at 95 milliseconds or less, and 1,600 byte frames at 250 milliseconds or less (including protocol overhead). Network Transit Delay (Latency) measures only delay on the QCC network, external factors which may cause delay (e.g., access serialization, access link congestion) are excluded from the measurement. If QCC does not meet this guarantee, the Customer is entitled to a credit equal to 10% of the Customer's network port and PVC/CIR monthly recurring charges for that month.

Definition: Network Transit Delay (Latency) measures one-way delay between the origination and destination infrastructure ports. It is defined as the period of time commencing with transmission of the last bit of a packet from the origination infrastructure.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

Missouri Public

2.38 Q.guaranteed (Continued)

REC'D JAN 30 2002

Guarantees (Continued)

Service Commission

Network Transit Delay (Continued)

Exclusions: Network Transit Delay (Latency) measurements shall not include periods of non-availability resulting in whole or in part from one or more of the following causes:

1. Any act or omission causing interruptions by negligence on the part of the customer, its contractors, any local access provider, or any other entity over which the customer exercises control or has the right to exercise control.
2. Interruptions during any period in which QCC or its agents are not afforded access to the premises where the access lines associated with the Customer's service are terminated.
3. Interruptions during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.
4. Any circuits provisioned within the last 30 days.
5. Scheduled maintenance interruptions and outages.
6. Labor strikes.
7. Force majeure events beyond the reasonable control of QCC including, but not limited to, acts of God, government regulation, national emergency, failure of power, system failure, or service not supplied by QCC or the access provider.
8. During periods in which a major network component (e.g., backbone link or gateway switch) is not functioning and the network is in an emergency reroute configuration.
9. Interruptions due to failure of power, equipment, service, or systems not provided by QCC.

Credit Limitation: If the Customer experiences network or service performance for QCC FramePlus Frame Relay at levels below those stated herein for two or more elements (Network Availability, Frame Delivery, and Network Transit Delay) in the same month, the Customer is entitled to receive credits pursuant to one of the applicable credit sections only. In addition, QCC will not issue credits pursuant to the Service Level Guarantee for more than six months in any twelve month period.

Availability: Tariffed QCC FramePlus Frame Relay service elements may not be available at or between all service points.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

REC'D JAN 30 2002

2.38 Q.guaranteed (Continued)
Plus Program

Service Commission

If a term Customer's usage charges meet or exceed any other higher monthly commitment level, the Customer will be credited the difference between the rates at the level/term it committed to and the rates it would have received if it had committed to the next immediate commitment level with the same term length. The credit will be applied in the actual month in which the usage occurred. Month-to-Month Customers are not eligible for the Plus Program.

Q.guaranteed - WorldCard

Q.guaranteed WorldCard is a flat, per minute rated calling card service, with a per call surcharge. Rates are quoted in full minutes. Call rounding is six (6) second initial and six (6) second increments. See Subsection 4.37-A for rates and Subsection 4.37-B for surcharge.

Enhanced Toll Free Features

Q.guaranteed offers Enhanced Toll Free Features for all Q.guaranteed Customers. If the Customer signs a term commitment, the Customer is eligible to receive selected features at a 'packaged' rate or the Customer can subscribe to features individually.

Q.guaranteed - FramePlus

FramePlus frame relay service is a public, fast-packet data network offering. Customers access FramePlus at QCC's closest Points of Presence (POPs). Within the POP, QCC designs and installs Network Node connections on the FramePlus network. A Network Node is comprised of a Port Connection and Permanent Virtual Circuits (PVCs) that define the connections between customers' ports. QCC dynamically allocates capacity across these logically assigned PVCs, supporting multiple customer data networks.

FramePlus supports a variety of simultaneous data applications over a single integrated facility. It is optimal for applications requiring transmission between multiple locations that need high speed connectivity with low latency or delay.

ATA Program

QCC will offer the following program to nationwide associations that:

- 1) Promote QCC services on an exclusive basis to its current and prospective membership;
- 2) Actively market QCC services to its entire current and prospective membership; and,
- 3) Generate total usage of at least \$500,000 per month from all enrolled members by the 24th month of the program.

Members of Associations enrolled in this Program and who execute the appropriate enrollment form will receive the Q.guaranteed rates set forth in Subsection 4.37-I for switched, dedicated and WorldCard services and the rates set forth in Subsections 4.37-C through 4.37-H for all other services. The rates will apply in accordance with the Customer's term commitment and associated Monthly Commitment level. If a Customer's actual monthly usage of LCI Q.guaranteed services falls below its Monthly Commitment, the Customer will be charged the rates based on its actual usage level. Customers will not be billed and required to pay underutilization charges if their monthly usage falls below their original Monthly Commitment. If a Customer ceases to be an Association Member enrolled in this Program, the Customer will no longer receive the rates associated with this Program and will be converted to standard Q.guaranteed rates in accordance with the terms of this tariff. QCC reserves the right to terminate from this Program, on twelve (12) months written notice, any Association that fails to comply with all of the subscribes to the Interstate ATA Program.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

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2.39 LCI Preference

Service Commission

General Description

LCI Preference is designed for small business customers billing between \$50 and \$500 a month in switched long distance service. Customers must subscribe to a one, two or three year term commitment. LCI Preference Customers will be billed a monthly recurring charge per "Service Location", as defined herein. If, during any month the Customer's invoiced usage charges are less than the monthly fee, the Customer will be billed and required to pay the difference between the monthly fee and the actual amount billed.

Billing/Rounding

Billing will done in initial thirty (30) second increments and additional one (1) second increments for all domestic LCI Preference calls. Call duration is calculated on a per call basis rounding up to the full increment. Call rating is on a bulk basis (all call duration totaled and then rated). Total is rounded to the nearest full cent.

Rates

The per minute usage rates may be found in Subsection 4.38 herein.

Directory Assistance

Directory Assistance is available for all LCI Preference Customers. Per call rates are listed in Subsection 4.2.

Renewals

The Customer or QCC may terminate the term commitment at the end of the initial term by providing not less than thirty (30) days written notice. The Customer's notice of termination must be sent to: LCI International Telecom Corp., Attention: Cancellation Notification, Department 0270/1021, 4650 Lakehurst Court, Dublin, OH 43016. QCC will notify customers of contract renewal 60 days prior to contract expiration. If written notification is not submitted to QCC at least thirty (30) days prior to the expiration of the term commitment, and QCC has not given notice of termination to the Customer, this term commitment shall automatically renew based on the same terms and conditions and at the tariffed rates in effect at the time of such renewal.

Payphone Use Charge

A charge will apply to calls that originate from any payphone used to access QCC services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with QCC service, applies for the use of the instrument used to access QCC service and is unrelated to the QCC service accessed from the payphone. Customers will be charged the payphone use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

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2.39 LCI Preference (Continued)

Service Commission

Early Termination Charges

1. QCC will allow a Customer to terminate its LCI Preference term agreement prior to its expiration date provided the Customer is converting to another QCC product with equal or greater term and volume commitment levels.
2. Customers who terminate their term commitment prior to the expiration date and provide written notification to QCC, will be billed and required to pay on their next full month's invoice a single charge calculated by taking the monthly fee multiplied by the number of service locations multiplied by the number of months remaining in the term contract.
3. Customers who terminate their term commitment prior to the expiration date and do not provide written notification to QCC, will be billed and required to pay each month for the remainder of the contract a charge calculated by taking the monthly fee multiplied by the number of service locations.

Guarantees

LCI Preference Customers are eligible to receive the following guarantees:

Toll Free Service Assurance Guarantee - See Subsection 3.35 for a detailed description of this guarantee.

Customer Satisfaction Guarantee - See Subsection 3.23 for a detailed description of this guarantee.

LCI Preference - WorldCard

LCI Preference WorldCard is a flat, per minute rated calling card service, with a per call surcharge. Rates are quoted in full minutes. Call rounding is initial thirty (30) second increments and additional six (6) second increments. See Subsection 4.38 for rates and surcharge.

Enhanced Toll Free Features

LCI Preference offers Enhanced Toll Free Features for all Customers. See Subsection 4.38 for monthly recurring and non-recurring charges.

Availability

LCI Preference is available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week. All Customers must have at least two (2) business lines subscribed to LCI Preference.

