

ADOPTION NOTICE

MISSOURI LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

Fusion Cloud Services, LLC hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all tariffs heretofore filed with the Public Service Commission, State of Missouri, by Birch Telecom of Missouri, LLC d/b/a Birch Communications, LLC prior to June 1, 2020. (N)

Birch Telecom of Missouri, LLC d/b/a Birch Communications, LLC hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all tariffs heretofore filed with the Public Service Commission, State of Missouri, by Birch Telecom of Missouri, Inc. d/b/a Birch Communications prior to May 10, 2018. (N)

Birch Telecom of Missouri, Inc. hereby files this "Adoption Notice" in order to inform the Missouri Public Service Commission (MPSC) that it registered the assumed name "Birch Communications" with the Missouri Secretary of State (Certificate No. X00882100) and herewith provides the Missouri P.S.C. Tariff No. 3 and 2nd revised Sheet No. 1 reflecting the changes.

No other changes, additions, cancellations have been made to Birch Communications' Missouri P.S.C. Local Exchange Services Tariff No. 3.

Issued: May 1, 2020

Effective: June 1, 2020

Issued by: General Counsel
Fusion Cloud Services, LLC
210 Interstate North Parkway, Suite 300
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FILED
Missouri Public
Service Commission
TN-2020-0346; JC-2020-0194

Fusion Cloud Services, LLC (C)
(C)

Local Exchange Services Tariff

This Tariff, filed with the Missouri Public Service Commission, contains the terms and conditions applicable to local exchange telecommunications services in the State of Missouri by Fusion Cloud Services, LLC (the "Company"). Copies of this Tariff may be inspected during normal business hours at the Company's principal place of business. The Company provides exchange telecommunications services on resale and facilities-based bases. (C)

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Wherever in this Tariff or its headings, the term "Company" or the name Birch Telecom of Missouri, Birch Telecom or Birch appears, that shall mean and shall refer to Fusion Cloud Services, LLC. (C)
(C)

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(M) Text previously located on Sheet 4

WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-97-372, the Missouri Public Service Commission has classified Birch Telecom of Missouri, Inc. as a competitive telecommunications company under the provisions of Chapter 392, Revised Statutes of Missouri, and waived the following statutes and rules:

Statutes

392.210.2	-	Uniform System of Accounts
392.270	-	Property Valuation
392.280	-	Depreciation Rates
392.290.1	-	Issuance of Stock and Bonds
392.300.2	-	Acquisition of Stock
392.310	-	Issuance of Stock and bonds
392.320	-	Stock Dividends
392.330	-	Issuance of Securities, Debt, and Notes
392.340	-	Reorganization

Commission Rules

4 CSR 240-10.020	-	Income on Depreciation Fund Investments
4 CSR 240-30-040	-	Uniform System of Accounts
4 CSR 240-35	-	Reporting of Bypass and Customer Specific Arrangements

EXPLANATION OF SYMBOLS

- DDelete or Discontinue
- IChange resulting in an increase in rate
- M.....Moved from another Tariff location
- NNew
- R.....Change resulting in a reduction in rate
- TChange in text but no change in rate or regulation (T)
- C.....Change in regulation (N)
- E.....Correction of an error (N)

TARIFF FORMAT

(M)

- A. Sheet Numbering – Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets Nos. 7 and 8 would be Sheet No. 7.01.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 2nd revised Sheet No. 7 cancels the 1st revised Sheet No. 7. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence – There are eight levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I(i)

(M)

Birch Telecom of Missouri, Inc.

1. DEFINITIONS AND ABBREVIATIONS

The following terms, whether or not capitalized in this Tariff, shall have the meanings set forth below:

900/976 Call Restriction – Allows customers to restrict 900/976 prefix outgoing calls from being placed over their exchange access lines. Customer may request unblocking, subject to the same non-recurring charge.

AIOD (Automatic Identified Outward Dialing) – Where facilities and required arrangements exist, AIOD identifies outgoing Long Distance Message Telecommunications Service messages by station number.

Anonymous Call Rejection – Allows a customer to automatically reject calls from parties who have a privacy (T) feature that prevents the delivery of the calling number to the called. (T)

Auto Redial – Enables the customer to automatically redial the last outgoing telephone number. When the telephone number is busy, the Company's equipment will keep trying to call the number being redialed for a maximum of 30 minutes.

Business – When used in relation to service, means service provided in offices, stores, factories and all other places for business use.

Call Blocker – Enables the customer to block calls from preselected telephone numbers and/or the last incoming call (without knowing the number). To block specified telephone numbers, the customer builds a screening list. To block an unknown number after receiving a call, the customer enters a code to add the number to their screening list. If facilities are unavailable to provide incoming call screening via the customer's list, standard call completion will occur. Customers whose telephone numbers are blocked are directed to a Company recorded announcement.

Call Forwarding – Automatically routes incoming calls to a designated answering point selected by the subscriber, regardless of whether the user's station is idle or busy. The subscriber may change the designated answering point using the telephone key pad.

Call Forwarding-Busy Line – Automatically routes incoming calls to a pre-designated answering point when the called line is busy.

Call Forwarding-Busy Line/Don't Answer – Allows incoming calls that encounter a busy condition or are not answered after a predetermined number of rings to be automatically forwarded to a pre-designated telephone number within the exchange or the Long Distance Telecommunications Network. The Call Forwarding customer is responsible for the payment of charges (e. g., tolls charges) for each call between the Call Forwarding equipped telephone line and the line to which the call is being forwarded.

Call Forwarding-Don't Answer – Automatically routes incoming calls to a pre-designated answering point when the called line is not answered after a preset number of rings.

Call Return – Enables a Customer to automatically redial the telephone number of the last incoming call. If that telephone number is busy, the Company's equipment will keep trying to call the number being redialed for a maximum of 30 minutes.

(M)

Issued: July 9, 2008

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Service Commission

Birch Telecom of Missouri, Inc.

1. DEFINITIONS AND ABBREVIATIONS (continued)

Call Selector – Provides a distinctive ring pattern for calls received from up to six different telephone numbers. (T)

Call Trace – Allows the customer to dial a code to automatically request a record of the caller's originating telephone number, the date, and time of the call, as well as the date and time of the customer initiated trace. (M)
The information is stored and disclosed only to a law enforcement agency for investigation purposes. The customer (M)
does not receive any information regarding the origination of the calls. (M)

Call Transfer – Provides the capability to transfer or add a third party, using the same line.

Call Transfer Disconnect – Call Transfer Disconnect service enables business customers to add another line to an established call creating a three-way call. The Call Transfer Disconnect subscriber may disconnect from the three-way call and allow the other two parties to continue talking, thereby freeing their line for the purpose of originating another call. The Call Transfer Disconnect feature cannot be used to expand a calling scope and is therefore not available to customers subscribing to an optional flat rate local, toll or expanded calling plan. Call Transfer Disconnect customers are responsible for any toll or other charges associated with calls they originate. They may not resell this service

Call Waiting – Provides the user with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting Deluxe – Residential only feature, allows forwarding and Call Waiting as well as allowing subscriber to receive notification on a busy line that there is another incoming call. Gives out Caller ID information on Second Caller. (T)
(T)

Call Waiting ID – Allows for the display of the name and/or number of a new caller when user is already talking on the telephone and receives another phone call on the customer's CPE and allows the customer to decide to answer the new incoming call or not.

Call Waiting ID Options – Allows Call Waiting ID customer to identify the name and/or number of an incoming caller when already talking on the telephone and receive another phone call on customer's CPE. The customer may decide how to handle the second caller from a menu choice known as Disposition Codes appearing on the customer's CPE as menu options.

(M) Call Trace previously located on Sheet No. 8.

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Birch Telecom of Missouri, Inc.

1. DEFINITIONS AND ABBREVIATIONS (continued)

Cancel Call Waiting – Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Caller ID Deluxe – Displays the name and number of the incoming call and rejects blocked numbers. (T)

Caller ID – Number – Identifies the 10-digit number of the calling party before the call is answered. Specialized answering equipment is required to display the calling party information. The calling party may block the display of their number by dialing a code prior to placing the call.

Caller ID – Name – Identifies the name associated with the calling number before the phone is answered. This feature requires Caller ID – Number.

Caller ID on Call Waiting – Provides calling number and calling name delivery following the Call Waiting tone.

Caller ID Blocking – Blocks the delivery of the number and name to the called party on a per call basis. Can either be “selective” or “complete.”

Calling Features – Optional telephone services allowing customers to efficiently manage the call flow generated over their exchange access lines.

Calling Number and Name Delivery Blocking, per call – Blocks deliver of name and number information to Caller ID. (T)

Centrex-1 – An optional communications system available to business customers which combines 2 to 9 individual exchange access lines into a Centrex-I group.

Centrex Express – An optional central office-based communications system available to business customers. Centrex Express is provided through an arrangement of exchange access lines, Centrex Express stations and station line facilities, switching equipment, customer facility group and other facilities located on Company premises. A Centrex Express customer can control the number of simultaneous incoming and outgoing telephone calls through the quantity of Centrex Express exchange access lines to which they subscribe. A Centrex Express System may consist of multiple customer premises locations when all Centrex Express stations are served by the same serving central office.

Collect Call – Denotes a billing arrangement by which the charge for a call may be reversed provided the charge is accepted at the called service point. A collect call may be billed to a calling card or third party number. In the case of a telephone which is identified as Customer-Owned Pay Telephone Service, the charges must be billed to a calling card or third number, or the call may be reoriginated from the called service point.

