

**Missouri Local Exchange Tariff**

**OF**

**FAMILYTEL OF MISSOURI, LLC**

FamilyTel of Missouri, L.L.C. is classified as a competitive prepaid telecommunications company.

**Issued: March 9, 2004**

**Effective: April 8, 2004**

**Issued By:  
Brad Warden  
President  
2900 Louisville Avenue  
Monroe, Louisiana 71201**

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PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating to and applicable to FamilyTel of Missouri, LLC (hereinafter referred to as "the Company" or "FamilyTel").

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TARIFF FORMAT SHEET

1. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 12 and 13 would be 12.1.
2. Page Revision Numbers. Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Service Commission of Missouri. For example, the third revised Page 9 cancels the second revised Page 9.
3. Symbols Used in This Tariff.
  - (AT) Signifies addition to text.
  - (C) Signifies a correction.
  - (CP) Signifies a change in practice.
  - (CR) Signifies a change in rate.
  - (CT) Signifies a change in text.
  - (DR) Signifies a discontinued rate.
  - (FC) Signifies a change in format lettering or numbering.
  - (MT) Signifies moved text.
  - (I) Rate increase.
  - (R) Rate decrease.

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APPLICABILITY OF TARIFF

This tariff applies to local exchange and intraLATA telephone service within the State of Missouri.

MISSOURI TELECOMMUNICATIONS TARIFF

FamilyTel of Missouri, L.L.C. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived pursuant to Sections 392.361 and 392.420 RSMo:

- 392.210.2 Uniform System of Accounts
- 392.240.1 Just & Reasonable Rates
- 392.270 Ascertain Property Values
- 392.280 Depreciation Accounts
- 392.290 Issuance of Securities
- 392.300.2 Acquisition of Stock
- 392.310 Issuance of stock and debt
- 392.320 Stock dividend payment
- 392.330 Issuance of securities, debts & notes
- 392.340 Reorganizations
  
- 4 CSR 240-10.020 Depreciation fund income
- 4 CSR 240-3.545 (2) (C) Rate schedules should be posted at central office
- 4 CSR 240-30.040 Uniform system of accounts
- 4 CSR 240-3.550 (5) (C) File exchange boundary maps with Commission
- 4 CSR 240-33.030 Inform customers of lowest price

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SECTION 1: DEFINITIONS

Account - Either a Customer's physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

Application for Service - The FamilyTel order process that includes technical, billing and other descriptive information provided by the Customer that allows FamilyTel to provide requested communications Services for the Customer and Customer's Authorized Users. Upon acceptance by FamilyTel, the Application for Service becomes a binding contract between the Customer and FamilyTel for the provision and acceptance of Services.

Authorization Code - A multi-digit code that enables a Customer to access FamilyTel's network and enables FamilyTel to identify the Customer's use for proper billing. Also called a Personal Identification Code or PIN.

Authorized User - A person, firm, or corporation who is authorized by the Customer to be connected to the Service of the Customer.

Basic local telecommunications service - Refers to the flat rate residential and business local exchange telephone service which includes primary directory listings, tone dialing service, access to operator service, access to directory assistance service, access to 911 service, the ability to report service problem seven days a week, lifeline and tel-assistance services.

Billing Hierarchy - Allows Customers to combine multiple accounts and Services into a single billing structure. Business Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Business Customer may specify where the invoices are to be sent and who is to receive them.

Business Hours - The phrase "business hours" means the time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding holidays.

Business Office - The phrase "business office" means the primary location where the business operations of FamilyTel are performed and where a copy of FamilyTel's tariff is made available for public inspection. The address of the business office is 2900 Louisville Avenue, Monroe, Louisiana 71201.

Called Station - The terminating point of a call (i.e., the called number).

Calling Station - The originating point of a call (i.e., the calling number).

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Calling Area - The specific geographic area within which telecommunications service is furnished to customers under a specific schedule of exchange rates. A "local" calling area may include more than one exchange area.

Carrier - The term "Carrier" refers to FamilyTel.

Central Office - The switching unit in FamilyTel's system that provides service to its customers, which includes all of the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks.