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SUBSECTION 2 SERVICE DESCRIPTION (Continued)

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2.40 LCI Difference

Service Commission

General Description

LCI Difference will allow a Customer to complete calls between any two points within the state of Missouri. LCI Difference Calling Card and LCI Home 800 service is also available to Customers subscribing to LCI Difference. There are different pricing plans associated with LCI Difference to accommodate variations in Customer's calling patterns. These options are identical in description on an intrastate level but vary on their per minute usage rates on an interstate level. (For interstate rates and charges, see Qwest tariff, FCC #3)

A monthly fee will be applied (where applicable) beginning with the Customer's first invoice. Service is available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week.

Difference #6 - Customers must enroll in the offer via a company-designated Internet address. Upon enrollment in the offer, the Customer must designate to the Company a valid commercial credit card through which the Customer will be automatically billed for usage under the offer. Customers may review billing details via Company on-line Customer Service using the Internet.

Billing

Billing will be done in full minute increments for all options.

Rates

The per minute usage rates may be found in Subsection 4.39 herein.

Rate Periods

Peak: 7am - 7pm, Monday thru Friday
Off-Peak: All other times

Availability

LCI Difference is available to all customers who have no more than two (2) residential or business lines. LCI Difference is only available on an intrastate basis when the customer has subscribed to the interstate LCI Difference Service.

Payphone Use Charge

A charge will apply to calls that originate from any payphone used to access QCC services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with QCC service, applies for the use of the instrument used to access QCC service and is unrelated to the QCC service accessed from the payphone. Customers will be charged the payphone use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

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SECTION 101—OBSOLETE PRODUCTS AND SERVICES FORMERLY OFFERED BY LCI INTERNATIONAL TELECOM CORP. **Missouri Public**

SUBSECTION 2 SERVICE DESCRIPTION (Continued)

REC'D JAN 30 2002

2.41 800 Calling Card Service

Service Commission

800 Calling Card Service is a user-initiated service whereby End Users access the Company's network by dialing a designated 800 access number with completion through an access code used by the End User with billing to a pre-established account. Calls can be placed with the assistance of an automated or live operator. This service is subscribed to by End Users and allows them to access the Company's network at their option rather than placing calls through the pre-subscribed long distance carrier of the originating telephone.

This service and the designated 800 access number(s) are not marketed or made available to the general public in Missouri and any usage by End Users residing in Missouri will be incidental. The rates and surcharges apply to intrastate calls placed by End Users traveling to Missouri from states in the Company's wholesale customer's geographic region.

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Missouri Public
INTERNATIONAL TELECOM CORP.

SUBSECTION 3 RULES AND REGULATIONS

REC'D JAN 30 2002

3.1 Limitations on Service

Service Commission

- a. Service is offered subject to the availability of facilities and the provisions of this tariff.
- b. QCC reserves the right to discontinue furnishing services or billing options, immediately, when necessitated by conditions beyond its control. Conditions beyond QCC's control include, without limitation a customer's having call volume or a calling pattern that results, or may result, in network blockage or other service degradation which adversely affects service to the calling party, the customer, or other customers of QCC. QCC also reserves the right to discontinue furnishing services or billing options, immediately, when the customer is using the service in violation of the provisions of this tariff or in violation of the law. The customer will be responsible for all charges incurred as well as any access charges QCC may incur as a result of such customer actions.
- c. Service may be discontinued by QCC, without notice to the customer, by blocking traffic to or from certain countries, cities, NXX exchanges, or individual telephone stations, by blocking call origination for QCC services, or by blocking calls using certain customer authorization codes, when QCC deems it necessary to take such action to prevent unlawful use of or nonpayment for its service. QCC will restore service as soon as it can be provided without undue risk and will, upon request by the affected customer assign a new authorization code to replace the one that has been deactivated. In order to control fraud, QCC may refuse to accept Calling Card, Collect Calling and/or Third Party calls which it determines to be unauthorized or invalid and/or may limit the use of these billing options to or from certain countries or areas, including all or part of the United States, Puerto Rico and/or the U.S. Virgin Islands.
- d. A customer shall not use any service mark or trade mark either of QCC or any of its affiliated companies or of which QCC or any of its affiliated companies is a licensee, or (ii) refer to QCC or any of its affiliated companies in connection with any service, product, equipment, offering, promotion or publication of the customer or of a third party on behalf of or with the authorization of the customer, without the prior written approval of QCC and its pertinent affiliated company.
- e. Title to all facilities provided by QCC Carrier under these regulations remains with the QCC Carrier.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.2 Use Of Service

- a. Service furnished by QCC may be used for one or more of the following:
 - 1) for the transmission of communications by the customer.
 - 2) for the transmission of communications to or from an authorized user or joint user.
 - 3) for the transmission of communications to or from a customer of another common carrier, which has subscribed to QCC's communications service for purposes of resale.
- b. Service furnished by QCC may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such service in the same manner as the customer, but subject to the following:
 - 1) One joint user or authorized user must be designated as the customer. The designated customer does not necessarily have to have communications requirements of its own. The customer must specifically name all joint users or authorized users in the application for service. Orders that involve the start, rearrangement or discontinuance of joint use or authorized use service will be accepted by QCC only from that customer and will be subject to all provisions of this tariff.
 - 2) All charges for the service will be computed as if the service were to be billed to one customer. The joint user or authorized user which has been designated as the customer will be billed for all Components of the service and will be responsible for all payments to the company. In the event that the designated customer fails to pay the company, each joint user or authorized user shall be liable to the company for all charges incurred as a result of its use of QCC's Service. Each joint or authorized user must submit to the designated customer a letter accepting contingent liability for its portion of all charges billed by QCC to the designated customer. This letter must specify that the joint or authorized user understands that the company will receive a copy of the guaranty from the designated customer. Unless supportive services are provided, the customer shall be responsible for allocating charges to each joint user or authorized user.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.3 Interconnection With Other Carriers

- a. Service furnished by QCC may be connected with services or facilities of another participating carrier. Such interconnection may be made at an QCC terminal or entrance site, at a terminal of another participating carrier, or at the premises of a customer, joint user, or authorized user. Service furnished by QCC is not part of a joint undertaking with such other carriers.
- b. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of QCC and other participating carriers shall be provided at the customer's expense. Upon customer request and acting as the customer's authorized agent, QCC, in its discretion, may attempt to make the necessary arrangements for such interconnections.
- c. Service furnished by QCC may be connected with the facilities or services of other participating carriers under the terms and conditions of the other participating carriers tariffs applicable to such connections.

3.5 Payment Arrangements

- a. The customer is responsible for payment of all charges for service furnished to the customer or its joint or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided systems, equipment, facilities, or services interconnected to the customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the customer's employees or other members of the public. QCC is not liable for any damages, including toll usage charges, the subscriber may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the subscriber's facilities includes, but is not limited to, the placement of calls from the subscriber's premises, and the placement of calls through subscriber-provided equipment which are transmitted or carried on the QCC network. The QCC security department may work with subscribers to recommend possible solutions to reduce unauthorized use of their facilities. However, QCC does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the subscriber is responsible for controlling access to, and use of, its own telephone facilities. Non-recurring charges are payable when the service for which they are applied has been made available. If an entity other than QCC (e.g., another carrier or a supplier) imposes charges on QCC, in addition to its own internal costs, those charges will be passed on to the customer. Recurring charges which are fixed in amount and not dependent on usage are billed in advance. Except for usage charges the rate or volume discount level applicable to a customer for a particular service or services shall be the rate or volume discount level in effect at the end of the monthly billing period applicable to the customer for the particular service or services. The Customer agrees to pay the Carrier for all charges billed as a result of any use of the Customer's authorization codes(s), whether such use is by customer or by a third party in connection with a lost, stolen or misappropriated authorization code, or otherwise. It is the customer's responsibility to inform QCC that an authorization code(s) has been stolen or lost.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