Company, the – Birch Telecom of Missouri, Inc. unless the context indicates otherwise.

Commission – The Missouri Public Service Commission, unless the context indicates otherwise.

Conference Telephone Service– The furnishing of simultaneous connection between three or more exchange access arrangements. If Long Distance Message Telecommunications rates would apply on a connection between any two of the exchange access arrangements so connected, conference service will be furnished in accordance with Section 4.X of this Tariff.

1. DEFINITIONS AND ABBREVIATIONS (continued)

CPE – Customer Provided Equipment. (N)

Customer – The Person which orders or uses the service and is responsible for the payment of rates and charges and compliance with tariff regulations.

Customer Alerting Enablement – Allows residence and business lines to receive an audible alerting tone (intermittent dial tone) transmitted from the central office. (N)

Customer Premises – One Customer Premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on the same property.

Customer Provided Equipment (CPE) – Equipment provided by the Customer.

Demarcation Point – That point of interconnection between the Company’s facilities and the wiring at the Customer Premises. The Demarcation Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission’s rules and regulations (a network interface).

The network interface may be located at a point other than the normal demarcation point where the network interface is already established by the presence of network equipment on the effective date of this Tariff. For multi-unit structures (e.g., apartments, college campuses, shopping centers), the structure owner shall make the final decision on whether the structure shall be treated as a multi-unit structure with one Demarcation Point per unit or, as a single unit with one Demarcation Point for the entire structure. The structure owner shall have the option of having the Demarcation Point placed at a location other than that determined by the Company, provided the structure owner pays any additional construction costs and such location is consistent with the minimum point of entry standard.

With regard to premises for any structure that is built to be mobile (e.g., mobile homes, recreational vehicles), the Company may place the Demarcation Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks and similar premises may be treated by the Company as a single unit premises, with the Demarcation Point being placed on the shore.

Direct Inward Dialing (DID) – Allows an incoming call to reach a station line without attendance assistance. (N)

Direct Outward Dialing (DOD) – A service attribute that routes outgoing calls directly to the exchange network without attendant assistance.

Directory Assistance – Service whereby Customers may request assistance in determining telephone numbers when the listed name is provided.

Directory Assistance Call Completion (DACC) – Service whereby customers may request completion of local or intraLATA long distance calls to a requested number by either the Directory Assistance operator (Semi-Automated) or the Directory Assistance audio response system that provides the requested directory number (Fully Automated).

Directory Listing – The publication in the Southwestern Bell Telephone White Pages directory of information relative to the customers’ telephone numbers (“the Directory”), by which telephone users are enabled to ascertain the telephone number of a desired telephone.

1. DEFINITIONS AND ABBREVIATIONS (continued)

Directory Listing (continued)

Additional Listings – A separate and alphabetically distinct listing for the names of anyone else living at the end user's home or, for example, partners in a business.

Alternate Listings – A listing of an alternate telephone number to be called in case no answer is received at the primary call number.

Additional Listing Hunt Number Group – An additional listing which bears that name of the line other than the first line of a rotary number group.

Additional Main Listings- Additional Main Listing may be ordered for a Personalized Ring Number (Distinctive Ring) in order to list the name of a person, firm or corporation other than the end user of record. The end-user is allowed one free additional main listing per Personalized Ring number

Caption Listings- A caption is a listing set arrangement composed of a caption header and indented listings. A caption benefits the use by simplifying the appearance of the listing.

Dual Name Listings – A listing provided for two persons who reside at the same address or for a person known by two first names.

Extra Lines – An extra line (consisting of five words or any fraction thereof) under the Primary Listing for the proper placement of telephone calls and not for advertising purposes or to show store hours.

Foreign Listings – Allows the Customer to have a Directory listing outside of his/her local area.

Free Additional Listing- A 911 telephone number listing must be listed along with a non-emergency telephone number for emergency agencies. There is no charge for this listing.

Non-listed Service – A listing, at the customer's request, is omitted from the Directory, but appears on Directory Assistance records.

Non-published Exchange Service – A listing, at the customer's request, is omitted from the Directory but appears on Directory Assistance with NP instead of the telephone number.

Preferred Customer Discount (PCD) – A discount added to the monthly invoice and deducted from the (N) rack rate for grandfathered products and term contract discounts. (N)

Primary Listing – One listing in the Directory, at no charge, when applying for telephone service. One copy of the telephone directory for the service area in which Customer is a subscriber will be delivered to Customer within 10 days after service is installed.

Regular Extra Listings – A listing for the same address and phone number as, and in addition to, the Primary Listing in the Directory.

1. DEFINITIONS AND ABBREVIATIONS (continued)

Directory Listing (continued)

Residence Bold or Script Listings – Special print styles (bold or script) available for listings in the residence Directory. (M)
(M)

Residence Custom Extra Line Listing – A customized extra line(s) associated with the end user’s alphabetical residential listing which allows the end user to further describe himself or herself. (N)
Subject to approval by the Company, one to eight lines of descriptive information may be placed between the end user’s name and address in their directory listings. (N)

Residence Family Space Listings – Allows the Customer to have first names or nicknames of family members placed within a customized space outlines with a bold box. (M)
(M)

Residential Line of Distinction - A residence Line of Distinction listing permits a customer to add a customized extra line of information to a primary or extra listing in order to further describe the customer. (N)
The extra line of information is limited to 34 characters, including spaces. The extra line appears in italicized type directly below the associated alphabetical listing and above the listed address and telephone number. The Line of Distinction listing is not intended to replace the Extra Lines listing.

Residential Personality Logo – Allows an end user to choose a logo from a pre-selected menu of approved logos, which will appear with the end user’s listing in the Directory. The entire listing will be enclosed within a box with the logo itself appearing in a space below the listed name and above the listed address.

Residence Signature Listing - A residence Signature Listing is a distinctive directory listing available to residence customers in script or bold print. Customer surnames are not eligible in directories where individual surnames are suppressed. When a residence Signature Listing is combined with another tariffed listing, both monthly rates apply. A Signature Listing may be in script or bold lettering but not both. (N)

Secondary Listing - An end user who is geographically located in one white pages telephone directory area (primary) is also allowed a listing in other the pages telephone directories (secondary) to ensure complete directory coverage. The entitlement of additional coverage in the secondary directory is determined by the NXX. The primary white pages telephone directory is always the directory serving the exchange where the service is located. (N)
(N)

(M) Residence Bold or Script Listings and Residence Family Space Listings previously located on 1st Revised Sheet No. 10.02

Birch Telecom of Missouri, Inc.

1. DEFINITIONS AND ABBREVIATIONS (continued)Directory Listing (continued)

Secretarial Listings – A listing contracted for by a Customer in the secretarial services business whereby that Customer's patrons, with their permission, are listed alphabetically in the Directory with the Customer's telephone number.

Supplemental Address Information- A supplemental address charge when a end user requests that additional information, such as apartment number, building number or suite number appear with the primary listed address in the white pages.

Special Reversed Long Distance Charge – A subscriber of Special Reversed Long Distance Service may be furnished a foreign listing text of “no Charge for Calls Dialed Direct to This Number From (name of exchange).”

Disconnection – The temporary cessation of telecommunications service.

Distinctive Ringing – Allows customers to establish up to three telephone numbers on the same access line. Each number is assigned a distinctive ring. The billing telephone number is the “master” number and has a standard ring. The other number(s) are dependent numbers and are assigned individual distinctive rings. (N)

DN – Dependent Number. See “Multi-Distinctive Ringing.” (N)

Dual Tone Multi-Frequency (DTMF) – The pulse type employed by tone dial station sets.

Exchange – A telephone system which provides for service within a specified area known as the “Exchange Area.”

Exchange Access Line – A central office line which provides access to the exchange telephone network for local and long distance telephone service and includes the service, central office equipment and all outside plant facilities furnished by the Company.

Exchange Service – The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

Extended Area Service – A Local Exchange Service that is provided between two or more contiguous exchange areas.

Flat Rate Service – Exchange Service furnished for a specified sum without regard to the amount of use.

Hunting – Rotary – A hunting arrangement that provides for sequential hunt over members identified within the hunt group. The hunt for an idle line begins at the telephone number dialed and proceeds sequentially through the lines identified in the hunt group until an idle line is found or the last assigned number within the hunt group is reached. If an idle line is found, the hunt stops and the idle line is rung. If all lines are busy, the caller receives a busy signal.

Hunting – Circle – A hunting arrangement similar to sequential hunting except, if no idle line is found by the time the last line in the group is reached, the hunt circles back to the first line in the group and hunts up to but not including the line where the hunt started.

Hunting – Preferential – Some or all of the lines in a hunt group may have an associated preferential hunt list. This hunt list permits a pre-hunt over a subset or preferential group of lines before hunting through the multiline hunt group.

(M)

Birch Telecom of Missouri, Inc.

1. DEFINITIONS AND ABBREVIATIONS (continued)

(M)

Individual (1-Party) Line Service – A grade of Exchange Service which provides for a maximum of one main station on a line.

Installation/Move Charge – A nonrecurring charge made under certain conditions covering the cost or portion of the cost of the work connecting, furnishing or moving telephone service.

