

ADOPTION NOTICE

Effective January 27, 2003, Williams Communications, LLC D/B/A Williams Vyvx, LLC registered its intent to use the name WilTel Communications, LLC with the Missouri Secretary of State.

WilTel Communications, LLC hereby adopts, ratifies, and makes its own, in every respect as if it the same had been originally filed by WilTel Communications, LLC, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities and/or other instruments whatsoever, filed with the Public Service Commission of the State of Missouri, by Williams Communications, LLC D/B/A Williams Vyvx, LLC, prior to the effective date of this tariff.

By this notice, WilTel Communications, LLC also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which Williams Communications, LLC D/B/A Williams Vyvx, LLC has heretofore filed with said Commission.

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ISSUED: July 23, 2004

EFFECTIVE: August 23, 2004

ISSUED BY: Tariff Administrator  
One Technology Center T  
Tulsa, OK 74103 T  
1-866-945-8351 T

XN-2005-0031

**FILED**  
**MO PSC**

REGULATIONS AND SCHEDULE OF CHARGES

APPLICABLE TO COMPETITIVE INTRASTATE

TELECOMMUNICATIONS SERVICES

FURNISHED BY

WILTEL COMMUNICATIONS, LLC  
FORMERLY WILLIAMS COMMUNICATIONS, LLC  
D/B/A WILLIAMS VYVX, LLC

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This tariff contains the rates, terms and conditions applicable to competitive intrastate services offered by WilTel Communications, LLC of Tulsa, Oklahoma within the State of Missouri and is available for public inspection during normal business hours at the main office of WilTel Communications, LLC located at One Technology Center, Tulsa, Oklahoma 74103.

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Service is provided by any means of wire, terrestrial communications systems, satellite, microwave, and other transmission systems, or any combination thereof.

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Application of the following statutes and regulatory rules shall be waived:

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Statutes

- 392.240 (1) - ratemaking
- 392.270 - valuation of property (ratemaking)
- 392.280 - depreciation accounts
- 392.290 - issuance of securities
- 392.310 - stock and debt issuance
- 392.320 - stock dividend payment
- 392.340 - reorganization (s)
- 392.330, RSMo Supp. 1997 - issuance of securities, debts and notes

Commission Rules

- 4 CSR 240-10.020 - depreciation fund income
- 4 CSR 240-30.010 (2) (C) - rate schedule
- 4 CSR 240-30.040 - Uniform System of Accounts
- 4 CSR 240-32.030 (1) (B) - exchange boundary maps
- 4 CSR 240-32.030 (1) (C) - record-keeping
- 4 CSR 240-32.030 (2) - in-state record-keeping
- 4 CSR 240-32.050 (3) - local office record-keeping
- 4 CSR 240-32.050 (4) - telephone directories
- 4 CSR 240-32.050 (5) - call intercept
- 4 CSR 240-32.050 (6) - telephone number changes
- 4 CSR 240-32.070 (4) - public coin telephone
- 4 CSR 240-33.030 - minimum charges rule
- 4 CSR 240-33.040 (5) - financing fees

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TARIFF FORMAT

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**A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

**D. Check Sheets** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify an increase.
- (M) To signify matter relocated without change.
- (N) To signify new rate or regulation.
- (R) To signify reduction.
- (S) To signify reissued matter.
- (T) To signify change in text but no change in rate or regulation.
- (Z) To signify a correction.

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APPLICATION OF TARIFF

REC'D APR 05 2001

This Tariff includes the rates, terms and conditions of service applicable to the furnishing of the within described intrastate Services, the use of which shall comply with Missouri rules and revised statutes applicable to Williams Communications, LLC. Williams Communications, LLC is a competitive Telecommunications Company offering retail service for both commercial and residential customers. This Tariff does not apply to the within described Services which are provided by Williams Communications, LLC:

- (a) to common carriers pursuant to any contractual arrangements;
- (b) pursuant to other Williams Communications, LLC tariffs unless specifically stated therein, and
- (c) to Services which are provided by Company to affiliates of the Company.

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SECTION 1 - TERMS AND ABBREVIATIONS

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**Access Line** - A facility arrangement which connects Customer's locations to Williams POP.

**Account Code** - A series of digits entered by Customer to associate a call with a particular department, cost center, or Customer. An Un-Validated Account Code shall be accepted if it contains the proper number of digits. A Validated Account Code shall only be accepted if it can be matched with a number on the list of valid Account Codes provided by Customer.