REC'D JAN 30 2002

3.5 Payment Arrangements (Continued)

Service Commission

- b. Service is provided and billed on a monthly (30 day) basis, beginning on the date that service becomes effective.
- c. Payment will be due upon receipt. Interest may be applied in accordance with Qwest Communications Corporation's standard credit policy to any unpaid amount commencing thirty (30) days after the statement date.
- d. If a customer accumulates more than \$500.00 of disputed delinquent LCI 800 Service charges, the LCI Resp. Org. reserves the right not to honor that customer's request for a Resp. Org. change until such disputed charges are paid in full.
- e. In the event the company incurs fees or expenses, including attorney's fees in collecting or attempting to collect any charges owed the company, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- f. QCC's bills are payable upon receipt, unless QCC indicates on the invoice or a billing insert that the sum shown as due need not be paid, because of the smallness of the amount, until the balance reaches some specified amount; or QCC may deal with customers whose accounts show very small balances by withholding the issuance of an invoice until the amount due from the customer reaches a level which, in QCC's sole discretion, is deemed large enough to justify initiating the billing and collection process; or QCC may invoice low usage customers every other month unless a customer invoiced in such a manner requests monthly billing. When a bill is issued, amounts not paid within 30 days after the date of invoice will be considered past due.
- g. Applicants for service or existing customers whose financial condition is not acceptable to QCC, or is not a matter of general knowledge, may be required at any time to provide QCC a security deposit as a condition of service. For residential customers, the deposit will be in cash or the equivalent of cash, up to an amount equal to the applicable installation charges, if any, and/or up to three months estimated charges based upon QCC's experience with residential customers whose service has been discontinued for non-payment. For other customers, the deposit requested will be in cash or the equivalent of cash, up to an amount equal to the applicable installation charges, if any, and/or up to three month's actual or estimated usage charges for service to be provided. Any applicant or customer may also be required, at any time, whether before or after the commencement of service, to provide such other assurances of, or security for, the payment of

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SECTION 101—OBSOLETE PRODUCTS AND SERVICES FORMERLY OFFERED BY LCI INTERNATIONAL TELECOM CORP.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.5 Payment Arrangements (Continued)

QCC's charges for its use of QCC services as QCC may deem necessary including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interest in the customer's assets, and similar arrangements. The required deposit or other security may be increased or decreased by QCC as it deems appropriate in the light of changing conditions and customer's usage pattern. In addition, QCC shall be entitled to require such an applicant or customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. In case of a cash deposit, simple interest at the rate of six percent (6%) annually will be paid for the period during which the deposit is held by QCC, unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the QCC service in question is provided.

At QCC's option, such deposit may be refunded to the customer's account at any time. QCC also reserves the right to cease accepting and processing service orders after it has requested a security deposit and prior to the customer's compliance with this request.

- h. For the purpose of billing, the start of service date is the day of acceptance by the customer of the QCC's service. The end of service is the last day of the minimum notification period as described in Subsection 3.5.
- i. If a customer does not give QCC written notice of a dispute within sixty (60) days from the date the invoice was rendered, such invoice shall be deemed to be correct and binding on the customer.
- j. The charges set forth in this tariff contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.
- k. Promotional and other credits offered by QCC in marketing of its service cannot be assigned, but must be used by the person to whom they were offered and who earned them in strict accordance with the terms of the offers. In the event that a customer has been awarded a promotional credit for subscribing to QCC and does not use the service within 12 months following the date of the customer's service order, QCC may cancel the credit from the customer's account unless otherwise stated in the specific promotion.
- l. All charges for service are exclusive of applicable federal, state, and local taxes, and tax related surcharges.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.5 Payment Arrangements (Continued)

- m. If a customer whose account has been closed has a credit balance showing, QCC will transfer the credit to another account of the customer, if there is one, or will mail a check for the balance to the customer if it believes it has a valid and current address. If QCC is not certain that it has a valid and current address it will include a notice with the final invoice, which will be mailed to the customer's last known address, asking the customer to verify the address so that it can make a refund, or it will write to the customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no response is received within thirty days of mailing, QCC at its option may begin applying a closed account maintenance charge of \$2.50 per month in the second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the customer requests a refund in writing or the balance is exhausted.
- n. From time to time, QCC will grant credits against usage or recurring monthly charges in an amount not to exceed \$1,000.00 per customer or account, per monthly billing period, whenever the company determines, in its sole discretion, that such a credit is warranted due to considerations or disputes involving the delivery of past service to the customer or account receiving the credit.
- o. In lieu of the customer receiving applicable volume discounts and/or promotional credits on a monthly invoice, QCC may, in its sole discretion, utilize other forms of payment.
- p. In the event payment is made by check and the customer's check is not honored by the institution on which it was drawn, QCC will impose, and the customer will be required to pay, a \$15.00 fee, in addition to other tariff, legal, and equitable remedies available to QCC.

3.5.1 Reservation and Administration, Ownership, Use and Assignment of Telephone Numbers for LCI Toll Free Service

- a. QCC will accept a prospective customer's request for a particular LCI Toll Free service telephone number. Up to a total of ten (10) such numbers may be requested. QCC will accommodate each request to the extent possible. If a requested number(s) can be assigned to a prospective customer, QCC will so notify the customer and will reserve it for the customer's use for a 59 day period. If, at the end of the 59 day period, the prospective customer has not subscribed to LCI 800 service using a reserved number(s), QCC in accordance with its procedures, may make the reserved number available for use by another customer.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.5.1 Reservation and Administration, Ownership, Use and Assignment of Telephone Numbers for LCI Toll Free Service (Continued)

- b. In its capacity as Resp. Org., QCC will reserve, assign, activate or change, upon receipt of a verified request, 800 numbers for a customer or prospective and will administrator 800 numbers, in accordance with customary industry standards and practices, the terms of this tariff, and the effective procedures of the 800 Service Management System (SMS) database administration. Customers may request, reserve, or assign or activate 800 numbers on their own behalf, or a customer which resells QCC inbound transmission services may request, reserve, assign, or active 800 numbers on behalf of a customer or prospective customer of such reseller. A customer who resells QCC inbound transmission services must provide to any customer or potential customer, upon reasonable request therefore, concerning the status of a particular 800 number or numbers in which the customer or potential customer has interest and, if applicable and available the identity of the Resp. Org.(s) for the 800 numbers. If an existing or prospective QCC customer decides not to utilize the reserved, assigned, or activated 800 number(s), the customer must notify QCC within 48 hours so that QCC may release the 800 number to the pool of numbers available for assignment in accordance with industry practice and standards.
- c. 800 numbers are incidental to the inbound calling service with which they are associated and, as such, may not be sold, transferred or otherwise conveyed independent of inbound transmission service. The assignment of an 800 telephone number(s) for use with company-provided inbound transmission service confers on the customer no proprietary interest what so ever in the number(s) assigned. It shall be a violation of this tariff if the customer seeks to acquire, or does acquire, any 800 numbers associated with inbound service provided by the company for the primary purpose of selling, brokering, bartering, or releasing for a fee (or other consideration) to another party that 800 number, independent of the QCC service with which it is associated. In any instance in which the company learns that a customer or prospective customer is attempting to sell or otherwise transfer or assign an 800 number to another person, in violation of this tariff, QCC may immediately and without notice release the number from reserved status, or it may immediately upon written notice to the customer discontinue the furnishing of service via the 800 number. The QCC telephone number forfeited as a result of the impermissible or reassigned to the undertaking will not be reserved for the prospective customer or reassigned to the customer under any condition or circumstance by QCC.
- d. Each 800 service telephone number must be placed in actual and substantial use by the customer.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.6 Allowance For Interruptions

a. Except as provided for in Subsection 3.26, which pertain to Directory Assistance, the following credit allowances for interruptions of QCC services will be made:

- 1) Except as provided, for elsewhere in this tariff, QCC's services for which charges are specified on the basis of per minute of use, or on usage of a fraction of a minute, and in which there may be interruption of an individual call, due to a condition in QCC's shared interexchange facilities or in shared access or termination facilities provided by other carriers, which interruption can be remedied by redialing the calls. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit) quality, one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in QCC's service. A customer may also be granted credit for reaching a wrong number. To receive a credit, the customer must notify an QCC Customer Service Representative and furnish, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed. Credit allowances will not be made for (1) interruptions not reported to QCC within twenty-four (24) hours, or (2) interruptions that are due to the failure of power, equipment, systems or services not provided by QCC. If the customer elects to use another means of communications after one of the above interruptions, or during a period when he or she is unable to place a call over QCC, the customer must pay the charges for the alternative service used.
- 2) An interruption period begins when the customer reports to QCC that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is operative again. If the customer reports the service to be inoperative but declines to release it for testing and repairs, the service is deemed to be impaired, but not interrupted. QCC may deny a customer's request for credit where notification of alleged inferior inadequate service has not been received by QCC's Customer Service Department within 24 hours of the occurrence. Credit will be allowed only for disabled portions the service.
- 3) Where a call has been disconnected, the customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted by poor transmission or one-way transmission, the customer will be given a credit allowance equivalent to the charge for the initial minute of a call made to continue communicating with the other party to the interrupted call. A customer who has reached a wrong number will be given a credit allowance equivalent to the charge for the initial minute of the wrong number if he or she reports the situation, within twenty-four (24) to an QCC Customers Service Representative.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

3.6 Allowance For Interruptions (Continued)

Service Commission

- 4) For all of QCC's services which involve dedicated access, dedicated interexchange transmission, and/or dedicated termination, for which monthly recurring charges are applied, which are interrupted for more than an individual call and cannot be remedied by redialing the call except as provided in Subsection 3.15, the customer will be given a credit allowance for an interruption of two consecutive hours or more, as stated in Subsection 3.5.