Intercept Referral Service-Basic – Used when a customer disconnects service or changes his telephone number. Calls to the intercepted telephone number are referred to an operator or a recorded message. The caller is provided with information such as a new telephone number and/or name and/or address. This service is provided to residential customers for a minimum of 30 days, while capacity on facilities exists. (M)

Intercept Referral Service-Special – Same as Intercept Referral Service – Basic, plus it provides additional information to the caller.

Intercom Calling – Enables single line customers to set up internal communications (intercom) between multiple telephone extensions. The customer establishes intercom calls by dialing a code and hanging up the telephone handset. The code activates distinctive ringing to alert intercom users of an intercom call. Three-Way Calling is necessary for the operation of Intercom Calling. This feature is obsolete except for existing customers at existing locations.

Interexchange Channel – That portion of a channel which interconnects exchanges in which the stations are located.

LATA – Local Access and Transport Area.

Local Messages – A local message is a telephone conversation of any prescribed length between two telephone stations. It is the measurement upon which the charges for telephone communications are based when the calling station and the station to which communications is established are both within the same local service area.

Local Service Area – That area within which a Customer can make telephone calls at exchange rates.

Message Rate Service – A class of Exchange Service, not including coin box service, for which charge is made wholly or in part on the basis of amount of use.

Multi-Distinctive Ringing – Allows customers to establish up to three telephone numbers on the same access line. Each number is assigned a distinctive ring. The billing telephone number is the “master” number and has a standard ring. The other number(s) are dependent numbers and are assigned individual distinctive rings.

Multiline Hunt Group – Rotary (hunting) service provided in Electronic Switching System (ESS) offices where a standard seven-digit number is assigned only to the first line in a customer’s number group. Subsequent lines are designated by using two-, three- or four-digit numbers dependent on the type of ESS office. The Company reserves the right to determine when Multiline Hunt Group numbers are assigned.

Night Number Service – Allows calls to be routed to a specific line or trunk in a hunt group. The Night Number is strapped in the Central Office to either a telephone number of a terminal working at the end user’s location. Night numbers associated with a terminal will not hunt.

Operator Services

Non-Automated – Where the person originating the call dials zero or a special access number (e. g., an 800/888 number), and the operator dials the number and collects billing information for completion of the call.

(M) Individual (1-Party) Line Service and Installation/Move Charge previously located on Sheet No. 10.03

1. DEFINITIONS AND ABBREVIATIONS (continued)

Operator Services (continued)

Semi-Automated – Where the personal originating the call dials zero or a special access number (e. g., an 800/888 number), (or 1+ calls from pay telephones), then dials the desired telephone number, and the operator collects billing information for completion of the call.

Fully Automated – Fully automated service is where the person originating the call dials zero or a special access number (e.g., an 800/888 number), then dials the desired telephone number, and then dials the service selection codes as instructed by the automated billing equipment, and the call is completed without the assistance of an operator.

Person – An individual, corporation, limited liability company, partnership, or any other entity.

Preferred Call Forwarding - Allows the customer to transfer up to 6 telephone numbers on a screening list to another number.

(T)
(T)

Preferred Number Service (PNS) – A residential service whereby incoming calls to the Customer's PNS number are automatically forwarded by the Company central office equipment to the Customer's current residence telephone number.

Priority Call – Provides the customer with a distinctive ring or Call Waiting tone (if the customer has subscribed to Call Waiting), when the customer is called from preselected telephone numbers. The customer can construct or modify the telephone number screening list by dialing a unique code. The Company's equipment will screen incoming calls against the screening list and provide a distinctive ring for telephone numbers on the list.

Remote Call Forwarding – A service whereby calls placed to a telephone number are automatically forwarded by central office equipment to another number designated by the end user. The Remote Call Forwarding number may be either a different exchange (remote) or another central office area within the same exchange (local). Additional paths may be provided to handle multiple calls to the Remote Call Forwarding number as long as there are at least an equal number of lines at the terminating end. Any toll portions of calls are billed to the Customer.

Remote Access to Call Forwarding – Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touch-tone phone.

Repeat Dialing – Enables the customer to automatically redial the last outgoing telephone number. When the telephone number is busy, the Company's equipment will keep trying to call the number being redialed for a maximum of 30 minutes.

(T)
(T)
(T)

Residence or Residential – When used in relation to service, means service provided in private residence for personal non-business use.

Selective Call Forwarding – Enables the customer to forward incoming calls from preselected telephone numbers to another telephone number. The customer can construct or modify a telephone number screening list by dialing an activation code. The Company equipment will screen incoming calls against the customer's list and forward only those telephone numbers on the list.

Sent-Paid – Denotes a billing arrangement whereby a call is charged to the service point originating the call.

Series Completion – Telephone numbers assigned in a rotary (hunting) number group where each number assigned is a standard seven-digit number. The Company reserves the right to determine when series completion numbers are assigned.

1. DEFINITIONS AND ABBREVIATIONS (continued)

(N)

Simultaneous Call Forwarding – Provides the customer that also subscribes to an appropriate call forwarding service with the ability to forward multiple incoming calls simultaneously to another telephone number designated by the customer. The line/trunks at the Simultaneous Call Forwarding customer's terminating location must equal or exceed the aggregated number of potential originating calls from all customer locations. The Simultaneous Call Forwarding customer is responsible for the payment of charges (e. g., toll charges) for each call between the Simultaneous Call Forwarding equipped telephone and the line to which the call is being forwarded. This service cannot be used to avoid toll.

Six-Way Calling – Allows a station in the talking state to add up to four additional parties to the call. This feature may be used on both incoming and outgoing calls.

Speed Calling – Allows a subscriber to establish a speed calling list, which associates telephone numbers with a unique q-digit and/or 2-digit speed calling code. Initial entry and changes to the speed calling list are directly input from the associated subscriber line. This feature is available as an eight code list or a thirty code list. Code lists may include local and/or toll telephone numbers.

Station – Telephone equipment from or to which calls are placed.

Three-Way Calling – Allows a station in the talking state to add a third party to the call. This feature may be used on both incoming and outgoing calls.

(N)

Toll restriction – Allows the customer to establish, on a per line basis, call restrictions by the calling party.

Trunk – A commercial channel between two switching (i.e., Central Office, PBX) systems.

Termination – The permanent cessation of telecommunications service.

Two-Point Service, Person-to-Person – That service where the person originating the call specifies to the Company operator a particular person, department or office to be reached.

(N)

Two-Point Service, Station-to-Station – That service where the person originating the call dials the telephone number desired or gives to the Company operator the telephone number of the desired service point, or gives only the name and address under which the number of the service point is listed, and does not specify a particular person, department or office to be reached.

WATS – Wide Area Telecommunications Service. The furnishing of service for dial-type telephone communications between a WATS access line and intraLATA service points within the State of Missouri. The WATS charges set forth in this Tariff are in payment for the intraLATA service furnished between the originating and terminating service points.

WATS Access Line – A line from the Customer's premises to a Company serving office which is provided for the purpose of completing WATS calls. Each such line will be arranged at the customer's option for either Outward WATS or 800 (Inbound) Service, but not for both.

2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish telecommunications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within a calling scope in portions of the State of Missouri, as specified herein.
- 2.1.2 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 to furnish service from time to time as required at the sole discretion of the Company.
- 2.1.3 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.
- 2.1.4 The Company may undertake service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.
- 2.1.5 Customers may be required to enter into written service orders which shall contain or reference 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.6 Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

2.2 Limitations of Service

- 2.2.1 The Company offers service to all Persons who desire to purchase service from the Company consistent with all provisions of this Tariff. Persons interested in the Company's services shall submit information to the Company which fully satisfies the Company and identifies the services requested.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Tariff. The Company reserves the right not to provide service to or from a location where legally prohibited.

2. RULES AND REGULATIONS (continued)

2.2 Limitations of Service (continued)

2.2.3 The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.

2.2.4 Title to all facilities provided by the Company under this Tariff remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 Use of Service

2.3.1 Permitted Uses

Service may not be used for any unlawful purposes, or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier.

2.3.2 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

2.3.3 Fixed Service Period

If Customer and the Company have agreed to a specified term of service under any service order, then following expiration of the initial term of service, or 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.

2.3.4 Termination

Any termination shall not relieve Customer of its obligation to pay any charges incurred under this Tariff or in any service order 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.

2.4 Liability

2.4.1 The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed the amount of the credit allowance described in Section 2.5 herein. The extension of credit allowances as described in Section 2.5 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost income or profits, even if advised of the possibility of the same.

2. RULES AND REGULATIONS (continued)

2.4 Liability (continued)

- 2.4.2 The Company shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.
- 2.4.3 The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Tariff;
 - B. Connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems;
 - C. Any loss, destruction or damage to property of the Company, the Customer, or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, family members or invitees;
 - D. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or 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 this Tariff or any agreement between the Customer and the Company; or
 - E. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.
- 2.4.4 Emergency 911 Service (E911) is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal

2. RULES AND REGULATIONS (continued)

2.4 Liability (continued)

2.4.4 (continued)

injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.

When a Customer with a nonpublished telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

The Company will supply subscriber information to update the Emergency 911 Service database at the time the Company submits subscriber orders for basic local exchange telecommunications service to Southwestern Bell Telephone Company.

At the time the Company provides basic local service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911. At that time, the Company will be obligated to provide facilities to route calls from the end users to the proper PSAP.

The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo. 190-310.

