

OnFiber Carrier Services, Inc.

Schedule of Rates, Charges, and Regulations Governing Regulated

NON-SWITCHED PRIVATE LINE SERVICES

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate non-switched private line services by OnFiber Carrier Services, Inc. ("OnFiber") between locations within the State of Missouri.

Issued: December 12, 2000

Effective: January 26, 2001

By: Glenn Stover, Vice President, Regulatory Affairs
OnFiber Carrier Services, Inc.
10201 Bubb Road
Cupertino, CA 95014

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rates, rules or conditions.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (T) To signify change in text but no change in rates, rules or conditions.

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SECTION 1 – APPLICATION OF TARIFF

- 1.1 This tariff applies to the furnishing of Non-Switched Private Line Services by OnFiber Carrier Services, Inc. (“OnFiber”) within the State of Missouri. Non-Switched Private Line Services are furnished for the use of business customers in establishing point-to-point communications paths within the State of Missouri.
- 1.2 This tariff applies only for the use of the Company’s services for communications within the State of Missouri.
- 1.3 The provision of Non-Switched Private Line Services is subject to existing regulations specified in the tariffs of OnFiber, and may be revised, added to, or supplemented by superseding issues.
- 1.4 All offered service contained herein is subject to available facilities and authorization from the local municipalities in the jurisdiction where the service is offered.
- 1.5 When services and facilities provided by OnFiber are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, OnFiber’s regulations apply only to the use of OnFiber’s services and facilities.

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SECTION 2 –DEFINITIONS

Certain terms used generally throughout OnFiber's tariffs are defined below:

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm, or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

Bit: The smallest unit of information in the binary system of notation.

Central Office: A switching unit providing telecommunication services to the general public, designed for terminating and interconnecting lines and trunks.

Commission: The Missouri Public Service Commission.

Communications Services: The Company's intrastate regulated telecommunications services.

Company, OnFiber Carrier Services, Inc., or OnFiber: OnFiber Carrier Services, Inc., the issuer of this tariff.

Customer: The person, firm, or corporation which purchases service and is responsible for the payment of charges and compliance with the Company's regulations.

End User: The final user of any service offered in this tariff.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Joint User: A person, firm, or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified in the Company's tariff.

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Mbps: Megabits, denotes millions of bits per second.

Multi-frequency ("MF"): An inter-machine pulse type used for signaling between telephone company switches, or between telephone company switches and PBX/ key systems.

Point of Connection: Also abbreviated "POC". A location designated by the Company for the connection of Customer-provided wiring and technical equipment to the services offered under the tariffs of the Company.

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous Property (except railroad rights-of-way, etc.) not separated by a highway.

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties set forth herein and pursuant to the tariffs of the Company, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided to the Customer under an OnFiber tariff.

Terminal Interface: The method of physical connection between a Company-provided service and a Customer's or User's transmission cable, inside wiring, or terminal equipment. Depending upon the service ordered by the Customer, there may be a choice of terminal interfaces. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

SECTION 3 – WAIVER PROVISIONS

Pursuant to Section 392.420, RSMo (Cum.Supp. 1994), the following rules and statutory provisions as they relate to the regulation of OnFiber are waived:

| | |
|--------------------------|--|
| RSMo 392.210.2 | |
| RSMo 392.300.2 | |
| RSMo 392.240(1) | Rates-reasonable average return on investment. |
| RSMo 392.270 | Property valuation. |
| RSMo 392.280 | Depreciation rates. |
| RSMo 392.290 | Issuance of stocks and bonds. |
| RSMo 392.310 | Issuance of stocks and bonds. |
| RSMo 392.320 | Issuance of stocks and bonds. |
| RSMo 392.330 | Issuance of stocks and bonds. |
| RSMo 392.340 | Reorganization |
| | |
| 4 CSR 240-10.020 | Income on depreciation fund investments. |
| 4 CSR 240-30.010 (2) (C) | Posting exchange rates at central offices. |
| 4 CSR 240-30.040 | |
| 4 CSR 240-33.030 | Inform customers of lowest priced service. |
| 4 CSR 240-35 | Reporting of bypass. |