Commission - The Public Service Commission of Missouri.

Competitive Local Exchange Carrier - A telecommunications utility that has been granted approval to provide local exchange telephone service, basic local telecommunications service, or switched access service within the State of Missouri, and also is in competition with an incumbent local exchange company.

Company - Refers to FamilyTel.

Customer - The person, company, corporation, or other entity having a communications requirement of its own that is responsible for the payment of charges and for compliance with this tariff.

Customer premises equipment (CPE) - Telecommunications equipment located at a customer's premises used to originate calls using FamilyTel's service located at the originated location. This does not include overvoltage protection equipment, inside wiring, coin-operated telephones, mobile telephone equipment, "911" equipment, equipment necessary for provision of communications for national defense, or multiplexing equipment used to deliver multiple channels to the customer.

Delinquent or Delinquency - Refers to an account for which payment has not been made in full on or before the last day for timely payment.

Disconnection of telephone service - The event after which a customer's telephone number is deleted from the central office switch and databases.

Digital Transmission - Information transmitted in the form of digitally encoded signals.

End User - The ultimate user of the telecommunications services and who orders service and is responsible for payment of charges due in compliance with FamilyTel's price list regulations.

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Exchange Area - The geographic territory delineated as an exchange area by official Commission boundary maps. An exchange area usually embraces a city or town and its environs. An exchange area may be served by more than one central office and/or one certificated telephone utility.

Facilities - All the plant and equipment of FamilyTel used to provide service or connect to its customers.

FCC - Federal Communications Commission.

Incumbent local exchange company (ILEC) - A local exchange company that had a certificate giving it authorization to provide telecommunications service on September 1, 1995.

Interexchange Carrier (IXC) - A carrier providing any means of transporting intrastate telecommunications messages between local exchanges, but not solely within local exchanges, in the State of Missouri.

Intrastate - Refers to communications which both originate and terminate within Missouri state boundaries.

Joint User - A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps - Kilobits, or thousands of bits per second.

Local access and transport area (LATA) - Refers to the geographic area established for the provision and administration of communications service.

Lifeline Service - A program certified by the FCC to provide for the reduction or waiver of the federal subscriber line charge for residential consumers.

Line Information Data Base (LIDB) - The database which contains billing information such as telephone numbers, calling card numbers, and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access - The connection between a customer's premises and a point of presence of the local exchange carrier.

Local message - A completed call between customer access lines located within the same local calling area.

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Local message charge - The charge that applies for a completed telephone call that is made when the calling customer access line and the customer access line to which the connection is established are both within the same local calling area, and a local message charge is applicable.

Mbps - Refers to megabits, or millions of bits per second.

Network Services - The Company's telecommunications access services offered on FamilyTel's network.

Non-recurring charges - The one-time initial charge for services or facilities, including but not limited to, charges for construction, installation, or special fees, for which the customer becomes liable at the time the service order is executed.

Operator service - Any service using live operator or automated operator functions for the handling of telephone service, such as local collect, toll calling via collect, third number billing, credit card, and calling card services.

Point of presence - Location where the customer maintains a facility for purposes of interconnecting to FamilyTel's network.

Point to point service - An unswitched full time transmission service utilizing FamilyTel's facilities to connect two or more customer designated locations.

Premises - A tract of land or real estate where the customer maintains a facility for purposes of interconnecting to FamilyTel's network.

Per-call blocking - A telecommunications service provided by FamilyTel that prevents the transmission of calling party information to a called party on a call-by-call basis.

Per-line blocking - A telecommunications service provided by FamilyTel that prevents the transmission of calling party information to a called party on every call, unless the calling party acts affirmatively to release calling party information.

Primary service - The initial provision of voice grade access between the customer's premises and the switched telecommunications network. This includes the initial connection to a new customer or the move of an existing customer to a new premises but does not include complex services.

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Private line - A transmission path that is dedicated to a customer and that is not connected to the switching facility of a telecommunications utility, except that a dedicated transmission path between facilities of interexchange carriers shall be considered a private line.