2.4.5 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.4.6 THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. RULES AND REGULATIONS (continued)

2.4 Liability (continued)

2.4.7 Service Level Agreement (SLA)

Service Level Agreement for Integrator, PBX Connect, PRI Connect Service:

(N)

Uptime - No More Than 5 Minutes of Network Outage Per Day	
Actual Downtime	Credit
Up to 2 Hours	1 Day of Monthly Recurring Charges
2 Hours (Up to 8 Hours)	1 Day of Monthly Recurring Charges per 2 Hours Outage
8 Hours (Up to 32 Hours)	1 Week of Monthly Recurring Charges per 8 Hours Outage
32 Hours	1 Month of Monthly Recurring Charges

The above Service Level Agreement (SLA) commitment is subject to all other provisions of this Tariff, including specifically, but without limitation, any and all limitations of liability. In no event shall any credit in a given month exceed the monthly recurring charge in that month. Birch will provide Service in accordance with the following:

- a. All relevant on-net components are subject to this SLA. This includes on-net components such as Birch local switches, POPs, core routers and circuits. Off-net components are not covered by this SLA.
- b. "Network Outage" exists when Customer's service is unable to transmit and receive Internet or voice service and Birch records such failure in a trouble ticket in the Birch Network Operations Center (NOC). A Network Outage is measured from the time the trouble ticket is opened to the time the trouble ticket is cleared.
- c. Installation interval will be measured from the signature date on the term agreement until such time that the service has been installed and determined by Birch to be available for use.

(N)

2. RULES AND REGULATIONS (continued)

2.4 Liability (continued)

2.4.7 Service Level Agreement (SLA) (continued)

Service Level Agreement for Integrator, PBX Connect, PRI Connect Service: (N)

- d. Upon Customer’s request to the NOC made within ten (10) business days of the last day of the month in which the relevant SLA was not met, Customer shall be entitled to service credits as set forth herein. A credit shall be applied only to the month in which the event giving rise to the credit occurred. In no event shall the total credit in the aggregate for all SLAs issued in any month exceed the equivalent of 100% of the relevant monthly recurring charges for the affected service. SLA credits are customer’s sole and entire remedy in the event of an outage and/or poor performance.
- e. The Customer must provide reasonable assistance in diagnosing the problem. This includes promptly requesting the opening of a trouble ticket, providing access to the Customer premises and providing assistance via telephone, fax or e-mail. This SLA is not available if installation delay is attributable to: Customer equipment; Customer’s facility; acts or omissions of Customer, its employees or agents; failure of Customer to pass Birch’s credit check; line conditioning performed by Birch’s network vendor; Force Majeure events; or other events outside of the control of Birch (each constituting a Service Credit Exception)
- f. Normal Maintenance refers to upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of PRI Connect and may result in outages. Such effects related to Normal Maintenance shall not give rise to service credits under this SLA. Normal Maintenance shall be undertaken only between the hours of 11:00 and 6:00 AM Local Time. For the purpose of this SLA, “Local Time” refers to the local time in the time zone in which an affected service is located. Birch will make commercially reasonable efforts to notify an affected Customer via email prior to the interruption.

(N)

2. RULES AND REGULATIONS (continued)

2.4 Liability (continued)

2.4.7 Service Level Agreement (SLA) (continued)

Service Level Agreement for Integrator, PBX Connect, PRI Connect Service:

(N)

- g. Urgent Maintenance refers to efforts to correct network conditions that are likely to cause a material service outage and that require immediate action. Urgent Maintenance may degrade the quality of the service, and may result in outages. Subject to the service credit exceptions stated above, effects related to Urgent Maintenance shall entitle Customer to service credits set forth in this SLA. Birch may undertake Urgent Maintenance at any time it deems necessary.
- h. Customer may terminate the affected Service without penalty if an outage of eight (8) hours or more is experienced. Such outage must be documented in the Birch NOC, and not be subject to the Service Credit Exceptions stated above.
- i. Customer shall be responsible at all times for the proper installation, operation and maintenance of any Customer-provided equipment used in connection with the Service. In addition, Customer shall ensure that all such equipment is technically and operationally compatible with Service and in compliance with applicable laws and regulations.
- j. If Customer relocates to another location in a Birch market where the same PRI Connect Service is available, Customer may transfer that service to the new location if the new service equals or exceeds the number of lines at the old location, upon payment of installation charges for the new location, if applicable; however, rates may vary by location, and Customer's rates may increase.
- k. In the event a governmental agency determines the term agreement violates any law, rule or regulation, Birch shall have the option of terminating the term agreement without further obligation to Customer or revising such agreement to comply with such law, rule or regulation.
- l. Service are for Customer's use only and may not be resold, and the term agreement may not be transferred or assigned, by operation of law or otherwise, without Birch's prior written approval. Any attempted assignment or transfer without Birch's prior written approval shall be void.

(N)

2. RULES AND REGULATIONS (continued)

2.5 Interruption of Service

Customer will be entitled to a credit allowance for an interruption of service which is not caused by or does not result from the negligence or act of Customer or to the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other than the Company. A credit allowance is subject to the provisions of this section and the other sections of this Tariff, including, but not limited to, the general liability provisions set forth in Section 2.4 herein and the terms of Section 2.6 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the interruption is not being caused by any action or omission of Customer within his or her control, or is not in wiring on Customer's side of the Demarcation Point or equipment, power supplies, or communications systems, if any, furnished by Customer or Persons other than the Company.

2.6 Responsibility of the Customer

- 2.6.1 All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for:
- A. Placing orders for service; paying all appropriate charges for service rendered by the Company; complying with the Company's regulations governing the service; and assuring that its users comply with regulations.
 - B. Providing:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
 - C. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.
 - D. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate the Company's facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain a proper operating environment on such premises;

2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.1 (continued)

- E. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described above. Any costs associated with the 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;
- F. Providing the Company's authorized employees, contractors, or agents access to the Customer's premises at all reasonable hours for any purpose reasonably pertinent to furnishing of telephone service;
- G. 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 the Company's facilities and equipment in any Customer Premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for the Company's employees, contractors, or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon termination service as stated herein, removing the facilities or equipment of the Company, and not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- H. A Customer who subscribes to the Company's Exchange Service and resells these services to others shall be responsible for complying with all laws and regulations of the State of Missouri, which relate in any way to its provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and payment of applicable taxes. The Company has no obligation to provide notice to, or otherwise communicate with, Customers regarding local telephone service provided by another carrier. (T)
- I. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees, contractors, or agents shall be installing or maintaining the Company's facilities and equipment.

2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.3. Integrator, PBX Connect, PRI Connect Services

(N)

Customers subscribing to Service must execute a written term agreement in a form designated by Birch, which shall include without limitation, Customer's term selection.

Prior to installation of service, Birch will deliver a T1 or DSL circuit to Customer's premises (the "Circuit Delivery Date"). In the event that installation of Services is postponed, but postponed less than twenty-one (21) days from the Circuit Deliver Date due to Customer delays, billing will commence on the date Service is installed. If installation of Service is postponed more than twenty-one (21) days from the Circuit Delivery Date due to Customer delays, billing will commence on the twenty-first (21st) day from the Circuit Delivery Date. In the event that installation and turn-up of Services is postponed for any time period due to Birch delays, billing will commence on the date service is installed.

Service may be used only for interconnection to Private Branch Exchange (PBX) systems. Interconnection with modem, pooling devices, remote access service, automated dialing equipment, automated call distribution systems, routers or similar systems is prohibited. Service may not be used by Internet Service Providers, or as a component of a telecommunications service sold to or otherwise made available to third parties. Calls terminating to Service cannot be subsequently routed or otherwise forwarded to destinations other than Customer's premises.

(N)

2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.3. Integrator, PBX Connect, PRI Connect Services

In addition to the rates and charges contained in this Tariff, the Customer is responsible for the payment of all related charges for miscellaneous and supplemental service as specified in this and other tariffs of the Company.

a. PBX Connect Service, PRI Connect Service

The maximum number of DID numbers assigned per PRI Connect or PBX Connect T1 is 200. The minimum required service configuration for PRI Connect Service is one PRI Connect per location. The minimum required service configuration for PBX Connect is 12 channels per location.

An Early Termination Fee is applicable if service is terminated by Birch for Customer's breach or by Customer for any other reason prior to expiration of the term agreement subject only to those exclusions specified above. The applicable charges are dependent on the term commitment selected by the Customer as follows:

For 12-month term plan Customers, the Customer will be required to pay a one-time Early Termination Fee of 25% of all monthly recurring charges for the remainder of the 12-month term.

For 24-month term plan Customers, the Customer will be required to pay a one-time Early Termination Fee of 50% of all monthly recurring charges for the remainder of the 24-month term.

For 36-month term plan Customers, the Customer will be required to pay a one-time Early Termination Fee of 50% of all monthly recurring charges for the remainder of the 36-month term.

All Customer voice channels are provisioned for two-way traffic. The Customer is responsible for limiting channel functionality in its telephone system as to inbound, outbound or two-way calling each channel. (N)
(N)
(N)

2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.3 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
- B. Credit allowances for failure of service or equipment starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act or omission of the Customer, or in wiring or equipment located on the Customer's side of the Demarcation Point.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 - 1. interruptions of service resulting from the Company performing routine maintenance;
 - 2. interruptions of service for implementation of a Customer order for a change in the service;
 - 3. interruptions caused by the negligence or willful act of omission of Customer or its authorized user; or
 - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.
- E. Credit Allowance – Directory

For listings in alphabetical telephone directories and information records furnished without additional charge, no liability shall be attached to the Company.