SECTION 4 – GENERAL REGULATIONS**4.1 Undertaking of the Company**

- 4.1.1 The Company does not undertake to transmit messages, but offers the use of its facilities when available for the transmission of communications within the State of Missouri. The Company's facilities are available twenty-four (24) hours per day, seven (7) days per week. The Company will not be liable for errors in transmission or for failure to establish connection.
- 4.1.2 Customer and Users may use services and facilities provided under this tariff in accordance with the terms and conditions set forth under this tariff to obtain access to the services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers
- 4.1.3 The Company shall have no responsibility with respect to billings, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

4.2 Limitations

- 4.2.1 The Company reserves the right to limit, allocate or discontinue 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, on a non-discriminatory basis.
- 4.2.2 The furnishing of service by the Company is subject to the availability on a continuing basis of all necessary facilities and/or equipment and subject to the provisions of this tariff. Further, the furnishing of service 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. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available and may discontinue furnishing service in accordance with the terms of this tariff.

SECTION 4 – GENERAL REGULATIONS – Cont’d.

- 4.2.3 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 4.2.4 The Company reserves the right to deny service to any person or entity: (A) who, in the Company’s judgment, presents an undue risk of nonpayment, refuses to comply with the deposit requirements set forth in this tariff, or does not pass a credit check; or (B) if the Company believes that the person’s or entity’s use of the service would violate the provisions of this tariff or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the service to that person or entity; or (C) if the Company determines in its sole discretion that facilities are not available to provide the service; or (D) if the Company determines in its sole discretion that any order for service, letter of authorization and/or third party verification is not in conformance with any applicable law or regulation; or (E) the service requested has been discontinued; or (F) if an order for the service may be denied under the terms of any carrier, switched or independent sales representative agreement.
- 4.2.5 The Company reserves the right to refuse to provide service to or from any location where it has not ordered access facilities, installed network interconnections, or the necessary facilities and/or equipment are not available, acceptable, or justifiable. The Company also reserves the right to make changes to equipment, service components, and/or network configurations as may be required.
- 4.2.6 The provision of service will not create a partnership or joint venture between the Company and the Customer nor result in joint service offerings to their respective authorized users.

4.3 Terms and Conditions

- 4.3.1 Service is provided and rates and charges are applicable on the basis of a minimum period of at least one (1) month, twenty-four (24) hours per day, unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. For the purpose of computing charges, a month is considered to have thirty (30) days.
- 4.3.2 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 the tariffs of the Company. Customer will also be required to execute any other documents the Company reasonably requests.

SECTION 4 – GENERAL REGULATIONS – Cont’d.

- 4.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then-current rates, unless terminated by either party upon thirty (30) days prior written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and tariffs of the Company 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.
- 4.3.4 In any action between the parties to enforce any provision of the Company's tariffs, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party, in addition to other relief a court may award.
- 4.3.5 The tariffs of the Company shall be interpreted under and governed by the laws of the State of Missouri.

4.4 Liability of the Company

- 4.4.1 The liability of the of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or arising in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service, facilities or equipment, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 5, following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, punitive or similar or additional damages, including, but not limited to loss of profit or revenue, to Customer or User as a result of any use of the Company's service, equipment or facilities, or the performance, non-performance, termination, breach or other acts or omissions or negligence of the Company's employees or agents under this tariff, even if Customer advises the Company of the foreseeability, possibility, livelihood, probability or certainty of such loss or damage.
- 4.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, vandalism, cable cut, storm or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; supplier failures, shortages, breaches, or delays; strikes, lock-outs, work stoppages, or other labor difficulties; or preemption of existing service to restore service in compliance with the decisions, rules, regulations and orders of the Commission or any federal, international, state, or local governmental agency or authority.

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SECTION 4 – GENERAL REGULATIONS – Cont’d.