Promotional rate - A temporary tariff, fare, toll or other compensation charged by a certificated telecommunications utility to new or new and existing customers and designed to induce customers to test a service. A promotional rate shall incorporate a reduction or a waiver of some rate element in the tariffed rates of the service, or a reduction or waiver of the service's installation charge and/or service connection charges, and shall not incorporate any charge for discontinuance of the service by the customer. Such rates may not be offered for basic local telecommunications service, including local measured service.

Recurring charges - The monthly charges to the customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service(s) - Refers to FamilyTel's telecommunications local exchange services offered on the Company's network.

Service Commencement Date - For Special Access Service and Direct Connect Switched Access Service, the first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the service order or this tariff, in which case the service commencement date is the date of the customer's acceptance of service. The parties may mutually agree on a substitute service commencement date. If FamilyTel does not have an executed service order from a customer, the service commencement date will be the first date on which the service or facility was used by the customer. For tandem connect customers, the service commencement date will be the first date on which the service or facility was used by the customer.

Service connection charge - A charge designed to recover the costs of non-recurring activities associated with connection of local exchange telephone service.

Shared facilities - A facility or equipment system or subsystem which can be used simultaneously by several customers.

Signaling Point of Interface - The customer designated location where the SS7 signaling information is exchanged between the Company and the customer.

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Signaling transfer point access - Allows the customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

Special access service - Dedicated access between a customer's premises and another point of presence for the purpose of originating or terminating communications.

Suspension of service - That period during which the customer's telephone line does not have dial tone but the customer's telephone number is not deleted from the central office switch and databases.

Switched access service - Access to the switched network of an exchange carrier for the purpose of originating or terminating communications.

Tariff - The schedule of a utility containing all rates, tolls, and charges stated separately by type or kind of service and the customer class, and the rules and regulations of the utility stated separately by type or kind of service and the customer class.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

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SECTION 2: RULES AND REGULATIONS2. REGULATIONS2.1 Undertaking of the Company2.1.1 Scope

FamilyTel undertakes to provide local exchange and intraLATA telecommunications services within the State of Missouri on the terms and conditions and at the rates and charges specified herein. FamilyTel installs, operates and maintains the communication services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer to allow connection of a customer's location to the FamilyTel network. The customer shall be responsible for all charges due for such service arrangements. FamilyTel's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.

2.1.2.3 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 priority system for such activities.

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### 2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until cancelled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered; the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.1.3.4 Services provided under this tariff may be used only for the transmission of communications in a manner consistent with the terms of this tariff, regulations of the Federal Communications Commission, the Substantive Rules of the Public Service Commission of Missouri, and the laws of the State of Missouri.

2.1.3.5 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.6 below.

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2.1.3.6 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. 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 Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

2.1.4.4 When the facilities of other carriers are used in establishing connections to points not reached by FamilyTel's facilities, FamilyTel is not liable for any act or omission of the other carrier(s). The customer will indemnify and save harmless FamilyTel from any third-party claims for such damages referred to in Section 2.4.1.

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any 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, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.6 as a condition precedent to such installations:

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2.1.4.7 The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

2.1.4.9 The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

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2.1.4.10 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.11 The company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.1.4.12 The Company 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, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

2.1.4.13 The Company 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 End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any 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, locations or use of service furnished by the Company at such locations.

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2.1.4.14 The Company shall not be liable for the Customer's failure to fulfill its obligations 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 Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customer. 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 Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense.

If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

2.1.4.15 The Company shall not be liable for any act or omission concerning the implementation of presubscription, as defined herein, unless it is due to the gross negligence of the Company.

2.1.4.16 With respect to Telecommunications Relay Service (TRS), any service provided by Company 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 Company or any connecting Carrier, Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected calls was made.

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### 2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

### 2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.1.6.4 Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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2.1.6.5 The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:

(a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;

(b) the reception of signals by Customer-provided equipment; or

(c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6.7 The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.1.6.8 The Company reserves the reasonable right to assign, designate or change telephone numbers, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

#### 2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or

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charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

#### 2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- (a) where facilities are not presently available and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where facilities are requested in a quantity greater than that which the Company would normally construct;
- (e) where installation is on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) installation involving abnormal costs; or
- (h) in advance of its normal construction schedules.