Subject to the provision of Section 2.4 of this Tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), or in information records, an amount within the following limits:

- 1. For listings in alphabetical telephone directories furnished at additional charge, as set forth herein, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
- 2. For listings in the information records furnished at additional charge, as set forth herein, an amount not in excess of the charge for the listing during the period of omission or error.

Birch Telecom of Missouri, Inc.

2. RULES AND REGULATIONS (continued)**2.6 Responsibility of the Customer (continued)****2.6.4 Cancellation by Customer**

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service contract.
- B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, or before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and the Company, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by the Company and not fully reimbursed by installation and monthly charges. If based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer.

(D)

2.6.5 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis on or about the same day each month. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of this Tariff.
- B. The Company will not alter the residential billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a customer requests a number or billing change or when the customer disconnects and reconnects service or transfers service from one premises to another.
- C. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free telephone number on all invoices.
- D. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s), e.g., collect, 800; billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- E. Service may be denied pursuant to the Commission's rules regarding disconnection of service for nonpayment. Restoration of service will be subject to all applicable installation charges.
- F. Customer is liable for all costs associated with collecting past due charges, including all attorney's fees.

2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.5 Payment and Charges for Service (continued)

G. The Company sets forth the following on residential bills:

1. the number of access lines for which charges are stated.
2. the beginning or ending dates of the billing period.
3. the date the bill becomes delinquent if not paid on time.
4. the unpaid balance (if any).
5. the amount for basic service and an itemization of the amount due for toll service, if applicable, including the date and duration of each toll call.
6. an itemization of the amount due for taxes, franchise fees, Relay Missouri surcharge, 911 surcharges (if applicable), and other surcharges as may be necessary and appropriate.
7. the total amount due.
8. if applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated.
9. a telephone number where inquiries may be made.
10. if a deposit is held by the company.

H. During the first billing period in which a residential customer receives service, the Company provides each customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.

I. If notice of a dispute as to charges is not received in writing, in person or via telephone message by the Company within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Any disputed charges that cannot be resolved between Customer and the Company may be appealed to the Commission.

2.6.6 Deposits and Advance Payments

A. Advance Payments

The Company may require a Customer or applicant for service to make an advance payment (1) if the applicant is unable to establish that he had a previous account with a telephone utility for a period of at least 12 months for which all undisputed charges were satisfactorily paid, or (2) if the applicant has had no previous telephone service or has had previous telephone service of less than 12 months, the applicant's credit record will be accessed and evaluated by means of a mechanized retrieval system between the Company and national recognized credit bureaus. No security payment will be required of those applicants who meet the Company's criteria, as evaluated by the scoring model. The criteria used in assessing a score is as follows: collection judgments, written-off accounts, outstanding collection accounts, various degrees of delinquency history from 30-180 days and not paid in full or current at the time of scoring, bankruptcies, liens, other public records. The advance payment will not exceed an amount equal to all nonrecurring charges and two month's estimated

Birch Telecom of Missouri, Inc.

2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.6 Deposits and Advance Payments (continued)

A. Advance Payments (continued)

recurring charges, as a condition of continued or new service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and two month's estimated recurring charges. The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, then the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment.

B. Deposits

The Company reserves the right to examine the credit record of all service applicants as stated above and require a security deposit, not to exceed two month's estimated recurring charges, when determined to be necessary to assure future payment. The security deposit will be computed by the Company in accordance with Commission rules and regulations.

Deposits held will accrue interest at a rate which is equal to a rate of one percent (1%) above the prime lending rate as published in The Wall Street Journal. This amount shall be adjusted annually by using the prime lending rate published in The Wall Street Journal for the last business day of September of each year with the revised rate to be implemented on the first of October of each year.

If Customer pays all undisputed charges for 12 consecutive billing cycles, the deposit shall be promptly refunded along with accrued interest, or credited to future charges on subsequent bills.

2.6.7 Bad Check Charge

The Company will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.6.8 Late Payment Charge

The Company may apply a late payment charge if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the "Due Before Date" in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due. On all unpaid business bills an \$8.00 charge or 1.5% of the unpaid balance, whichever is higher, will be applied if unpaid charges are greater than \$5.00. A charge of \$5.50 plus 1% of the unpaid balance will be applicable on all residential bills if unpaid charges are greater than \$5.00. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date", with effect from the second month after the charges are first applied, and every month thereafter. (T) (T) (N) (N) (N)

Collection procedures are unaffected by the application of the late payment or finance charge. The late payment charge does not apply to final amounts. (T)

2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company

2.7.1 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make services available 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 and applicable rules of the Commission.
- B. 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.
- C. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby materially reduce the technical parameters of the service provided to the Customer.

- D. 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: (N)
 - 1. Facilities requested are not presently available, and there is no other requirement for the facilities so constructed.
 - 2. Facilities requested are of a type other than that which the Company would normally utilize in the furnishing of its services.
 - 3. Facilities requested are over a route other than that which the Company would normally utilize in the furnishing of its services.
 - 4. Facilities requested are in a quantity greater than that which the Company would normally construct.
 - 5. Facilities are requested on an expedited basis.
 - 6. Facilities are requested on a temporary basis until permanent facilities are available.
 - 7. Facilities are requested. in advance of normal construction.

2.7.2 Calculation of Credit Allowance (M)

Pursuant to limitations set forth in Section 2.6.3, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than twelve hours

2. RULES AND REGULATIONS (continued)

(M)

2.7 Responsibility of the Company (continued)

2.7.2 Calculation of Credit Allowance (continued)

- B. Customer will be credited at the proportionate monthly charge involved for each twenty-four hours or fraction thereof of interruption.

2.7.3 Cancellation of Credit

Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2.7.4 Disconnection of Service by the Company

The Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

- A. Nonpayment of an undisputed delinquent charge;
- B. Failure to post a required deposit or guarantee;

2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company (continued)

2.7.4 Disconnection of Service by the Company (continued)

- C. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- D. Failure to substantially comply with terms of a settlement agreement;
- E. Refusal after reasonable notice to permit inspection, maintenance or replacement of telecommunications company equipment;
- F. Material misrepresentation of identity in obtaining telecommunications company service; or
- G. As provided by state and federal law.

(T)
|
(T)

Residential service may not be discontinued by the Company for failure to pay charges not subject to the Commission's jurisdiction unless specifically authorized in the Company's tariffs approved by the Commission.

Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

Residential customers shall have a minimum of 21 days from the rendition of a bill to pay the charges stated.

Residential service shall not be discontinued unless written notice by first-class mail is sent or delivered to the Customer at least ten (10) days prior to the date of the proposed discontinuance.

(T)

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.

The Company's Notice of Discontinuance shall contain the following information:

The name and address and the telephone number of the Customer.

A statement of the reason for the proposed discontinuance and the cost (to the Customer) for reconnection.

The date after which service will be discontinued unless appropriate action is taken.

How a Customer may avoid the discontinuance.

The Customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full.

The telephone number where the Customer may make an inquiry.

A statement that this notice will not be effective if the charges involved are part of an unresolved dispute.

2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company (continued)

2.7.4 Disconnection of Service by the Company (continued)

The Company's Notice of Discontinuation (continued)

A statement of the exception for medical emergency as follows:

Residential Medical Emergency

The Company will postpone a discontinuance for a time not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide the Company with reasonable evidence of such necessity.

Settlement Agreement for Residential Customers

1. When a residential customer is unable to pay a charge in full when due, the Company shall permit the Customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed to by both the Company and the Customer. A copy of the settlement agreement shall be delivered or mailed to the Customer upon request by the Customer.
2. Matters treated by a settlement agreement shall not constitute a basis for discontinuance as long as the terms of the settlement agreement are followed.

2.7.5 Equal Access

The Company will allow Customers the choice of intraLATA and interLATA interexchange carriers.

2.8 Restoration of Service

If service is disconnected for nonpayment, service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, personal check or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service.

During the period of disconnection, Customer's telephone number will not be reassigned. Once service has been terminated, the telephone number may be reassigned to another Customer.

Birch Telecom of Missouri, Inc.

2. RULES AND REGULATIONS (continued)

2.9 Taxes and Surcharges

2.9.1 Customer will be billed and is responsible for payment of applicable E911, Telecommunications Relay Service (TRS), and all federal, state and local taxes, fees, assessments and surcharges assessed in conjunction with service used. All charges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.

Missouri Universal Service Fund

- A. The Company will place on each retail end-user customer's bill a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Commission.
- B. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
- C. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

2.9.2 All taxes, surcharges and assessments (i.e., sales tax, municipal utilities tax, franchise fee, E911, TRS) will be listed as separate line items and are not included in the quoted rates.

2.9.3 Facilities Charge

The Facilities Charge provides for delivery of high quality services, including connecting customers to the network, customer service and network monitoring, updating operational systems, and the construction of a facilities-based network. The Facilities Charge is applied to each line. A Supplementary Facilities Charge also applied to each line where Birch Long Distance service is used.

<u>Charge</u>	<u>MRC Birch Telecom</u>
Facilities Charge	\$6.38 on each Business line
	\$6.38 on each Residential line
Supplementary Facilities Charge	\$1.00 on each line

2.10 Start of Billing

For billing purposes, the start of service is the day of acceptance by the Customer of the Company's service or equipment.