- 4.4.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company’s facilities or equipment in establishing connection to points not reached by the Company’s facilities, the Company shall not be liable for any act or omission of any entity furnishing to the Company, or to the Company’s Customers or Users, facilities or equipment used for or with the services the Company offers.
- 4.4.4 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever due to the fault or negligence of the Customer, the Customer’s agents, or Users, or due to the use of Customer or User-provided equipment or facilities.
- 4.4.5 The Company does not guarantee or make any warranty with respect to installations of facilities and equipment it provides for use in an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such facilities and equipment. The Customer and Users indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or person(s), for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- 4.4.6 The Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company’s agents or employees.
- 4.4.7 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums Customer has actually paid the Company for the specific services giving rise to the claim, except as stated herein. No action or proceeding against the Company shall be commenced more than two years after the service is rendered, or as required by Missouri Law.
- 4.4.8 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in obtaining pole attachment, conduit and other permits, and delays in actual construction work.

SECTION 4 – GENERAL REGULATIONS – Cont’d.

- 4.4.9 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company’s willful misconduct or negligence.
- 4.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS TARIFFS.
- 4.4.11 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for in conjunction with Company’s service.

4.5 Notification of Service-Affecting Activities

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

4.6 Provision of Facilities and Equipment

- 4.6.1 The Company shall use reasonable efforts to make available facilities and equipment to Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in the Company’s tariffs.
- 4.6.2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the Company’s prior written consent.
- 4.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

SECTION 4 – GENERAL REGULATIONS – Cont’d.

- 4.6.4 Facilities and equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it pursuant to this tariff.
- 4.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company’s agents or employees to the premises of the Customer or User when the service difficulty or trouble results from the use of facilities or equipment provided by any party other than the Company, including but not limited to the Customer or User.
- 4.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided or User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to the Company’s tariffs, the Company’s responsibility shall be limited to the furnishing of facilities offered under the Company’s tariffs and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment.

4.7 Non-Routine Installation and Maintenance

At the Customer’s request, installation and/or maintenance may be performed outside the Company’s regular business hours and/or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer’s request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

4.8 Ownership of Facilities

Title to all facilities provided in accordance with the Company’s tariffs remains with the Company, its agents, or contractors. The Customer shall not have, nor shall it assert, any right, title, or interest in all the fiber optic or other facilities and associated equipment the Company provides.

4.9 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one (1) day, the Customer will, if feasible, be notified in writing, by mail, at least one week in advance.

SECTION 4 – GENERAL REGULATIONS – Cont’d.**4.10 Governmental Authorizations**

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses, and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses, and permits that it may be required to obtain. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission, the Commission, or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

4.11 Obligations of the Customer

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to the Company's tariffs;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, the Customer's agents, or any User; or by the noncompliance by the Customer, the Customer's agents, or any User with these regulations; or by fire or theft or other casualty on the Customer's, the Customer's agents, or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as the Company specifies from time to time, any needed personnel, equipment space and power to operate the Company's facilities and equipment installed on the premises of the Customer, the Customer's agents or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company-provided facilities and equipment. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties thereto, including, without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation, or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such rights-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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SECTION 4 – GENERAL REGULATIONS – Cont'd

- E. providing a safe place to work and complying with all laws and regulations regarding the work conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may not be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from such installation or maintenance. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises, or the rights-of-way for which Customer is responsible under subsection 2.0(d); and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the Company's facilities or equipment;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

4.12 Prohibited Uses

- 4.12.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.
- 4.12.2 The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- 4.12.3 A Customer or User may not assign, or transfer in any manner, the service or any rights associated with the service without the prior written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in the tariffs of the Company will apply.

SECTION 4 – GENERAL REGULATIONS – Cont’d**4.13 Claims**

With respect to any service, equipment, or facility the Company provides, Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys’ fees for:

- A. any loss, destruction, or damage to property of the Company 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 or User or either of their employees, agents, representatives, or invitees;
- B. any claim, loss, damage, expense, or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including, without limitation, use of the Company’s services and facilities in a manner not contemplated by the agreement between Customer and the Company;
- C. claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or servicemark arising out of the material, data, information or other content transcribed over the Company’s facilities or equipment; or
- D. any claim of any nature whatsoever brought by a User with respect in any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