3.8 Liability

- a. Except for granting allowances for interruptions of service as provided for in Subsection 3.8(b)(3) and other sections of this tariff, QCC shall not be liable for any failure of performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophe, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties; preemption of existing services to restore service.
- b. QCC's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. QCC's liability, if any, with regard to the delayed installation of QCC facilities or commencement of services shall not exceed \$1,000 in respective of the circumstances. With respect to any other claim or suit, by a customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service or facilities offered under this tariff, and subject to the provisions of Subsection 3.8(c) to 3.8(g) following, QCC's liability, if any, shall be limited as follows:
 - 1) With respect to any Dedicated Leased Line Service offered by QCC. QCC's liability shall not exceed an amount equivalent to the credit for interruption of service provided for in the relevant subsections of this tariff. With respect to other services offered by QCC which have the characteristics of a basic digital service, QCC's liability shall not exceed an amount equal to the proportionate monthly recurring charge or charges for the service for the period during which the service was affected.
 - 2) With respect to any service provided by QCC which involves dedicated access, shared interexchange transmission and/or shared termination, QCC's liability shall not exceed an amount equal to the proportionate monthly recurring charges--including any service charges, minimum monthly charges, basic feature package charges, monthly charges for optional features, charges for dedicated access facilities and any other monthly charges for the period during which the service was affected or, if only a transmission using the shared interexchange facilities is interrupted, an amount equal to the charge applicable to a one minute call to the called station at the time the affected call was made.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

3.8 Liability (Continued)

Service Commission

Where any claim arises out of QCC acting as a Resp. Org., or performing SMS Resp. Org. Changes, or where any claim arises out of any and all failings by QCC in connection with the provision of 800 Service to the customer, including where LCI Toll Free service is not made available on the date committed to the customer, or cannot otherwise be made available after QCC's acceptance of the customer's order, or is provided with a number or numbers other than the one(s) committed by QCC to the customer, or the number or numbers are not included in 800 Service Directory Assistance or are included in an incorrect form, and any such failure or failures is due solely to the negligence of QCC, in such case QCC's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the customer as the direct result of such failure to failures; or (b) the sum of \$1,000.00. With respect to Resp. Org. Service and SMS Resp. Org. Changes, the customer will indemnify and hold QCC harmless against any third party claims arising out of the execution of changes requested by the customer, including those changes made by an 800 Subscriber. Where the Resp. Org. Service customer is a customer acting on behalf of an 800 Subscriber, the customer represents that it has the authority to act on the 800 Subscriber's behalf in choosing a Resp. Org. and otherwise utilizing QCC's Resp. Org. Service.

QCC shall not be liable at all for the use, misuse, or abuse of a customer's 800 Service by third parties including, without limitation, the customer's employees or members of the public who dial the customer's 800 number by mistake. Compensation for any injury the customer may suffer due to the fault of people or entities other than QCC must be sought from such other parties.

- 3) With respect to any service provided by QCC which involves shared access, shared interexchange transmission, and/or shared termination, QCC's liability shall not exceed an amount equal to the charge applicable to a one minute call to the called station at the time the affected call was made.
- 4) With respect to any service provided by QCC which involves dedicated access, shared interexchange transmission, and/or dedicated termination, QCC's liability shall not exceed an amount equal to the charge applicable to a one minute call to the called station at the time the affected call was made.
- 5) With respect to the routing of calls by QCC to public safety answering points or municipal emergency service providers, QCC's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the customer as the direct result of QCC's action, or failure to act, in routing the call; or (b) the sum of \$1,000.00.
- 6) With respect to QCC's offering of Telecommunications Relay Service (TRS), any service provided by QCC which involves receiving, translating, transmitting, or delivering messages by telephone, text telephone, a Telecommunications Device for the Deaf, or any other instrument over the facilities of QCC or any connecting carriers or through any TRS centers operated by QCC or its agents, QCC's liability shall not exceed an amount equal to QCC's charge for a one minute call to the station at the time the affected call was made.

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SECTION 101--OBSOLETE PRODUCTS AND SERVICES FORMERLY OFFERED BY LCI INTERNATIONAL TELECOM CORP.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)3.8 Liability (Continued)

Service Commission

The liability provided for above, shall, in each case, be in addition to any amounts that may otherwise be due the customer under this tariff as a credit allowance for the interruption of service.

- c. QCC shall be indemnified, defended, and held harmless by the customer or by others authorized to use the service against all claims of loss or damage arising from the use of service furnished under this tariff, including:
- 1) claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via QCC service;
 - 2) and patent infringement claims arising from combining or connecting QCC service with apparatus and systems furnished by the customer or others;
 - 3) and all other claims arising out of any act or omission of the customer or others including those relating to Subsection 3.8(g) below, in connection with any service provided by QCC.
- d. QCC shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, circuits, or equipment that it does not furnish, or for damages which result from the operation of customer-provided systems, equipment, facilities or services which are interconnected with QCC services.
- e. QCC does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer and user shall indemnify and hold QCC harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer by any other party, for any personal injury to, or death of, any persons, and for any loss, damage or destruction of any real or personal property, whether owned by the customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of service furnished by QCC at such locations.
- f. QCC is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of service, or the attachment to QCC services of any instruments, apparatus and associated wiring on such customer's premises or from the installation or removal thereof, when such defacement or damage is not the result of QCC negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of QCC.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

3.8 Liability (Continued)

Service Commission

- g. QCC shall not be liable for the customer's failure to fulfill its obligation to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the customer, or any third party acting as its agent, to the QCC network. The customer shall secure all licenses, permits, approvals, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall ensure approvals that its equipment and/or system or that of its agent is properly interfaced with QCC service, that the signals emitted into QCC's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer and in compliance with the criteria set forth in the following, and that signals do not damage QCC's equipment or network or injure QCC personnel or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, QCC will permit such equipment to be connected with its service without the use of protective interface devices. If the customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to QCC equipment, network, personnel, or the quality of service to other customers, QCC may, upon notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, QCC may, upon written notice, terminate the customer's service without liability or obligation.
- h. With respect to QCC's prepaid Calling Card Service, QCC makes no warranty, guarantee, or representation, either express or implied, regarding the merchantability, accuracy, reliability, condition, or fitness of the provided in connection with the use of the card.

3.9 Telecommunications Service Priority Provisioning And Restoration Of Service

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

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.10 Cancellation for Cause by QCC (See Subsection 3.11 for Cancellation Of Service By A Customer)

a. QCC may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability, immediately and without notice if QCC deems, in its sole discretion, that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. QCC may discontinue service pursuant to this subsection if:

- 1) The customer refuses to furnish to QCC regarding the customers creditworthiness, its past or current use of common carrier communications services, or its planned use of service(s); or
- 2) The customer provided false to QCC regarding the customer's identity, address, creditworthiness, past or current use of common carrier communications services, or its planned use of QCC service(s); or
- 3) The customer states that it will not comply with a request of QCC for security for the payment for service(s) in accordance with Subsection 3.5(g) above or the customer either has been given written notice by QCC of any past due amount (which remains unpaid in whole or in part) for any of QCC's services to which the customer either subscribes or had subscribed or used; or
- 4) The customer either (1) accesses QCC service by dialing 10432, or any other QCC carrier identification code, or (2) having presubscribed to QCC's service has had its account(s) canceled and has been removed from QCC's billing system and is being billed for its subsequent use of QCC's network by the local exchange carrier, and either refuses to pay when billed for QCC service(s) or indicates to QCC or its billing agent that it will not pay for QCC service(s) used by it; or
- 5) A subscriber to QCC who accesses the service by use of an authorization code has not used the service (with the exception of calls to Directory Assistance) for 90 days. In such case, QCC may deactivate the customer's code to reduce the risk of unauthorized use. If the customer wishes to renew usage of the services (e.g., upon returning to from a vacation home), QCC will promptly supply a new code. This provision does not apply to customers of LCI Dial 1 long distance service in central offices where equal exchange access is available; or
- 6) Upon written notice to the customer's billing address or notice to the customer who is a subscriber to LCI's WorldCard, WorldCard Plus or other QCC calling card who has not used the service (with the exception of calls to Directory Assistance) for 180 days. In such case, QCC may deactivate the customer's card to reduce the risk of unauthorized use. If the customer wishes to renew usage of the service (e.g., upon returning from a vacation home), QCC will promptly supply a new card.
- 7) The customer uses service to transmit a message, locate a person or otherwise give or obtain without payment for the service; or