(M) Section 2.11 moved to Original Sheet No. 24.1

(M)

2.11 Service Connection and Facilities on Customer's Premises

The Company shall furnish and maintain all facilities including protective apparatus, to provide telecommunications service except as may be otherwise specified in this Tariff. All facilities shall conform to the established construction standards of the Company.

Except as otherwise specified in this Tariff, all equipment furnished by the Company in connection with a Customer's service shall be carefully used and only duly authorized employees of the Company or its contractors or agents shall be allowed to connect, disconnect, change or alter in any manner any or all such facilities.

Customer will be held responsible for loss of or damage to any facilities furnished by the Company unless such loss or damage is due to causes beyond the Customer's control.

At the termination of service the Company may remove any and all of its property located at the Customer Premises, as provided for in this Tariff.

No equipment apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or suspend the service during the continuance of said attachment or connection; or to terminate the service.

(M)

(M) Text moved from Sheet No. 24.

(M)

2. RULES AND REGULATIONS (continued)

2.12 Statement of Customer's Rights and Responsibilities

(T)

Pursuant to Commission Rule 240-33.060 (3), the Company will provide its Customers with the following information at the time service is established

(M)

(M)

Rights and Responsibilities of Missouri Residential Telephone Customers

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone Customer.

Your Telephone Bill

You will receive a telephone bill from us each month. Birch Telecom of Missouri, Inc. provides basic local telephone service (including access to 911, where available), long distance service (including collect calls) and certain custom calling services. Payment in full is due within 21 days of the date of the bill. If we do not receive your payment within 21 days, your service is subject to disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

Payment Arrangements

Payment may be sent to Birch Telecom of Missouri, Inc. Payment for service may be made by check. If you are temporarily having difficulty paying your telephone bill, please call Birch Telecom of Missouri, Inc. immediately at 1-888-772-4724. By doing this, you may avoid having your phone service disconnected or terminated.

Disconnection or Termination of Telephone Service

Your telephone service is subject to disconnection or termination for any of the reasons listed below. If service is terminated, a new telephone number will be assigned and you will be required to pay installation charges again. If service is disconnected, your telephone number is reserved for 10 days and you will not be charged installation charges again.

- A. Nonpayment of an undisputed delinquent account. Your service will not be discontinued for nonpayment of a delinquent charge until five days after a charge has become delinquent. Additionally, Birch Telecom of Missouri, Inc. will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your telephone service.
- B. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- C. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- D. Misrepresentation of identity in obtaining telephone utility service.
- E. Incurs charges and evidences an intent not to pay such charges when due.

2. RULES AND REGULATIONS (continued)

2.12 Statement of Customer's Rights and Responsibilities (continued)**Rights and Responsibilities of Missouri Residential Telephone Customers (continued)****Reconnection of Service**

After local telephone service has been disconnected, Birch Telecom of Missouri, Inc. will restore your service when the reason for the disconnection has been remedied. Before restoring your service, the following will be required:

- A. Payment for all undisputed amounts must be received by Birch Telecom of Missouri, Inc. or its authorized Agent.
- B. Installation charges must be paid again if your service has been terminated. Installation charges will not be charged if your service has been disconnected. However, there is a charge for restoration of suspended service if your service has been disconnected but not yet terminated.
- C. One month's advance payment and/or a deposit has been made.

Procedures for Handling Inquiries and Complaints

Telephone inquiries may be directed to Birch Telecom of Missouri, Inc. at 1-888-772-4724. Written inquiries may be directed to Birch Telecom of Missouri, Inc. at 1302 Chestnut Street, P.O. Box 972, Emporia, Kansas, 66801.

(T)
(T)**Filing a Complaint with the Missouri Public Service Commission**

If Birch Telecom of Missouri, Inc. cannot resolve your complaint, you may call the Missouri Public Service Commission, located at Governor Office Building, 200 Madison Street, Jefferson City, Missouri, 65102-0360, toll free at 1-800-392-4211 to file an informal complaint.

(T)
(T)

If your complaint cannot be resolved informally, you may file a formal complaint, in writing, with the Missouri Public Service Commission at their mailing address: P. O. Box 360, Jefferson City, Missouri 65102.

Also, the Missouri Office of the Public Counsel, representing the public before the Missouri Public Service Commission, has an office at 200 Madison Street, Suite 650, P.O. Box 7800, Jefferson City, Missouri, 65102-7800. The Public Counsel's telephone number is 1-573-751-4857.

(T)
(T)2.13 Telephone Number Intercept

Whenever a Customer's telephone number is changed after a directory is published, the Company will intercept all calls to the former number for 30 days and give the calling party the new number, provided existing central office equipment will permit and the Customer so desires.

2. RULES AND REGULATIONS (continued)

2.14 Billing Disputes

(N)

In the event of a dispute between a customer and the Company regarding any bill for telephone service, the Company shall make an investigation as required by the particular case, and report the results to the customer. In the event the dispute is not resolved, the Company shall inform the customer of the complaint procedures of the Commission, as listed in Section 2.13.

Notwithstanding any other section of the Company's tariffs, the customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute. The customer is obligated to pay any billings not disputed.

2.15 Dispute Resolution

This Section applies to any dispute, controversy, or claim, whether based in contract, tort, equity, statute or any other legal theory, between the Customer and the Company arising out of, or relating to, any service, product, facilities, charge, advertising, representation, act or omission of the Company, or any other dispute, controversy, or claim arising from the relationship between the parties that either the Customer or the Company has against the other, regardless of the date of accrual and even if the dispute, controversy, or claim arises after service has terminated (hereinafter collectively referred to herein as "Dispute" or "Disputes"). All Disputes must be resolved as described in this section. BY ORDERING AND/OR CONTINUING SERVICES PROVIDED IN THIS TARIFF, THE CUSTOMER AGREES THAT ANY DISPUTE WILL BE RESOLVED BY THE DISPUTE RESOLUTION PROCESS DESCRIBED HEREIN AND NOT BY A JUDGE OR JURY IN COURT.

If the Customer has a Dispute with the Company, the Customer must first call the Company's Customer Service department, at the number listed on the Customer's invoice, to attempt to resolve the Dispute. The Customer must describe the Dispute and provide the Company with any supporting documentation reasonably requested by the Company. Likewise, if the Company has a Dispute with the Customer it will notify the Customer by letter sent to the Customer's billing address and attempt to resolve it before pursuing arbitration.

If the parties are unable to resolve the Dispute within 60 days of the initial notice, either party may request arbitration as described below.

MANDATORY ARBITRATION OF DISPUTES. ANY DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY, OR ANY EMPLOYEE, AGENT, PRIVY OR AFFILIATED ENTITY OF EITHER PARTY, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THIS PROCESS, INCLUDING THE ARBITRABILITY OF ANY DISPUTE UNDER THIS TARIFF AND THE REVIEW OF ANY AWARD.

(N)

2. RULES AND REGULATIONS (continued)

2.14 Dispute Resolution (continued)

(N)

The arbitration will be conducted by and under the then-applicable commercial arbitration rules of the American Arbitration Association (“AAA”) at the nearest AAA Case Management Center or other location as agreed upon by Customer and Company. A single neutral arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who will cooperate in good faith to select the arbitrator. All expedited procedures prescribed by the applicable rules will apply. All required fees and costs will be paid equally by the parties as set forth in the AAA commercial arbitration rules. The arbitrator’s decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

No Dispute may be joined with another lawsuit, claim, dispute, or arbitration brought by any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this tariff and may not award punitive damages.

If any party files a judicial or administrative action to resolve a Dispute without first complying with the provisions of this Section and another party successfully stays such action and/or compels arbitration, the party filing that judicial or administrative action must pay the other party’s costs and expenses incurred in seeking such stay and/or compelling arbitration, including attorney’s fees.

Notwithstanding the provisions of this Section, the Customer may file a complaint with the Commission as described in Section 2.9.

If any portion of this Section is determined to be invalid or unenforceable, the remainder of this Section and this Tariff shall remain in full force and effect.

(N)

3. SERVICE AREAS

Local exchange services are provided, subject to availability of facilities and equipment, in all areas currently served by the following incumbent LECs: (N)

- 1) Southwestern Bell Telephone Company d/b/a AT&T Missouri
- 2) Embarq Missouri, Inc. d/b/a CenturyLink
- 3) CenturyTel of Missouri, LLC d/b/a CenturyLink
- 4) CenturyTel of NW Arkansas, LLC d/b/a CenturyLink
- 5) Spectra Communications Group, LLC d/b/a CenturyLink

(N)

(N)

3.1 Service Areas by Rate Group (1)

This Tariff applies to the Company's provision of telecommunications services within the following Southwestern Bell Telephone Company exchanges (by rate group).