4.14 Customer Equipment and Channels

A User may transmit or receive information or signals via the Company’s facilities. The Company’s services are designed primarily for the transmission of telephone signals, except as otherwise stated in the Company’s tariffs. A User may transmit any form of signal that is compatible with the Company’s equipment but, except as otherwise specifically stated in its tariffs, the Company does not guarantee that its services will be suitable for purposes other than telephonic communication. The Company’s facilities, equipment, and service may be used with or terminated in terminal equipment or communications systems, such as a hub, switch, CSU/DSU, or router. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at Customer’s premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company’s service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

SECTION 4 – GENERAL REGULATIONS – Cont’d**4.15 Station Equipment**

- 4.15.1 Terminal equipment on the User’s Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company’s Point of Connection.
- 4.15.2 The Customer is responsible for ensuring that Customer-provided equipment connected to the Company’s equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company’s employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer’s expense.
- 4.15.3 Customer-provided station equipment may be attached to services provided under the tariffs of the Company, subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company, and is the sole responsibility of the Customer.
- 4.15.4 The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnections, or other service problems caused by the use of Customer-owned equipment.

4.16 Interconnection of Facilities

- 4.16.1 Communications services furnished by the Company may be connected to the services or facilities of other communications carriers and with private systems only when authorized by, and in accordance with, the technical limitations established by the Company and the terms and conditions of this tariff and the tariffs of the other communications carriers which are applicable to such connections. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems.
- 4.16.2 The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others shall be provided at the Customer’s expense.

SECTION 4 – GENERAL REGULATIONS – Cont'd

- 4.16.3 Facilities furnished under the Company's tariffs may be connected to Customer-provided terminal equipment in accordance with the provisions of the Company's tariffs. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

4.17 Tests, Adjustments and Inspections

- 4.17.1 Upon reasonable notice and at a reasonable time, the Company may make such tests, adjustments, and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Company's or the Customer's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.
- 4.17.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

4.18 Payment for Service

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in the tariff. The Customer is responsible for the payment of all charges for facilities and services the Company furnishes to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

4.19 Billing and Collection of Charges

- 4.19.1 All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances indicate that such charges are appropriate.

SECTION 4 – GENERAL REGULATIONS – Cont'd

- 4.19.2 Non-recurring charges are due and payable within thirty (30) days after the date the Company mails an invoice to the Customer. If an entity other than the Company (e.g., another carrier or supplier) imposes or will impose charges on the Company in connection with an ordered service, those costs will also be charged to the Customer.
- 4.19.3 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed. If an entity other than the Company (e.g., another carrier or supplier) imposes or will impose charges on the Company in connection with an ordered service those costs will also be charged to the Customer
- 4.19.4 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 4.19.5 The Company's Billing of the Customer will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the Company's tariffs or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement, or component is discontinued.
- 4.19.6 The Company reserves the right to assess late payment charges of one and one-half percent (1 1/2%) per month for Customers whose account(s) carries any principal owing from the prior billing period that is not paid in full within twenty (20) days of the mail due date indicated on the billing statement.
- 4.19.7 The Company reserves the right to assess a returned check charge of twenty-five dollars (\$25.00) whenever a check or draft presented for payment for services is not accepted by the institution upon which it is written.

4.20 Advance Payments

To safeguard its interests, the Company may require Customers to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and the first month's recurring charges for the service equipment, or facility. This will be applied against the next month's charges and a new advance payment may be collected for the following month, if necessary. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set by agreement between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.

SECTION 4 – GENERAL REGULATIONS – Cont’d

A Customer whose service has been discontinued for non-payment of bills will be required to pay the unpaid balance due to the Company and may be required to pay reconnect charges before the Company reestablishes service.

4.21 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Company may require a deposit from Customers to protect against uncollectible accounts. The maximum amount of any deposit shall not exceed the equivalent of the Customer's estimated liability for two months' usage, may vary with the Customer's credit history and projected usage, and shall be collected and maintained in accordance with the Commission rules. The company shall pay interest at the rate of nine (9%) percent of any security deposit collected. Payment of a deposit by the Customer does not relieve the Customer of the responsibility to make timely payments on the account with the Company.