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.10 Cancellation for Cause by QCC (See Subsection 3.11 for Cancellation Of Service By A Customer)

- 8) The customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - a) Using or attempting to use service by rearranging, tampering with, or making connections to QCC's service not authorized by this tariff; or
 - b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices, or any other fraudulent means or devices; or
 - b. Immediately upon written notice to the customer of any sum thirty (30) days past due or;
 - c. Immediately upon written notice to the customer, after failure of the customer to comply with a request by QCC for security for the payment of service in accordance with 3.5(g) above or five (5) days after sending the customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that five (5) day period.
 - d. Without notice, if the customers account has shown no usage for six (6) consecutive months.
 - e. The discontinuance of service(s) by QCC pursuant to this Section does not relieve the customer of any obligation to pay QCC for charges due and owing for service(s) furnished up to the time of discontinuance. In the event QCC cancels the customer's service for cause, and the customer is committed to a term or other plan for which charges apply in the event of customer early termination or termination for convenience, QCC will charge the customers, and the customer will be obligated to pay, as though it had terminated its service early for its own convenience.

3.11 Cancellation Of Service By A Customer

- a. If a customer cancels an order for service before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the customer and QCC, a charge will be levied upon the customer for the non recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by QCC and not fully reimbursed by installation and monthly charges. If based on an order by a customer, any construction has either begun or been completed, but no services provided, the non- recoverable cost of such construction shall be borne by the customer.
- b. Except as otherwise provided in this tariff, if an order for installation is delayed for more than 30 days beyond the due date, and such delay is not requested or caused by the customer, the customer may cancel the order without incurring cancellation charges.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.12 Inspection, Testing and Adjusting

- a. QCC may, upon reasonable notice, make such tests and inspections, as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation, or maintenance of the customer's service. QCC may interrupt the type service at any time, without penalty to QCC, because of departure from any of these requirements.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

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3.13 Terminal Equipment

Service Commission

- a. Terminal equipment, such as teleprinters, handsets or data sets at the premises of the customer and between such premises and the QCC terminals, shall be furnished by and maintained at the expense of the customer, except as otherwise provided.
- b. The characteristics of equipment at either end of the channel shall be such that its connection to the channel complies with the minimum protection criteria set forth below, and does not interfere with services furnished to other customers. Additional protective equipment, where required, shall be provided and maintained at the customer's expense.
- c. When services using local exchange carrier voice grade facilities are terminated in customer-provided terminal equipment, channel derivation devices, or communications systems, the customer shall comply with the minimum protective criteria set forth below:
 - 1) When the facilities furnished under this tariff are used in common with local exchange carrier services, it is necessary, in order to prevent excessive noise and crosstalk, that the power of the signal applied to local exchange carrier lines be limited. A single valued limit for all applications cannot be specified. Therefore, the power of the signal in the band above 300 Hertz which may be applied by the customer-provided equipment at the point of termination will be specified by QCC for each application, to be consistent with the signal power allowed on the telecommunications network.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.13 Terminal Equipment (Continued)

2) To protect the telecommunications services from interference at frequencies which are about the band of service provided, QCC will specify the acceptable signal power in the following bands to be applied by the customer-provided equipment or communications system at the point of termination to insure that the input to local exchange carrier facilitates does not exceed the limits indicated:

- a) the power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 dB below the power of the signal as specified in Subsection 3.13 (d).
- b) the power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 dB below one milliwatt.
- c) the power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 dB below one milliwatt
- d) the power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 dB below one milliwatt.
- e) the power in the band above 40,000 Hertz shall not exceed 50 dB below one milliwatt.

d. Where there is connection via customer-provided terminal equipment or communications system to a Message Telecommunications Service or a WATS service, to prevent the interruption or disconnection of a call, or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment to the interface at no time has energy solely in the 2450 to 2750 Hertz band. If signal power is in the 2450 to 2750 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz Band.

e. Where such customer-provided equipment or communications system applies signal having components in the frequency spectrum 300 Hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in 3.13(e)(1) through 3.13(e)(4) following:

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.13 Terminal Equipment (Continued)

- 1) The maximum rms. (root-mean-square) value, including DC and AC components, of the current per conductor will not exceed .035 ampere.
- 2) The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.
- 3) The conductor voltage shall be such that the conductor to ground voltage limit in .0342 preceding is not exceeded. If the signal source is not grounded, the voltage limit in .0342 preceding applies to the conductor to conductor voltage.
- 4) The total weighted rms. voltage within the band from 50 Hertz to 300 Hertz shall not exceed 100 volts. The total weighted rms. voltage is the square root of the sum of the products times the square of the rms. voltage of the individual frequency components.
- 5) The weighing factors are as indicated:

<u>For Frequencies Between</u>	<u>Weight Factor</u>
50 Hertz and 100 Hertz	f 2/104
100 Hertz and 300 Hertz	f33/106.6

- f. The customer is responsible for all costs, which may include the expenses of customer personnel, electrical power, etc. At this premises in the provision of the service described herein.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.15 Outage Credit

- a. For the purposes of this tariff, all months contain thirty (30) days. Services offered by QCC are on a twenty-four (24) hour per day, seven (7) day per week basis unless specifically stated otherwise.
- b. For purposes of credit computations, every month shall be considered to have seven hundred-twenty (720) hours.
- c. The customer shall be credited for an interruption of service on a prorated basis for the facilities affected for each period of two (2) hours or additional major fraction thereof. The prorated credit will be based on the monthly recurring charge of the affected QCC circuit(s).
- d. No credit allowance will be made for:
 - 1) Interruptions caused by the negligence of the customer or others authorized by the customer to use the customers service.
 - 2) Interruptions due to the failure of power, equipment, systems, or service not provide by QCC.
 - 3) Interruptions during any period during which QCC or its agents are not afforded access to the premises where access lines associated with the customer's service are terminated.
 - 4) Interruptions during any period when the customer or user has released the service to QCC for maintenance or rearrangement purpose, or for the installation of a customer order.
 - 5) Interruptions during the period when the customer elects not to release the service for testing or repair and continue to use it on an impaired basis.
 - 6) Non-completion of calls due to network busy conditions, interruptions not reported to QCC.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

3.17 Special Access Surcharge

Service Commission

- a. A monthly special access surcharge, required by the Local Exchange Carrier (LEC), applies to each local channel termination associated with Channel Service and Foreign Exchange Service Capability. This monthly surcharge is applicable when the local channel is connected to a PBX or equivalent device which is capable of interconnecting the Channel Service or Foreign Exchange Service Capability with local exchange service. When analog or digital high capacity facilities interconnect with the local exchange network, the special access surcharge is applied on a per voice grade equivalent circuit basis as shown in the following example:

Basic digital Facility	Voice Grade Equivalent	Monthly Surcharge
Circuits	X \$25	Per Circuit
Group	12 X \$25 =	\$300.00
DSI	24 X \$25 =	\$600.00

- b. The special access surcharge applies on each local channel termination installed whether the interconnection capability exists in the customer's premises equipment or in a Centrex CO type switch.
- c. The customer may be exempt from the monthly special access surcharge if:
 - 1) The customer certifies in writing that the local channel terminates in a device not capable of interconnecting the service with the local exchange network; or
 - 2) The customer certifies that the local channel termination, by nature of its operating characteristics, could not make use of LEC common lines; or
 - 3) The customer certifies that the local channel is connected to a LEC's switched access service that is subject to carrier common line charges.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.17 Special Access Surcharge

- d. The certification will be in the form of a written notification to the Company. The notification may be provided:
 - 1) At the time the service is ordered; or
 - 2) At such time as the service is re-terminated to a device not capable of interconnecting to the local exchange network; or
 - 3) At such time as the local channel becomes associated with a switched access service that is subject to carrier common line charges.