#### 2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

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2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

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

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

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

(b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated in the Company's right of recovery of damages to the extent of such payment;

(c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

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(d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of the necessary equipment and cable used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c) above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

(e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

(f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible for obtaining under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and

(g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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### 2.3.2 Claims

With respect to any service or facility provided by the Company; Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, excluding reasonable attorneys' fees and court costs, for:

(a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;

(b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

## 2.4 Customer Equipment and Channels

### 2.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

### 2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such

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action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

#### 2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing services covered under this tariff shall be provided at the Customer's expense.

2.4.3.2 The services or facilities of other communications carriers may be connected to FamilyTel's facilities only when authorized by, and in accordance with, the terms and conditions of this tariff, and the tariffs of the other communications carriers which are applicable to such connections.

#### 2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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## 2.5 Payment Arrangements

### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its joint or Authorized Users.

#### 2.5.1.1 Taxes

The Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax, 911 surcharges or fees) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this tariff. There shall be added to the customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of FamilyTel by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each customer will appear as a separate line item on the customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

2.5.1.2 If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's non-recurring charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.1.3 Municipal Franchise Fees. Residential, non-residential and point-to-point access lines provided pursuant to this tariff may be subject to a municipal franchise fee as established for the city in which the end user of the access lines is located.

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Effective with the charges billed on or after March 1, 2000, the monthly recurring municipal charge will be equal to a monthly amount developed using criteria as recommended by your local municipality with information supplied by this local certificated telecommunications provider (CTP). The fees should be assessed as a per-line-charge on the end user bill. The fee has been developed and/or allocated across rate classifications according to local municipal guidelines.

#### 2.5.2 Billing and Collection of Charges

This is a prepaid service. All payments are due in advance on the first of each month for that month of service.

2.5.2.1 Non-Recurring Charges are payable when the service for which they are specified has been performed. Recurring Charges which are not dependant on usage will be billed in advance of the month in which service is provided. The Company bills Non-Recurring Charges and Recurring Charges monthly to the Customers.

2.5.2.2 All charges are due and payable on the first of the month of the billing date.

2.5.2.2.1 If the payment due date would cause payment to be due on a Saturday, Sunday or Holiday (New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed Federal government Holiday), the payment due date shall be as follows:

2.5.2.2.1.1 If the payment due date falls on a Sunday or on a Holiday which is observed on Monday, the payment date shall be the first non-Holiday day following that day, and;

2.5.2.2.1.2 If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day following such Saturday or Holiday.

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2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis, based on a thirty-day month.

2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.2.5 Amounts not paid by the 1<sup>st</sup> of the month will be considered past due and subject to the following late payment provisions:

2.5.2.5.1 Late Payment Charges: If no payment is received by the Company from the Customer by the first of each month, a \$3.00 late fee will be applied.

2.5.2.6 Billing Inquiries and/or Disputes: The Customer shall notify the Company of any disputed items on an invoice. The customer may dispute the bill orally or in writing at any time once the invoice is received. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Service Commission of Missouri in accordance with the Commission's regulations. If the customer disputes a bill and the dispute requires documentation, the Customer must document its claim to the Company in writing.

2.5.2.6.1 For written complaints sufficient documentation consists of, but is not limited to, the following information, where such information is relevant to the dispute and available to the Customer:

The nature of the dispute (i.e., alleged incorrect rate, alleged incorrect minutes of use, etc.), including the basis for the Customer's belief that the bill is incorrect;

The type of usage (i.e., originating or terminating);

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The Company end office where the minutes of use originated or terminated (if applicable);

The number of minutes in dispute;

The billing account number(s) (BANs) assigned by the Company;

The dollar amount in dispute;

The date of the bill(s) in question;

Purchase Order Number (PON) and dates involved (due date or as-of date) for disputes involving order activity and what the Customer believe is incorrect (e.g. non-recurring charge, mileage, circuit identification) and why they believe it to be incorrect (not received, not ordered, incorrect rate, etc.) For order activity disputes documentation should include traffic reports, billing cycle, and, is the service is shared, both main and shared service BANs. Line number, trunk number and Two Six Code as well as end-office identification should also be provided; and/or,

Any other information necessary to facilitate dispute resolution.