**Additional Charges** - has the meaning set forth in Section 2 (Adjustments), of the Rules and Regulations.

**Affiliate** - with respect to any Person, means any other Person which directly or indirectly controls, or is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, with respect to Williams, "Affiliate" means any Person that may be consolidated with Williams for financial reporting purposes.

**Ancillary Charges** - Charges for Ancillary Services as set forth in this Tariff which may consist of both nonrecurring and monthly recurring charges.

**ANI** - means automatic number identification or a call or line bearing such automatic number identification.

**Authorization Code** - A numerical code, one or more of which are available to Customer to enable them to access Williams' Network, and which are used by Williams both to prevent unauthorized access to its facilities.

**Available/Availability** - means the condition in which Williams Network has the facilities necessary to provide such Services, such facilities are not already committed to other parties and are accessible for such Services requested by Customer, as determined by Williams in the ordinary course of business, directly in areas or cities which are then in service on Williams Network (but not including any areas or cities for which facilities are planned but not yet completed or any areas or cities in which requested Services are only available through facilities leased from a Third Party).

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SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

REC'D APR 05 2001

**Business Day** - means a day other than a Saturday, Sunday, or other day on which commercial banks in Tulsa, Oklahoma are authorized or required by law to close

**Card Services** - Post-paid calling card is a credit card allowing the subscriber to make a local or long distance phone call from a remote location while having the usage charge billed back to the subscriber's account. Calling cards are typically accessed via 1-800 numbers. Pre-paid calling card is a credit card allowing the subscriber to make a local or long distance phone call from a remote location. Payment for usage on a pre-paid calling card is made in advance. Calling cards are typically accessed via 1-800 numbers.

**Casual Calling** - A phrase referring to dialing 101XXXX in America to place a call over an alternate carrier that may not have the capability to bill the call. This is usually associated with unauthorized calls where the carrier receives the ANI but lacks a means to direct a bill to a physical customer location.

**CIC** - means a Carrier identification code.

**Circuit** - means a dedicated communication path between two or more points with a specified bandwidth.

**CLEC** - means a competitive local exchange carrier.

**Collect Call** - A billing arrangement which bills the charge for a long distance call to the called station's telephone number. The person agreeing to accept the call is responsible for all charges related to the call.

**Commission** - Missouri Public Service Commission.

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SECTION 1 - TERMS AND ABBREVIATIONS (CONTINUED) REC'D APR 05 2001

**Communications Act** - means the Communications Act of 1934, as amended from time to time (including the Telecommunications Act of 1996).

**Conversation Minutes** - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

**Customer** - The natural person or legal entity which orders Services from Williams and is responsible for the payment of charges due as a result of using the Services and for compliance with this Tariff.

**Day** - From 8 AM up to but not including 5 PM, Monday through Friday.

**Dialed Number Information Service (DNIS)** - A service option of Toll Free Service under which Williams electronically transmits to Customer the telephone number of the party calling Customer.

**Directory Assistance** - Directory Assistance allows the subscriber to obtain a phone number and address for the party they are inquiring about. Directory Assistance is typically reached by dialing 1-411 or 1-NPA-555-1212.

**Due Date** - The date on which payment is due as indicated on Williams' invoice to Customer.

**Early Termination Charge** - has the meaning set forth in Section 2 (Termination) of the Rules and Regulations hereof.

**Effective Date** - the date the tariff becomes effective.

**End User** - The natural person or legal entity which gets access to the Williams Network by dialing a 101XXXX number which is given to allow End-Users to access Williams Network until Customer is recognized by Williams' systems.

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SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

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**FCC** - Federal Communications Commission.

**Feature Group D** - has the meaning set forth in the tariff of the National Exchange Carrier Association.

**Force Majeure Event** - means an event described in Section 2 (Force Majeure) of the Rules and Regulations hereof.

**Independent LEC** - means the following LECs: AT&T Local, Brooks, Level 3, TCG, Hyperion, Allegiance, Teleport, WorldCom, MCI Metro, WinStar, Frontier Local, InterMedia, E.Spire, Time Warner, Teligent, AllTel, ICG, Century Tel, CapRock, and Gabriel.

**Individual Case Basis (ICB)** - Determinations involving situations where nonstandard arrangements are required to satisfy specialized needs. The nature of such Service requirements makes it difficult or impossible to establish general agreement provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they shall be offered pursuant to such terms and conditions when set forth in writing and subscribed to by authorized representatives of Customer and Williams.

**Information Services** - The term "Information Services" has the same meaning as contained in 47 U.S.C. § 153(20), as interpreted by the FCC and federal courts.