4.22 Discontinuance of Service

- 4.22.1 Service continues to be provided until canceled by the Customer, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.
- 4.22.2 Upon nonpayment of any amounts owing to the Company for services provided under this tariff, the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend service or cancel an application without incurring any liability when there is an unpaid balance for service that is more than thirty (30) days overdue.
- 4.22.3 Upon return of a Customer's check or draft that is unpaid for any reason, the Company may discontinue or suspend service or cancel an application in the same manner as provided for nonpayment of overdue charges.
- 4.22.4 Upon lack of use for a period of at least sixty (60) days, the Company may discontinue or suspend service or cancel an application in the same manner as provided for nonpayment of overdue charges.
- 4.22.5 Upon violation of law or of any of the other material terms or conditions for furnishing service, the Company may, by giving thirty (30) days prior notice in writing to the Customer, discontinue or suspend service or cancel an application without incurring any liability if such violation continues during that period.

SECTION 4 – GENERAL REGULATIONS – Cont’d

- 4.22.6 Upon condemnation of any material portion of the facilities the Company uses to provide service to a Customer, the Company, by notice to the Customer, may discontinue or suspend service or cancel an application without incurring any liability. The Company may, under the following conditions, discontinue service to a Customer without notice:
- A. If a condition immediately hazardous to life, physical safety, or property exists;
 - B. Upon order or request of any court, the Commission, or any other duly authorized public authority;
 - C. If service was obtained fraudulently or without the authorization of the Company is being used for, or is suspected of being used for, fraudulent purposes.
- 4.22.7 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law, rule, regulation, or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service, the Company may immediately discontinue service without incurring any liability.
- 4.22.8 Upon the Company's discontinuance of service to the Customer under paragraphs 2, 3 or 5 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare to be immediately due and payable all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have been otherwise been provided to the Customer.
- 4.22.9 If a Customer continues to pay all current bills, defined as that portion of the amount owed by the Customer for services contained herein that is not more than thirty (30) days overdue, the Company shall not discontinue service for non-payment of a past due amount for the Company's services when the Customer has entered into an amortization agreement with the Company. Payments for current bills shall first be credited to the Company's Access Service. Past due amounts collected under the amortization schedule will first be applied by the Company to eliminating any over-due payments for Access Service. A reasonable period of amortization of past due amounts shall be three months. Amortization is not appropriate unless the past due amount of the Customer is greater than twice the average monthly bill for services the Customer obtains under this tariff.
- 4.22.10 Upon notification of discontinuance of service in accordance with the regulations outlined above, the Customer shall receive notification on how to contact the Company to resolve any dispute, a statement of the amount and due date of any non-payment, and information concerning the violation of any rule.

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SECTION 4 – GENERAL REGULATIONS – Cont’d**4.23 Cancellation of Application for Service**

- 4.23.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 4.23.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service begun.
- 4.23.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 4.23.4 The special charges described in paragraphs 1 through 3, above, will be calculated and applied on a case-by-case basis.

4.24 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

4.25 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

SECTION 4 – GENERAL REGULATIONS – Cont'd**4.26 Taxes and Fees**

All stated charges in this tariff are computed by the Company exclusive of any Federal excise taxes, state and local sales and use taxes and all taxes, fees, and other exaction imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. All such taxes, fees, and charges shall be separately designated on the Company's invoices and shall be paid by the Customer in addition to the rates and charges set forth herein. If applicable, the Federal Telecommunications Relay Service surcharge will be calculated at 0.38% of total usage charges incurred by the Customer each month. All charges and fees subject to the Commission's jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.

4.27 Disputed Bills

The Customer must notify the Company either verbally or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into matter.

4.28 Interruptions in Service

- 4.28.1 Interruptions in service which are not due to the Company's inspection or testing, to the Customer's negligence, to the Customer's noncompliance with the provisions of the Company's tariffs, or to the operation or malfunction of the channels, equipment, facilities, or power provided by the Customer, are subject to the general liability provisions set forth in this tariff and will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- 4.28.2 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 4.28.3 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

SECTION 4 – GENERAL REGULATIONS – Cont’d

4.28.4 Credit allowances shall be calculated as follows:

a. Interruptions of Twenty-Four (24) Hours or Less

| <u>Length of Interruption</u> | <u>Interruption Period To Be Credited</u> |
|--|---|
| Less than four (4) hours | None |
| Four (4) hours up to but not including Eight (8) hours | 1/3 Day |
| Eight (8) hours up to but not including Twelve (12) hours | ½ Day |
| Twelve (12) hours up to but not including Sixteen (16) hours | 2/3 Day |
| Sixteen (16) hours up to but not including Twenty-four (24) hours | One Day |