- e. If a written certification is not received at the time an order for new service is placed, the special access surcharge will be applied. QCC will cease billing the special access surcharge and the exempt status will become effective on the date certification is received by QCC on services in place. If the status of the basic digital facility was charged prior to the receipt of the exemption certification, QCC will credit the customer's account, not to exceed ninety (90) days, based on the effective date of the change specified by the customer in the letter of certification.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.18 Special Services

a. Service Description

- 1. For the purpose of this tariff, special Service is deemed to be ant request for service for which there is not a prescribed rate in this tariff.

b. Specific Regulations

- 1. If at the request of the customer, the carrier obtains facilities not normally use to provide service to its customers, the costs incurred will be billed as a Special Service on an individual case basis (ICB).
- 2. If at the request of the customer, the carrier provides technical assistance not normally required to provide service, the costs involved will be billed as a Special Service.
- 3. Where special signaling, conditioning, equipment or other features are required to make customer-provided equipment efficient and compatible with the carrier service, the cost of providing necessary equipment and materials and all associated installation costs including engineering, labor, supervision and transportation costs.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.20 Special Promotional Offerings

- a. The Company may from time to time engage in special promotional trial service offerings of limited duration, designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission in accordance with the rules and regulations established by the Commission, and will be included in the Company's tariff as an addendum to the Company's pricing list.

3.21 Contractual Promotional Offerings

The company may from time to time engage in Special Promotional Service Offerings as outlined in 3.20(a) under contract with the customer. The company will offer its customers a Contractual Promotional Discount under the following criteria:

- 1. Customer must sign a contract for six (6) months or more of QCC's service.
- 2. Upon expiration of the contract, the agreement shall be renewed thereafter automatically on a month to month basis until either party provides thirty (30) days written notice of their intent to discontinue this arrangement.
- 3. QCC reserves the right to bill the customer for the promotional credits issued under contract should service be discontinued by the customer prior to the end of the stated contract period or due to the customer's failure to make payment on services provided under the promotional contract.

The contractual discount will be applied to the tariff rates in effect, at the time the customer signs a contract. The customer will receive rates for the length of the contract. Items not covered within the contract will be governed by this tariff.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

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3.22 Rounding Methods

Service Commission

a. Term Definitions:

- 1) Charge Element Rounding: The charge element rounding is the rounding of seconds for initial period, additional period or entire call, i.e., a call with a 30 second initial and 6 second increments can be made to round differently.

Charge Element Rounding Options:

- Up 0923 would be 10 seconds
- Standard 0923 would be 09 seconds

- 2) Call Rounding: The call rounding is the rounding of cents for initial period, additional period or entire call, i.e., a call with a charge of .10 for the first 30 seconds can be made to round differently from the rest of the call charges.

Call Rounding Options:

- Up 0954 would be .10
- Standard 0954 would be .10

	<u>Bulk Rounding</u>	calculations	<u>Invoice</u>
Call #1	.0944	\$0.09 carry .004	= .09
Call #2	.0944	\$0.09 carry .004	= .09
Call #3	<u>.0944</u>	\$0.094 + .008 (from previous calls)	= <u>.10</u>
	.2832		.28

b. Rounding methods for computing charges:

- 1) Bulk Rounding: Bulk rounding method calculates each call taking it out to the third place after the decimal point. On the invoice each charge is truncated after the second decimal place, however, the number in the third decimal place is carried over to the next call and added to new calculations. Once the number in the third decimal place is equal to one cent this amount will be added into the next call. If there is a remainder left in the third digit after the decimal place once the last call is calculated for the billing period, that thousandths of a number is dropped from the charge.
- 2) Rounding Up: Rounding up method rounds the second digit to the right of the decimal point up one value if the value of the third digit to the right of the decimal point is greater than zero.
- 3) Standard Rounding: Standard rounding determines if the third digit to the right of the decimal point is greater than 5, then the number will be rounded up; if the number is less than 5, no rounding will occur.

c. Rounding Applications:

- 1. All charge elements for new products will be rounded up; all initial seconds and increments will be rounded using the Rounding Up method.
- 2. All call rounding will be as follows:

Intrastate Usage	Bulk Rounding
Directory Assistance	Standard Rounding

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SECTION 101—OBSOLETE PRODUCTS AND SERVICES FORMERLY OFFERED BY LCI INTERNATIONAL TELECOM CORP.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.23 Customer Satisfaction Guarantee

- a. After installation of your QCC service, if you are dissatisfied with QCC's service for quality or service reasons and decide that you wish to cancel your service, QCC will reimburse you for applicable installation costs associated with switching you back to your previous long distance carrier.
- b. The customer who has entered into a term agreement, must notify QCC in writing within ninety (90) days after the QCC installation date. After ninety (90) days, customers who have entered into a term agreement for QCC's service may terminate the agreement with QCC prior to the expiration of the term without further liability (except as set forth herein) if QCC fails to provide service in accordance with industry standards within thirty (30) days after receipt of written notification from the customer specifying that an QCC service deficiency exists and issuance of an QCC trouble ticket. If the customer terminates a term agreement because QCC is unable to cure an QCC service deficiency within thirty (30) days of receipt of the customer's written notice and issuance of a trouble ticket, the customer will be entitled to receive a prorated portion of any tariffed discounts and/or credits that the customer would have been entitled to receive based on the portion of the term that has expired.
- c. QCC will credit customers utilizing switched access services an amount equal to any Primary interexchange Carrier (PIC) change charge actually incurred up to a maximum of \$10.00 per line. QCC will credit customers utilizing dedicated access services an amount equal to the applicable installation charges actually incurred by the customer up to a maximum of \$200 per DS-O line, limit 100 DSOs. In order to qualify for this promotion, customer must submit invoices documenting the installation charges for which it seeks a credit. Except as set forth above, customers who sign a term agreement with QCC and terminate service prior to the expiration of the term agreement will be held liable for all charges as set forth in the agreement for early termination.
- d. In order to qualify for this guarantee, the customer must notify QCC in writing of its intent to cancel its QCC service thirty (30) days prior to the requested termination date. Written notification must be sent to:

LCI International
 Attention: Vice President of Customer Service
 4650 Lakehurst Court
 Dublin, Ohio 43017

*This guarantee excludes international frame relay and international private line services.

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SUBSECTION 3. RULES AND REGULATIONS (Continued)

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3.24 LCI Discount Group Structure

Service Commission

- a. All customer accounts within a discount group are governed by a single volume discount and term contract between QCC and a sponsoring enterprise. There cannot be more than one contract per discount group. When a sponsoring enterprise desires to add services or locations, it is adding onto the original contract (i.e. if it adds a location in the 10th month of a 12-month agreement, that location will use the contract in place, and be bound by the same terms for the remaining 2 months of the term.
- b. The sponsoring enterprise is responsible for all contract requirements (e.g. minimum usage requirement, payment terms) and agrees to be designated as the customer of record that accepts all financial responsibility for payments by members of the discount group, including any shortfall charges that may apply. If the sponsoring enterprise is unwilling to designate a single customer account for this purpose, a discount group cannot be used. Sponsoring enterprises who want to charge back any individual customer accounts must do so on their own without QCC participation.
- c. In order to be eligible for inclusion in a discount group, a customer must meet at least one of the following qualifications:
 - 1) The sponsoring enterprise owns or leases the location site or the location is occupied by a customer in which the sponsoring enterprise has an equity interest of twenty percent (20%) or more; or
 - 2) The location is occupied by franchise of the sponsoring enterprise which has the right to offer, sell or distribute goods or services under a marketing plan prescribed in substantial part by the franchiser, and the operation of the franchisee's business under this plan is substantially associated with the franchiser's name, trademark, service mark, or similar commercial symbol.
- d. A member can only belong to one discount group.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

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3.25 Terms and Conditions

- a. QCC services are provided and billed on the basis of a minimum period of at least one month, beginning on the date that billing becomes effective and continues to be provided until canceled by the customer in writing, not less than 30 day's notice from the date of postmark on the letter giving notice of cancellation.
- b. The name(s), address, and telephone number(s) of the customer(s) desiring to use the service must be stipulated in the application for service.
- c. The customer agrees to operate QCC-provided equipment in accordance with instructions of QCC or QCC's agent. Failure to do so will void QCC liability for interruption of QCC services and may make customer responsible for damage to equipment pursuant to the following paragraph.