If additional information from the Customer would assist in resolving the dispute, the Customer may be requested to provide this information. This data may include, but is not limited to, summarized usage data by time of day. The request for such additional information shall not affect the dispute date established by this section.

2.5.2.6.2 The date of resolution shall be the date on which the Company completes its investigation of the dispute, notifies the Customer of the disposition and, if the billing dispute is resolved in favor of the Customer, applies the credit for the amount of the dispute resolved in the Customer's favor to the Customer's bill, including the disputed amount interest credit, as appropriate.

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### 2.5.3 Deposits

Deposits may be required and administered in accordance with the Missouri Telecommunications Providers Rules.

### 2.5.4 Cancellation of Service for Cause

2.5.4.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2.5.4.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.4.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.4.4 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

2.5.4.5 Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1 or 2.5.5.2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

2.5.4.6 The Company may discontinue the furnishings of any and/or all service(s) to a Customer without giving prior written notice, and without incurring any liability if:

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(a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

(b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or

(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.4.1 above; or

(d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or

(e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

(f) The Customer uses, or attempts or use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

(1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or

(2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(3) Any other fraudulent means or devices.

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2.5.4.7 Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service; or

2.5.4.8 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that ten (10) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

#### 2.5.5 Cancellation of Application for Service

2.5.5.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as may be specified in this Section and Section 3.2.3.

2.5.5.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

2.5.5.3 The special charges described in 2.5.6.1 through 2.5.6.2 will be calculated and applied on a case-by-case basis.

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## 2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

### 2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit, to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro-rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.6.1.3 Except as otherwise provided for herein, a credit allowance will be given for interruptions of 24 hours more. Credit allowances shall be calculated as follows:

Credit will be issued as if one month has 30 days. Credit will be given for  $1/30^{\text{th}}$  of the monthly rate for each 24 hour period that the service is interrupted.

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2.6.2 Limitations on Allowances

No credit allowance will be made for:

(a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;

(b) interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other common carriers connected to the Company's facilities;

(c) interruptions due to the failure or malfunction of non-Company equipment;

(d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

(e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

(g) interruption of service due to circumstances or causes beyond the control of the Company.

2.6.2.1 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

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### 2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

### 2.7 Cancellation of Service

2.7.1 If a Customer cancels services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in Section 2.5.2: all costs, fees, and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

The terms and conditions specified in Section 3.2.3 will apply for cancellation of an Access Service Request.

### 2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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Brad Warden  
President

2900 Louisville Avenue  
Monroe, Louisiana 71201

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2.9 Notices and Communications

2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

2.9.3 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 3: DESCRIPTION OF SERVICES AND RATES****3.1 GENERAL**

The regulations and rates contained herein are applicable to local exchange telephone services furnished within the State of Missouri. This tariff applies to services furnished within the local exchange areas of Southwestern Bell Telephone Company, as described in Southwestern Bell's local exchange tariff. The Southwestern Bell exchanges are as follows:

Adrian	Deering	Homersville	New Madrid
Advance	Delta	Imperial	Nixa
Agency	Dexter	Independence*	Oak Ridge
Altenburg-Frohna	Downing	Jackson	Oakville+
Antonia	E. Independence*	Jasper	Old Appleton
Archie	East Prairie	Joplin	Oran
Argyle	Edina	Kansas City	Osage Beach
Armstrong	Eldon	Kennett	Overland+
Ash Grove	Elsberry	Kirkville	Pacific
Beaufort	Essex	Kirkwood+	Parkville*
Bell City	Eureka	Knob Noster	Patton
Belton*	Excelsior Springs	La Monte	Paynesville
Benton	Fair Grove	Ladue+	Perryville
Billings	Farley	Lake Ozark	Pierce City
Bismarck	Farmington	Lamar	Pocahontas-
Bloomfield	Fayette	Lancaster	New Wells
Bloomsdale	Fenton	Leadwood	Pond
Blue Springs*	Ferguson+	Lees Summit*	Poplar Bluff
Bonne Terre	Festus-	Liberty*	Portage de Sioux
Boonville	Crystal City	Lilbourne	Portageville
Bowling Green	Fisk	Linn	Puxico
Bridgeton+	Flat River	Lockwood	Quilin
Brookfield	Florissant+	Louisiana	Raytown*
Camdenton	Frankford	Macks Creek	Republic
Campbell	Fredericktown	Malden	Richmond
Cape Girardeau	Freeburg	Manchester	Richwoods
Cardwell	Fulton	Marble Hill	Risco
Carl Junction	Gideon	Marceline	Riverview+
Carrollton	Gladstone*	Marionville	Rogersville
Carthage	Glasgow	Marshall	Rushville
Caruthersville	Grain Valley	Marston	San Antonio
Cedar Hill	Gravois Mills	Maxville	Sappington+
Center	Gray Summit	Mehlville+	Scott City
Chaffee	Greenwood	Meta	Sedalia
Charleston	Hannibal	Mexico	Senath
Chesterfield	Harvester	Moberly	Sikeston
Chillicothe	Hayti	Monett	Slater
Clarksville	Herculaneum-	Montgomery City	Southville
Clever	Pevely	Morehouse	South Kansas City*
Climax Springs	Higbee	Nashua*	Spanish Lake+
Creve Couer+	High Ridge	Neosho	Springfield
De Kalb	Hillsboro	Nevada	St. Charles
De Soto	Holcomb	New Franklin	St. Clair

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**3.6 Service Initiation Charges:**

	<u>Per Occurrence</u>
Activation Fee	\$ 20.00
Move	\$ 39.95
Restore	\$ 25.00
Number Change	\$ 30.00
Calling Feature	\$ 25.00

**3.7 Basic LifeLine Service**

LifeLine is a basic phone service that is limited to customers that are receiving certain government benefits or if the family income is less than the federal poverty level for a family of four. Customers must provide proof of eligibility and provide on an annual basis proof of current support or income.

**Eligibility Requirements**

An applicant may qualify for LifeLine Service by satisfying either of the following requirements:

1. Food Stamp, Medicaid (including Supplemental Security Income) or Aid to Families with Dependent Children recipients as certified by the State Department of Human Services. A directory listing (if desired) and billing for LifeLine Service will only be provided in the name of and at the address of the certified recipient.
2. The applicant must have an annual household income at or below 100% of the federal poverty level for an household of four as defined by the federal poverty income guidelines. Currently, the federal poverty level for a family of four is \$16,800 income per year.
  - a. To confirm annual household income, the applicant must provide a photocopy of the most recent U.S. Individual Tax Return Form which is submitted to the Internal Revenue Service, W-2, three most current paycheck stubs or a letter from an employer verifying the income level.
  - b. Qualified customers subscribing to LifeLine Service will be certified on an annual basis by July 1 of each year.

Rates for Basic LifeLine Service

Monthly Access Charge	\$ 29.95
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Note: Custom Calling Features are not allowed with Basic LifeLine Service

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**3.8 911 Emergency Calling**

a. 911 Service calls transferred from a public safety answering point to another public safety answering point equipped with 911 Service in the same 911 Service system via exchange facilities will not be billed local message charges. 911 Service calls transferred from a public safety answering point to another location outside of the 911 Service system via exchange facilities are billed the appropriate message charges as though the call originated at the transfer location.

b. Data channels and Private Branch Exchange (PBX) trunks are required for the proper operation of automatic location identification premises equipment. The costs applicable for these channels and trunks are included in 911 Service.

**3.9 Liability of FamilyTel**

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. FamilyTel is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Local Municipal Government or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Local Municipal Government or others, caused or claimed to have been caused by installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment and facilities.

**3.10 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Rates for Dedicated Access and Private Lines will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

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