Two (2) or more service interruptions of the same type to the same line/equipment of two (2) hours or more during any one twenty-four (24) hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line/equipment in any twenty-four (24) hour period.

b. Interruption Over Twenty-Four (24) Hours. Interruptions over twenty-four (24) hours will be credited four (4) hours for each four (4) hour period or fraction thereof. No more than one (1) full day's credit will be allowed per twenty-four (24) hour period

4.28.5 No credit allowance will be made for:

- a. interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;
- b. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- c. interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the services offered by the Company;
- d. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

SECTION 4 – GENERAL REGULATIONS – Cont'd

- e. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- f. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- g. interruptions of service due to circumstances or causes beyond the control of the Company; and
- h. interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

4.29 Use of Customer's Service By Others

- 4.29.1 Any service provided under the Company tariffs may be resold to or shared with other persons at the option of Customer. Customer remains solely responsible for all the use of services ordered by it pursuant to the Company's tariffs, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.
- 4.29.2 Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs. From each joint use arrangement, one User will be designated by the Customer as responsible for the manner in which charges to the joint users of the service will be allocated and billed. OnFiber will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.
- 4.29.3 All service provided under this tariff is directly or indirectly controlled by the Company and neither the Company nor the Customer may assign or transfer its rights or duties in connection with its use of the services and facilities provided by the Company without the prior written consent of the other party and any appropriate authorizations, if necessary, except that the Company may assign its rights and duties (a) to any subsidiary, parent company, or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger, or reorganization of the Company. Such assignment or transfer shall only apply when there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted assignees or transferees.

4.30 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the initial term for any reason whatsoever other than a service interruption (as defined in Section 5, preceding), Customer agrees to pay to the Company the following sums, within twenty-one (21) days of the effective date of the cancellation or termination and payable under the terms set forth in Section 4, preceding:

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- A. All Non-Recurring charges as specified in the Company’s tariffs, plus
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- C. All Recurring charges specified in the applicable Company Tariff for the balance of the then-current term.

4.31 Notices and Communications

- 4.31.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company’s bills for service shall be mailed.
- 4.31.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 4.31.3 All notices or other communications required to be given pursuant to the tariffs of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 4.31.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

4.32 Special Construction and Special Arrangements

- 4.32.1 Subject to the agreement of the Company and to all of the regulations contained in the Company’s tariffs, special construction and special arrangements may be undertaken on a reasonable-efforts basis at the Customer’s request. The Company may provide a unique intrastate service arrangement for a Customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:
 - a. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
 - b. of a type other than what the Company would normally undertake to furnish services;

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- c. over a route other than that which the Company would normally use to furnish its services;
- d. in a quantity greater than that which the Company would normally construct;
- e. on a temporary basis until permanent facilities are available;
- f. involving abnormal costs; or
- g. in advance of its normal construction.

4.32.2 Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs the Company incurs, and may include: (1) non-recurring charges; (2) recurring charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

4.32.3 The costs referred to in subsection 4.32.2 preceding may include one or more of the following items, to the extent they are applicable:

- a. Installation cost of the facilities to be provided, including estimated costs for the rearrangement of existing facilities. Installation cost includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor, and supervision,
 - 3. transportation,
 - 4. rights of way, and
 - 5. any other item chargeable to the capital account; and
- b. Annual charges, including the following:
 - 1. cost of maintenance;
 - 2. depreciation on the estimated cost of any facilities provided, based on the anticipated useful service life of the facilities, with an appropriate allowance for the estimated net salvage;
 - 3. administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items;
 - 4. any other identifiable costs related to the facilities provided; and

SECTION 4 – GENERAL REGULATIONS – Cont’d

5. an amount for return and contingencies.

4.32.4 To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

a. The maximum termination liability is equal to the total cost of the special facility as determined under subsection 1.2, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.

b. The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), plus applicable taxes.