3.26 Directory Assistance

- a. Domestic directory assistance is available for all services. The directory assistance charge will be applied to each call for as to any telephone number in the United States, Puerto Rico, and the U.S. Virgin Islands. The Directory Assistance charge applies to each call regardless of whether the requested Directory Assistance telephone number is furnished. In addition, Directory Assistance calls will not count toward, nor be calculated as part of, the customer's service volume discounts unless otherwise indicated. Directory Assistance customers calls may be placed with the assistance of an operator, and they may be billed to commercial credit cards.
- b. A credit allowance will be given or the charge that would otherwise apply will be waived when:
 - 1) The customer experiences poor transmission or is cut-off during the call to Directory Assistance.
 - 2) The customer is given an incorrect telephone number by the Directory Assistance operator.
 - 3) The customer has inadvertently misdialed and has reached Directory Assistance for the wrong area code. To obtain such a credit/waiver, the customer must notify an QCC customer service representative within twenty-four (24) hours.
- c. Customers who are presubscribed to QCC service and have been certified in writing to be unable to access or use a manual directory because of a visual or other physical impairment are eligible to receive a credit which will be applied against the per-call charge and any applicable operator-assistance surcharges specified in this tariff for domestic Directory Assistance calls made by dialing Area Code + 555-1212. This certification must be made by a licensed physician, optometrist, appropriate federal or state agency, or appropriate approved private agency.

The written certification of visual or other physical impairment must be provided to an QCC Customer Service Center, or, at QCC's election, proof of certification, as defined above, may be provided to, and maintained on file with, the Customer's Local Exchange Carrier.

Credits may be used by: (i) the visually or otherwise physically impaired customer; (ii) an organization established specifically for the purpose of assisting the visually or otherwise physically impaired; or, (iii) a business where all owner(s) and/or employees of the business on the premises at which a call originates have been certified as visually or otherwise physically impaired. Credits will apply only to Directory Assistance calls made by dialing Area Code + 555-1212, that originate from and are billed to the telephone number of the certified visually or otherwise physically impaired person or organization. Only one telephone number per location is entitled to this credit. A maximum of fifty Directory Assistance calls, including operator-assistance surcharges, per monthly billing period will be eligible for the credit.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

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3.27 Recording Conversations

Service Commission

- a. QCC's services are not adapted to the use of recording devices and customers who use such devices to record two-way telephone conversations, or for other purposes, do so at their own risk. As used in this section, a two-way conversation is a telephone conversation between or among two or more parties. A customer may use a recording only if the customer is able to connect or disconnect the recording device, or turn the recording device on or off, at will.
- b. Broadcast licensees are exempt from the restrictions set forth Subsection 3-3.27(b) when the licensee is recording the two-way conversation for broadcast and:
- 1) the licensee informs each party to the conversation that the licensee intends to broadcast the conversation; or
 - 2) each party to the conversation is aware that the conversation will be broadcast; or
 - 3) the other party or parties to the conversation may be presumed to be aware, from the circumstance of the conversation, that the conversation is likely to be broadcast; provided, that such awareness may be presumed only when the other party to the conversation is associated with the licensee (such as an employee or part-time reporter) or the other party or parties to the conversation originate the conversation and the conversation is obviously in connection with a program during which the licensee customarily broadcasts telephone conversations.
- c. A customer is exempt from the restrictions set forth in Subsection 3.27(b) when:
- 1) recording incoming calls made to telephone numbers publicized for emergencies (such as 911) and outgoing calls made in immediate response to these incoming calls (including calls made to and from Department of Defense Command Centers and the Operations Center of the Nuclear Regulatory Commission);
 - 2) recording calls made for patently unlawful purposes (such as bomb threats, kidnap ransom requests, and obscene calls) and outgoing calls made in immediate response to these calls (including calls referred to the U.S. Secret Service that threaten the safety and security of the president, his or her immediate family, or the White House); or
 - 3) recording calls pursuant to an explicit and lawful order of a court issued pursuant to 18 U.S.C. Section 2516, as amended, or any equivalent successor provision.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

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3.28 Operator Services

Service Commission

a. A customer acquiring operator service from QCC which, in the ordinary course of its operations, makes telephones service available to the public or to transient user of its premises for placing intrastate telephone calls must:

- 1) post on or near the telephone instrument, in plain view of consumers; the name, address, and toll-free telephone number of the provider of operator services; complaint procedures; instructions for reaching LEC operator and procedure for emergency calls.
- 2) a written disclosure that the rates for all operator-assisted calls are available on request, and that consumers have a right to obtain access to the interstate common carrier of their choice; and may contact their preferred interstate common carriers for on accessing that carrier's service using the telephone; and the name and address of the enforcement of the Common Carrier Bureau of the Federal Communications Commission, to which the consumer may direct complaints regarding operator services; ensure that each of its telephones presubscribed to a provider of operator services allows consumers to use 800 and 950 access code numbers or any other carrier identification code (10XXX) to obtain access to the provider of operator service desired by the consumer;
- 3) ensure that no charge by such customer to the consumer for using an 800 and 950 access code number, or any other access code number, is greater than the amount the aggregator charges for calls placed using the customer's presubscribed provided of operator services. Payment (on a location-by-location basis) of any compensation to the customer, including commissions, shall be violation of Subsection 3.28(a)(2) and shall not be made until such time as the blocking ceases.

3.29 Information Provider Data

A Service Bureau shall promptly furnish to QCC, and keep current on a continuing basis, the name, address and customer service telephone number(s) of the Providers to whom it provides service. Where an Provider directly subscribes to QCC's service, it shall promptly furnish to QCC, and keep current on a continuing basis, its name, address and customer service telephone number(s).

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

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3.30 Line Seizure

Service Commission

No provider of pay-per-call services subscribing to QCC's service under this tariff shall use automatic dialing devices which deliver a recorded message to the called party unless the device releases that called party's telephone line promptly but in no event longer than current industry standards.

3.31 Answer Supervision

Answer supervision must be provided when an QCC service offering is connected to switching equipment or a customer-provided communications system. The equipment or system must provide answer supervision so that the measure of chargeable time begins upon the delivery of the customer QCC call to the switching equipment or to the equipment connected to the communications system and ends upon termination of the call by the calling party. If a customer's communications system fails to promptly return to QCC an idle (on-hook) state upon completion of the call, the customer will be held responsible for all charges that result up until the time the customer's communication system signals QCC's network that the call has been terminated or until such a time that QCC's own system terminates the call.

3.32 Restrictions

Providers of pay-per-call services subscribing to QCC transmission services, including 900 service, must comply with all requirements of: (a) Titles II and III of the Telephone Disclosure and Dispute Resolution Act (Pub. L. No. 102-556) (TDDRA); and all requirements of: (b) the regulations prescribed by the Federal Communication Commission and the Federal Trade Commission pursuant to those Titles. The company shall terminate programs which utilize 900 service if the programs are not in compliance, following written notice to the provider. The provider shall be afforded a period of no less than seven (7) days and no more than fourteen (14) days during which a program may be brought into compliance. Programs not in compliance at the expiration of such period shall be terminated immediately.

3.33 Gross Receipts Tax

A surcharge will be imposed on all charges for outbound service originating at, or inbound service terminating at, addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on QCC's operations in any such state, or a tax on interstate access charges incurred by QCC for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other states receipts taxes imposed directly or indirectly upon QCC by virtue of and measured by the gross receipts or revenues in that state and /or payment of interstate access charges in that state. The surcharges will be shown as a separate line item on the customer's invoice.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

Service Commission

3.34 Systems Security

- a. Where customers are permitted access to QCC computer systems and data for the purpose of managing and maintaining their telecommunications service, they will comply to the following:
 - 1) Customers may access QCC systems only to the extent required by and incident to the administration and management of the customer's telecommunications systems.
 - 2) Customers may not disclose or use information which may be learned as a consequence of access to QCC systems except as may be directly required to insure the proper operation of the customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.
 - 3) Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, QCC documentation, any related material or any other confidential material except to those who have a need to know incident to the use of QCC services. All documentation shall remain the property of QCC and may not be copied, reproduced or otherwise disseminated without the prior written permission of QCC.
 - 4) Customers shall take all responsible precautions to maintain the confidentiality of all QCC documents. Such precautions shall include the use of Personal Identification Numbers (PIN) and passwords selected by and known only to the customer's individual authorized users. QCC telephone numbers and dial-up access number(s) assigned to customers by QCC, PINs or any aspect of access and sign-on methodology shall not be posted or shared with others under any circumstances. Customers shall follow normal logoff procedures prior to leaving a terminal unattended. Customers should report any known or suspected attempt by others to gain unauthorized access.
- b. In the event that a security access device assigned to a customer for dial-up access is lost, stolen, or misplaced, the customer must notify QCC immediately. Access to beyond that authorized may result in civil and/or criminal penalties.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

3.35 Toll-Free Service Assurance Guarantee

Service Commission

If a Toll-Free line provided by QCC to the Customer is subject to a "Service Disruption", QCC will, within 15 minutes of the exact time of completion of the Confirmation Process, reroute traffic from the Affected Toll-Free Line to any working number: (i) terminating in forty-eight (48) contiguous United States "Domestic U.S."); and, (ii) which is provided by QCC to the Customer. If QCC fails to reroute such traffic within fifteen (15) minutes after completion of the Confirmation Process ("Toll-Free Line Outage"), QCC will credit to the Customer's account an amount equivalent to the lesser of: (i) one hundred percent (100%) of the usage for the Affected Toll-Free Line for the entire month in which the Toll-Free Line Outage occurred; or, (ii) one hundred ten percent (110%) of the usage for the Affected Toll-Free Line in the month prior to the month in which the Toll-Free Line Outage occurs.