3.1.1 Rate Group A

Adrian	Clever	Knob Noster	Pocohontas-New
Advance	Climax Springs	Lamar	Wells
Agency	Deering	LaMonte	
Altenburg-Frohna	Delta	Lancaster	Portageville
Archie	DeKalb	Leadwood	Puxico
Argyle	Downing	Lilbourn	Qulin
Armstrong	East Prairie	Linn	Richmond
Ash Grove	Edina	Lockwood	Richwoods
Beaufort	Elsberry	Louisiana	Risco
Bell City	Essex	Macks Creek	Rushville
Benton	Farley	Malden	Ste. Genevieve
Billings	Fayette	Marble Hill	St. Marys
Bismarck	Fisk	Marceline	San Antonio
Bloomfield	Frankford	Marionville	Scott City
Bloomsdale	Freeburg	Marston	Senath
Bowling Green	Gideon	Meta	Slater
Brookfield	Glasgow	Montgomery City	Smithville
Campbell	Grain Valley	Morehouse	Stanberry
Cardwell	Greenwood	New Franklin	Trenton
Carl Junction	Hayti	New Madrid	Tuscumbia
Carrollton	Higbee	Oak Ridge	Versailles
Caruthersville	Holcomb	Old Appleton	Vienna
Center	Hornersville	Oran	Walnut Grove
Chaffee	Jasper	Patton	Wardell
Charleston		Paynesville	Wellsville
Clarksville		Pierce City	Westphalia
			Wyatt

3.1.2 Rate Group A- MCA 4

- Antonia
- Eureka
- Herculaneum-Pevely

3.1.2 Rate Group A- MCA 5

- Gray Summit
- Hillsboro
- Ware

(1) Effective August 8, 2008 see Section 3.3 ,Service Areas by CLLI for updated service areas.

Birch Telecom of Missouri, Inc.

3. SERVICE AREAS (continued)

3.1 Service Areas by Rate Group (continued)

3.1.3 Rate Group B

Bonne Terre	Fredericktown	Monett
Boonville	Fulton	Neosho
Camdenton	Gravois Mills	Nevada
Cape Girardeau	Hannibal	Perryville
Carthage	Imperial	Poplar Bluff
Chillicothe	Jackson	St. Clair
Dexter	Joplin	Sedalia
Eldon	Kennett	Sikeston
Eureka	Kirksville	St. Joseph
Excelsior Springs	Lake Ozark-Osage Beach	Union
Farmington	Marshall	Washington
Flat River	Mexico	Webb City
	Moberly	

3.1.4 Rate Group B – MCA 3

- Chesterfield
- Fenton
- Imperial
- Manchester
- Maxville
- Portage Des Sioux
- St. Charles
- Valley Park

3.1.5 Rate Group B – MCA 4

- Harvester
- High Ridge
- Pond

3.1.6 Rate Group B – MCA 5

- Cedar Hill
- DeSoto
- Festus-Crystal City
- Pacific

(N)

(N)

(M) Rate Group B1 (for resale products only) moved to 2nd Revised Sheet No. 34 and 1st Revised Sheet No. 37

(D)
(D)
(T)
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3. SERVICE AREAS (continued)

3.1 Service Areas by Rate Group (continued)

3.1.5 Rate Group C

Springfield Metropolitan Exchange

Principal Zone

Principal Zone Base Rate Area

Metropolitan Calling Area-1 (MCA-1) Zones

- Fair Grove
- Nixa
- Republic
- Rogersville
- Strafford
- Willard

Birch Telecom of Missouri, Inc.

3. SERVICE AREAS (continued)

3.1 Service Areas by Rate Group (continued)

3.1.6 Rate Group D

Kansas City Metropolitan Exchange

St. Louis Metropolitan Exchange

Principal Zone

Principal Zone

Metropolitan Calling Area-1 Zones

Ferguson
 Ladue
 Mehlville
 Overland
 Riverview
 Sappington
 Webster Groves

Metropolitan Calling Area-2 Zones

Belton
 Blue Springs
 Lee's Summit
 Liberty (D)

Metropolitan Calling Area-2 Zones

Creve Coeur (D)
 Kirkwood (D)
 Oakville (D)

Birch Telecom of Missouri, Inc.

3. SERVICE AREAS (continued)

3.2 Rate Segments (1)

(T)

Where rates for certain products and services in this Tariff are defined by Rate Segment:

Rate Segment I defines pricing for all Customers in Rate Groups A and B.

Rate Segment II defines pricing for Customers in Rate Groups A1, B1, and all C and D Rate Groups.

The following table shows into which Rate Segment a Customer falls based on Rate Group.

<u>Rate Group</u>	<u>Rate Segment</u>
Rate Group A	I
Rate Group A1	II
Rate Group B	I
Rate Group B1	II
Rate Group C	II
Rate Group D	II

Rate Segments are not applicable to active services.

(1) Effective August 8, 2008 see Section 3.3 ,Service Areas by CLLI for updated service areas.

(T)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI

3.3.1 Southwestern Bell Telephone Company d/b/a AT&T Missouri

CLLI	CLLI	CLLI	CLLI	CLLI
ADRNMOAX	DXTRMOMA	KSCYMO05	NWMDMOSH (N)	STJSMODN
ADVNMORA (N)	EDINMOEX	KSCYMO20	OKRGMOAM (N)	STJSMOMD
AGNCMOAL	ELDNMOEX	KSCYMO21	OLAPMOST (N)	STLSMO01
ANTOMO50	ELSBMOTW	KSCYMO22	ORANMOCO	STLSMO02
ARCHMOAX	EPRRMONI (N)	KSCYMO23	OSBHMOFI	STLSMO03
ARGYMOPA (N)	ESSXMOAV (N)	KSCYMO24	PATNMOTO (N)	STLSMO04
ARMSMOCR (N)	EURKMO53	KSCYMO25	PCFCMO61	STLSMO05
ASGVMOOR	EXSPMOME	KSCYMO40	PCHNMOTE (N)	STLSMO06
BLCYMORE (N)	FEBGMORI (N)	KSCYMO41	PGVLMODR (N)	STLSMO07
BLDLMOGU	FISKMOWO (N)	KSCYMO42	PONDMO62	STLSMO08
BLFDMOLO (N)	FLRVMOGE	KSCYMO44	PPBLMOSU	STLSMO11
BLNGMOMY	FLTNMOMI	KSCYMO45	PRCYMOGR (N)	STLSMO20
BLSPMOCA	FNTNMO54	KSCYMO48	PRSXMO68 (N)	STLSMO21
BNTNMOKI (N)	FRFRMOST (N)	KSCYMO55	PRVLMOLI	STLSMO22
BNTRMOFL	FRGVMOPL	LAMRMOOV	PUXCMOAC	STLSMO23
BNVLMOTU	FRHNMOA (N)	LAMTMODI	PUXCMOWE (N)	STLSMO24
BRFDMOCL	FRTNMOPL	LCWDMOCE	PVLYMOAA	STLSMO25
BSMRMOPE	FRTWMOST (N)	LDWDMOLO (N)	PYVLMOTI (N)	STLSMO26
BUFTMOHU (N)	FSTSMOYE	LINNMOTW (N)	QULNMOFA	STLSMO27
BWLGMOEA	FYTMOCH	LKOZMOEN (N)	RCMDMOPR	STLSMO40
CDHLMO51	GIDNMOHI (N)	LLBRMOOV (N)	RCWDMOOR	STLSMO41
CDWLMOOL	GLSGMOFE (N)	LNCSMOGL (N)	RISCMOEX (N)	STLSMO42
CHFDMO52	GRMLMOFR	LOSNMOSK	RPBLMOPE	STLSMO43
CHFFMOTU (N)	GRSMMO55	MBRLMOAM	RRVLMOPL	STLSMO45
CHLCMOMI	HAYTMOFL	MCCKMOEM	RUVLMORA	STMYMOLI
CHTNMOMU (N)	HGRGMO56	METAMOBA (N)	SCCYMOCO (N)	STNBMOFU (N)
CLSPMOFI	HGRGMO57	MEXCMOJU	SDLIMOTA	TRENMOEL
CLSPMONO	HIGBMOGL	MLDNMOCR	SENTMORE	TSCMOMOEM
CLVLMOCI (N)	HLBOMO66	MNCHMO59	SGNVMOTU (N)	UNINMOLU
CLVRMOLU (N)	HLCMMOSW	MNTTMOBE	SKSTMGR	VINNMOGA
CMPBMOCH (N)	HNBLMOAC (N)	MRCLMOCH	SLTRMOLA (N)	VRSLMODR
CMTNMODI	HRNVMOPE (N)	MRHLMOBE	SMVLMOTR	VYPKMO64
CMTNMONO	HVTRMO67 (N)	MRHSMONO (N)	SNANMOMO	WARDMOMA (N)
CNTRMOAM (N)	IMPRMO58	MRNVMOHO	SNBHMOFR	WAREMOWH
CPGRMOED	JCSNMOCI	MRSHMOGA	SPFDMOMC	WASHMOBE
CRJTMOMI (N)	JPLNMOMA	MRTNMONI (N)	SPFDMOTE	WBCYMOOR
CRTHMOFL	JSPRMOEX (N)	MTCYMOLO (N)	SPFDMOTL (N)	WDSPMO01
CRTNMOLI	KKVLMOMO	MXVLMO60	SPFDMOTU	WLGVMOWY (N)
CTVLMOED	KNNSMOLO	NESHMOGL	STCHMO63	WLRDMOSH (N)
DELTMOSW (N)	KNNTMOTU	NEVDMONO	STCLMOMA	WLVLMOMU (N)
DESTMOGI	KSCYMO01	NIXAMOOA	STFRMORE	WPHLMOGL
DRNGMOPL (N)	KSCYMO02	NWFRMOVI	STJSMODJ	WYTTMOOR (N)
DWNGMOFR (N)	KSCYMO04			