4.32.5 The minimum term for any service shall not be less than one (1) month, unless otherwise agreed by the Company. The Customer and Company may agree to longer minimum terms for particular services.

4.33 Temporary Promotional Programs

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. Such discounts may have variable terms of applicability and expiration dates. No individual promotional offering will exceed six (6) months in duration, and any promotional offering will be extended on a non-discriminatory basis to any Customer similarly classified that requests the specific offer. Such promotional offerings will be submitted to the Commission as required. Company, may, upon Commission's approval, offer customers specific rate incentives during specific promotional periods. Company will provide written notice to the Commission at least seven (7) days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

4.34 Schools and Libraries Discount Program

4.34.1 The Schools and Libraries Discount Program permits eligible schools (public and private, grade Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Commission in 4CSR.240-33.120 and the Federal Communications Commission in its Universal Service Order 97-157, issued May 8, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq. As indicated in the rules, the discounts will be between 20 and 90 percent of the pre-discounted price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic

SECTION 4 – GENERAL REGULATIONS — Cont’d

disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library’s level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

4.34.2 Eligible schools and libraries shall meet the following conditions:

- a. Schools and libraries and consortia shall participate in a competitive bidding process for all service eligible for discounts, in accordance with any state and local procurement rules.
- b. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures
- c. Services requested will be used for educational purposes.
- d. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

4.34.3 The Company shall meet the following conditions:

- a. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff.
- b. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
- c. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed.

4.34.4 Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The discount rate will be applied to all commercially available telecommunications services purchased by eligible schools, libraries or consortia. The discount rate is based on each school or library’s level of economic disadvantage as determined in accordance with the Commission’s Rules and by its location in either urban or rural area. The discount matrix for eligible schools, libraries and consortia are as follows:

SECTION 4 – GENERAL REGULATIONS – Cont'd

| % of Students Eligible For National School Lunch Program | % Of U.S. Schools | Urban Discount | Rural Discount |
|---|----------------------|-------------------|-------------------|
| <1% | 3% | 20% | 25% |
| 1% - 19% | 31% | 40% | 50% |
| 20%-34% | 19% | 50% | 60% |
| 35%-49% | 15% | 60% | 70% |
| 0%-74% | 16% | 80% | 80% |
| 75%-100% | 16% | 90% | 90% |

SECTION 5 –NON-SWITCHED PRIVATE LINE SERVICES**5.1 DS3 Service (44.736 Mbps)**

DS3 Service is composed of digital channels provided at 44.736 Mbps. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps +/-20ppm

Line Code Bipolar with three-zero substitution

Test Load: 75 ohms resistive +/-5 percent

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 22.368 KHz shall be -1.8 to +5.7 dBm and the power in a 2 KHz band about 44.736 MHz shall be at least 20 dB below that in a 2 KHz band about 22.368 KHz.

NOTE: The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 KHz.

Digital channels at 44.736 Mbps will provide a DS3 signal that is transmitted intact and transparently as provided at the Customer interface. No performance monitoring is provided.

5.2 Rates for Non-Switched Private Line Services

Rates for Dedicated Non-Switched Private Line will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer.

SECTION 5 – DEDICATED NON-SWITCHED PRIVATE LINE – Cont’d.**5.3 ICB Rates**

ICB rates will be structured to recover the Company’s cost of providing the service and will be made available to similarly situated customers on a non-discriminatory basis. Terms of Specific ICB Contracts will be made available to the Commission staff upon request on a proprietary basis. Unless otherwise specified, the terms, conditions, obligations and regulations set forth in this tariff shall be incorporated into and become a part of said contract and shall be binding on the Company and the Customer.

5.4 Termination Liability

Upon the Customer’s discontinuance of facilities prior to the expiration of the agreed upon term, the termination liability with regards to facilities will be equal to the monthly charge times the number of months remaining on the contract.

5.5 Other Services

Other Services may be provided by the Company on an Individual Case Basis (ICB).

5.6 Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding access charges and/or universal service (“Regulatory Activity”), Company reserves the right, at any time and without notice to: (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this tariff to reflect the impact of such Regulatory Activity. All charges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.

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