- a. "Service Disruption" is defined as a degradation in the performance of a toll-free line provided by QCC to the Customer ("Affected Toll-Free Line") which completely disallows QCC from terminating calls to such Affected Toll-Free Line.
- b. The "Confirmation Process" is defined as (i) the Customer's telephonic notification to an QCC Customer Service Representative of a Service Disruption and the furnishing by the Customer of certain information (including the Customer's name and address, the Customer's QCC account number and the Affected Toll-Free Line, the service subscribed to by the Customer and the approximate time the Service Disruption began; and, (iii) acknowledgment from such QCC Customer Service Representative that traffic to the Affected Toll-Free Line will, in accordance with the terms of this Guarantee, be rerouted within 15 minutes of the conclusion of the Customer's telephone call to QCC.
- c. The credit will be applied within sixty (60) days of the Service Disruption. The credit will be calculated based on all calls to the Affected Toll-Free Line(s) and applied to the Customer's interstate usage.
- d. QCC is guaranteeing only that calls will be rerouted within 15 minutes upon completion of the Confirmation Process, not that service will be restored to the main location in that timeframe. QCC's only obligation under this Guarantee is to issue the appropriate credit as described above.
- e. A maximum of five (5) affected toll free numbers per Customer, per occurrence will be covered under this Guarantee.
- f. The customer is required to designate and provide to QCC a working telephone number with enough capacity to handle the rerouted traffic. QCC will not be responsible or liable for uncompleted calls due to problems with the working telephone number or insufficient capacity or number of lines at the working telephone number designated by the Customer.

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SUBSECTION 3 RULES AND REGULATIONS (Continued)

3.35 Toll-Free Service Assurance Guarantee (Continued)

Service Commission

g. The Toll-Free Service Assurance Guarantee shall not apply for the following:

- 1) a Service Disruption is caused by the negligence, errors, or omission of the affected Customer or others authorized by the Customer to use the Customer's service;
- 2) a Service Disruption is caused due to the failure or malfunction of any power, equipment, service, or systems not provided directly by QCC;
- 3) a Service Disruption occurs during any period in which QCC or its agents are not afforded access to the premises where access lines associated with the Affected Toll-Free Line is terminated; provided, however, that such access is needed to prevent Service Disruption;
- 4) a Service Disruption occurs during any period when the Customer has released the service to QCC for maintenance or rearrangement purposes, or for the installation or de-installation of a Customer order;
- 5) a Service Disruption occurs during a period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis;
- 6) a Service Disruption occurs due to network busy conditions;
- 7) a Service Disruption non immediately/promptly reported to QCC;
- 8) a Service Disruption is caused by the failure of an underling local exchange carrier or third party carrier of local, switched and/or dedicated service that QCC relies on to provide service to the Customer;
- 9) a Service Disruption is caused by the failure of the National SMS 800 database and/or system;
- 10) QCC is not the Responsible Organization ("Resp Org") for the Affected Toll-Free Line;
- 11) The on-line portion in a multi-carrier situation;
- 12) The Customer is utilizing QCC's Toll-Free Verified and Non-verified PAC, GeoRouting, or Menu Routing services;
- 13) a Service Disruption caused by the Customer's use of QCC services in any unauthorized or unlawful manner; and/or,
- 14) a Service Disruption is caused by or resulting from a *force majeure* event beyond the reasonable control of QCC including, but not limited to, an act of God, government regulations, or national emergency.

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3.36 Dedicated Service

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- a. Upon request and signing up for one of QCC's dedicated access line services (DAL), the DAL customer will have the option of utilizing one of QCC's switched services until such time as the Customer's DAL service is installed and made available.
- b. QCC will then credit the customer the difference between the switched product rates and the applicable DAL rates after the DAL service is installed and billing. The credit would only be for the period beginning with the first date the customer is willing to accept installation of the DAL and the actual date the DAL is installed. The credit will be given on the customer's second month's DAL bill received from QCC.

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3.37 LCI Toll Free Service

Service Commission

- a. A call begins when call termination is received by or passes through customer premises equipment. It is the customer's responsibility to pass appropriate answer supervision back to the QCC point of connection.
- b. If a customer of LCI Toll Free service is found to be non-compliant in passing back appropriate answer, supervision QCC reserves the right to suspend and/or deny service. QCC shall give the customer 3 days notice of intent to suspend or deny service due to such non-compliance.
- c. The customer shall be liable for all costs and toll charges associated with their 800 service, including unauthorized calls associated with the use of 800 service obtained from QCC including, but not limited to, calls made using LCI's Toll Free Service when such calls are in any way routed through the customer's location. Customers shall maintain sole responsibility for the security of 800 number(s) issued to them.
- d. Nothing in this section, or in any other provision of this tariff, or in any marketing materials issued by the company, shall give any customers who have reserved 800 telephone numbers hereunder or customers who subscribe to and use LCI Toll Free services, or their transferees or assignees, any ownership interest or
- e. Customers (including carrier customers) are prohibited from using any telephone numbers beginning with an 800 service code, or any other number advertised or widely understood to be toll free, in a manner that would result in; (a) the calling party or the subscriber originating line being assessed by any fee or charge virtue of completing the call; (b) the calling party being connected to a pay-per-call service; (c) the calling party being charged for conveyed during the call unless the calling party has a presubscription or comparable arrangement; or (d) the calling party being called back collect for the provision of audio or data services, simultaneous voice conversation services, or products. The customer shall be afforded a period of no less than seven (7) days and no more than fourteen (14) days during which a violation may be brought into compliance. Toll Free service not in compliance with the above regulations at the expiration of such period may be terminated immediately.
- f. The customer must obtain an adequate number of access lines associated with LCI's Toll Free services to handle the customer's expected demand in order to prevent interference or impairment of this service or any other service provided by QCC taking into account (1) call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling periods. The company, without incurring any liability, may disconnect or refuse to furnish LCI's Toll Free services to any customer that fails to comply with these conditions. In case of disconnection, the customer will be notified at least five (5) days in advance of the disconnect. The customer will be responsible for all charges incurred as well as any access charges QCC may incur as a result of the customer's failure to comply within the above conditions.
- g. A customer is responsible for all charges for use of the QCC network arising from calls placed to the Customer's LCI Toll Free service. An applicant for LCI Toll Free service may be required to supply the following when requesting service: an initial traffic forecast, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new tariff forecast shall be submitted quarterly after service is initiated. Customers of LCI Toll Free service may not use Automatic Number Identification (ANI), provided by QCC incidental to the furnishing of LCI Toll Free service, to invoice, either directly or indirectly, their customer in connection with their furnishing of other than common carrier services.
- h. The new prefix "888" for the purpose of this tariff, apply to all QCC's existing Toll Free services, rates, and rules and regulations that governs all LCI's Toll Free service. QCC will begin to utilize the "888" prefix upon availability by the governing entity.

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3.38 Holiday Calling Discount

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Residential customers, (except casual calling, LightCall Plus, Simple, Fair and Inexpensive, and Option T customers), will receive a discount for thirty (30) minutes of intrastate calling for one (1) cent per minute on certain holidays. The holidays are the following: New Year's Day (January), Valentine's Day (February), Mother's Day (May), Father's Day (June), Fourth of July, Grandparent's Day (September), Thanksgiving Day (November) and Christmas Day (December).

Eligible products are:

MLM (both month to month and term)

All America Plan

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