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

3.3.2 Embarq Missouri, Inc. d/b/a CenturyLink

CLLI	CLLI	CLLI	CLLI
APCYMOXA	EUGNMOXA	LKLTMOXA	RLVLMOXA
BCKNMOXA	FLVWMOXA	LNCLMOXA	ROLLMOXA
BLBNMOXA	FRFXMOXA	LNJCMOXA	SALMMOXA
BLTWMOXA	FTLWMOXA	LXTNMOXA	SHTNMOXA
BRZTMOXA	GNRGMOXA	MAVLMOXA	STBGMOXX
BTLRMOXA	HLDNMOXA	MDCYMOXA	STRBMOXA
CHLHMOXA	HLSMMOXA	MLBNMOXA	STTMMOXA
CLBGMOXA	HNRTMOXA	MSCYMOXA	SWSPMOXA
CLCMMOXX	HNVLMOXA	MTRSMOXA	SYRCMOXA
CLFRMOXA	HOLTMOXA	NBFDMOXA	TAOSMOXA
CLHNMOXA	HOSTMOXA	NRBRMOXA	TARKMOXA
CLTNMOXA	HPKNMOXA	NWBGMOXA	TPTNMOXA
CMPNMOXA	HRDNMOXA	ODSSMOXA	URCHMOXA
CNTWMOXA	IONIMOX	OEVLMOXA	WGTNMOXA
CNVWMOXA	JFCYMOXA	OKGVMOXA	WNDSMOXA
COALMOXA	KGCYMOXA	ORCKMOXA	WRBGMOXA
CragMOXA	KGVLMOXA	PCNGMOXA	WRSWMOXA
DPWRMOXA	KRNYMOXA	PLCYMOXA	WVRLMOXA
DRBRMOXA	LBNNMOXA	PLHLMOXA	WYVLMOXA
EGTNMOXA	LETNMOXA	RCLDMOXA	

(N)

(N)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

3.3.3 CenturyTel of Missouri, LLC

CLLI	CLLI	CLLI	CLLI
AGSTMOXA	CUBAMOX	LEBGMOXA	SPRTMOXA
ALTNMOXA	DFNCMOXA	LSBGMOXA	STGNMOXA
ASLDMOX	DORAMOX	MANOMOX	STJMMOXA
AVAMOX	DRDNMOXA	MNFDMOX	STPRMOXA
BASNMOXA	EKLDMOXA	MRFDMOX	SYMRMOXA
BASWMOXA	EXTRMOXA	MRSNMOXA	THDSMOXA
BDYLMOX	FOLYMOXA	MSMLMOXA	THVLMOXA
BFLOMOX	FRLDMOX	MTSTMOXA	THYRMOXA
BLEYMOXA	FRSTMOXA	MTVLMOX	TROYMOXA
BLLEMOXA	FRSYMOXA	MTVWMOXA	TXTNMOXA
BLNDMOXA	GALNMOXA	NINGMOXA	URBNMOXA
BRBNMOXA	GSVLMOX	NWMLMOXA	VCHYMOXA
CABLMOXA	HGHLMOXA	OFLNMOXA	WASLMOXA
CDCKMOXA	HLDVMOXA	OLMRMOXA	WLRGMOXA
CENLMOX	HLVLMOX	OZRKMOXA	WLSPMOXA
CHMSMOXA	HOLSMOX	PRRHMOXA	WNFDMOX
CLFDMOX	HRLYMOXA	PRTMMOX	WNVLMOX
CLMAMOX	HRMNMOXA	PSBGMOXA	WPLNMOXA
CLMAMOXB	HRMTMOXA	PSTNMOXA	WRCYMOXA
CLRKMOXA	HWPNMOXB	RCBHMOXA	WRTNMOXA
CNWYMOXA	JMTWMOXA	RDSPMOXA	WSBNMOXA
CPFRMOXA	JNBGMOX	RHPTMOXB	WTLDMOX
CRANMOXA	JNKNMOXA	SAFEMOX	
CRTMMOX	KMCMOX	SHKNMOXA	
CSVLMOX	KSHKMOXA	SMVIMOX	

(N)

(N)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

3.3.4 CenturyTel of NW Arkansas, LLC d/b/a CenturyLink

CLLI
SGMNMOXA

(N)

3.3.5 Spectra Communications Group, LLC d/b/a CenturyLink

CLLI
LDDNMOXA
LWCYMOXA

(N)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

3. SERVICE AREAS (continued)

3.3 Service Areas by CLLI (continued)

[Reserved for Future Use]

(D)

(D)

4. SERVICES

4.1 Exchange Access Lines

4.1.1 Main Service

A. Main Service – Business(8)(10) (12)

1. 1-2 lines

<u>Group</u>	<u>Flat Rate</u> <u>1-Party</u>	<u>Message Rate</u> <u>1-Party(1)(9)</u>	<u>Measured</u> <u>1-Party(9)</u>
A	\$25.00	\$25.00(2)	\$25.00
A1 (11)	25.00	25.00(3)	25.00
B	25.10	25.00(2)	25.00
B1 (11)	25.00	25.00(3)	25.00
C-Principal	27.20	25.00(3)	25.00
C-Metropolitan			
Calling Area-1	27.20	25.00(3)	25.00
D-Principal	32.20	25.00(4)	25.00
D-Metropolitan			
Calling Area-1	33.50	25.00(4)	25.00
D-Metropolitan			
Calling Area-2	35.26	25.00(4)	25.00

2. 3+ lines

<u>Group</u>	<u>Flat Rate</u> <u>1-Party</u>	<u>Message Rate</u> <u>1-Party(1)(9)</u>	<u>Measured</u> <u>1-Party(9)</u>
A	\$25.00	\$25.00(2)	\$25.00
A1 (11)	25.00	25.00(3)	25.00
B	25.10	25.00(2)	25.00
B1 (11)	25.00	25.00(3)	25.00
C-Principal	27.20	25.00(3)	25.00
C-Metropolitan			
Calling Area-1	27.20	25.00(3)	25.00
D-Principal	32.20	25.00(4)	25.00
D-Metropolitan			
Calling Area-1	33.50	25.00(4)	25.00
D-Metropolitan			
Calling Area-2	35.26	25.00(4)	25.00

(I)

(I)

See Sheet No. 34 for footnotes.

Issued: May 6, 2009

Effective: June 5, 2009

Christopher J. Bunce, Vice President Legal and General Counsel
 Birch Telecom of Missouri, Inc. dba Birch Communications
 2300 Main Street, Suite 600
 Kansas City, MO 64108

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 Missouri Public
 Service Commission
 JC-2009-0794

4. SERVICES (continued)

4.1 Exchange Access Lines (continued)

4.1.1 Main Service (continued)

A. Main Service-Business(8)(10)(12) (continued)

<u>Group</u>	<u>Flat Rate Trunk</u>	<u>1st Message Trunk(1)</u>	<u>Add'l. Msg. Trunk(1)</u>	<u>Multiline</u>
A	\$26.80	\$25.00(5)	\$25.00	\$26.80
A1 (11)	26.80	25.00(6)	25.00	26.80
B	36.02	25.00(5)	25.00	36.02
B1 (11)	36.02	25.00(6)	25.00	36.02
C-Principal	34.81	25.00(6)	25.00	34.81
C-Metropolitan Calling Area-1	34.81	27.45(6)	25.00	34.81
D-Principal	41.24	26.06(7)	25.00	41.24
D-Metropolitan Calling Area-1	42.95	26.78(7)	25.00	42.95
D-Metropolitan Calling Area-2	45.20	27.72(7)	25.00	45.20

(I)

(I)

See Sheet No. 34 for footnotes.

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 Kansas City, MO 64108

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 Missouri Public
 Service Commission
 JC-2009-0794

Birch Telecom of Missouri, Inc.

4. SERVICES (continued)

4.1 Exchange Access Lines (continued)

4.1.1 Main Service (continued)

A. Main Service-Business(8)(10) (continued)

Footnotes

- (1) This service offering is subject to the availability of necessary facilities.
- (2) Includes allowance of 100 local messages; additional local messages are billed at \$.06 each.
- (3) Includes allowance of 100 local messages; additional local messages are billed at \$.054 each.
- (4) Includes allowance of 100 local messages; additional local messages are billed at \$.063 each.
- (5) Includes allowance of 200 local messages; additional local messages are billed at \$.06 each.
- (6) Includes allowance of 200 local messages; additional local messages are billed at \$.054 each.
- (7) Includes allowance of 200 local messages; additional local messages are billed at \$.063 each.
- (8) The rates for main service do not include a telephone instrument.
- (9) This service may be used with single-line telephone service, Key Telephone Systems, Communications Systems, Private Branch Exchange Systems or any other type of terminal equipment, except coin telephone service.
- (10) Business customers committing to a one year service term and subscribing to the Company's long distance service as set forth in the Company's Interexchange Tariff PSC Mo. No. 1 receive a discounted rate on long distance calls placed over the Company's interexchange network. In the event that service is disconnected by the customer after it is established but prior to the expiration of the one year term, the customer will be required to pay a charge equaling the sum of monthly payments remaining on the service term for each line or trunk disconnected.
- (11) Rate Group A1 includes Agency, DeKalb, Portage Des Sioux, Rushville, San Antonio. Rate Group B1 includes Chesterfield, Fenton, Imperial, Manchester, Maxville, St. Charles, Valley Park
- (12) Effective March 1, 2004, this service will not be offered to new subscribers. (N)

For application in this tariff, such regulations, rates and charges shall be interpreted to apply on a "per request, per line/trunk" basis.