**Installation** - Establishment of Service.

**Interexchange Service** - Service provided to a Customer over a Circuit between a Williams designated POP in one exchange and a Williams designated POP in another exchange.

**Interstate Service** - A call that originates in one state and terminates in another state.

**Intrastate Service** - A call that originates and terminates in the same state.

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SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

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**LATA (Local Access Transport Area)** - A geographical area established for the provision and administration of communications Service, as provided for in the Modification of Final Judgement (MFJ), the consent decree between GTE Corporation and the Department of Justice, and any further modifications thereto.

**Local Access Service** - The portion of the Service between a customer premise and a Williams designated POP.

**Local Access Provider** - An entity providing Local Access Service.

**Local Exchange Carrier (LEC)** - The local telephone utility that provides exchange telephone services.

**N/A** - Not applicable.

**N/C** - No charge.

**Non-recurring Charge** - One-time charge relevant to Service.

**Operator Services** - Any variety of telephone services which need the assistance of an operator or an automated operator (i.e. using interactive voice response technology and speech recognition). Such services include collect calls, third party billed calls and person to person calls. Operators are typically reached by dialing 0-, 0+ or 00-.

**Other Large LEC (OLL)** - means SWB, GTE and United.

**Pass Through Basis** - means Williams shall be entitled to reimbursement of its actual Third Party direct costs (which are not subject to Section 2 (Suspension of Service) of the Rules and Regulations plus an administrative charge equal to five percent (5%) of such costs.

**Person** - means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

**Person-to-Person** - A type of call that the person originating the call specifies to the operator a particular person, extension or department to be reached.

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SECTION 1 - TERMS AND ABBREVIATIONS (CONTINUED) Missouri Public  
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**PIC** - means primary interexchange carrier.

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**POP (Point of Presence)** - A Williams designated location where a facility is maintained for the purpose of providing access to Williams Services by Customer.

**Port** - means physical or electrical interface through which one gains access to and egress from a switch.

**Provider** - means Williams, its Affiliates or any Third Party whose own service constitutes part of the Service or whose service is procured by Williams or its Affiliates on behalf of Customer.

**Renewal Term** - meaning set forth in Section 2 (Effective date and Term) of the Rules and Regulations hereof.

**Service(s)** - means the Services set forth in this tariff.

**Service Area** - The geographic area in which Customer s may access and use Service.

**Service Commitment Period** - The period selected by the Customer, agreed to by Company and stated on the relevant Service Agreement, during which Company will provide and Customer will accept and pay for the Service described therein.

**Service Order** - An agreement between Company and Customer which, subject to the terms and conditions of this Tariff, defines the relationship between Williams and Customer.

**Station-to-Station** - A type of call where the person originating the call gives the operator the telephone number of the desired station and does not specify a particular person, extension or department to be reached.

**Tariff** - The Company's Missouri Intrastate Tariff No. 3, and effective revisions thereto filed by the Company with the Commission.

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SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

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**Telecommunications Service** - The term "Telecommunications Service" has the same meaning as contained in 47 U.S.C. § 153(46), as interpreted by the FCC and federal courts.

**Term** - has the meaning set forth in Section 2 of the Rules and Regulations hereof.

**Third Party** - means a Person other than a Party to an Agreement.

**Third Party Call** - any call charged to a number other than that of the called or calling party.

**Toll Free Service** - Toll Free Service is a long distance, reversed-billed service that allows the subscriber to pay for all incoming calls

**United States** - For purposes of this Tariff the term "United States" includes the Mainland United States of America, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Mariana Islands (CNMI).

**Williams** - Used throughout this Tariff to refer to Williams Communications, LLC

**Williams Network** - means the fiber optic digital telecommunications transmission system, switching infrastructure, network management systems, operational support systems and customer network management systems operated by Williams and which is capable of providing and is used for the provision of Services between cities, as such may be subsequently modified or expanded.

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SECTION 2 - RULES AND REGULATIONS

Missouri Public  
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2.1 Limitations of Services

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2.1.1 The Company undertakes to furnish intrastate Interexchange Service pursuant to the terms of this Tariff for the transmission of telecommunication services. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that Company reserves the right to deny Service:

- a. to any Customer that, in Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in the Tariff,
- b. in circumstances in which Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or
- c. Service is offered subject to the availability of the necessary facilities and subject to the provisions of this Tariff.

2.1.2 Williams reserves the right to discontinue any Services provided under this Tariff or to alter the charges or other terms for any service provided in connection with this Tariff, including by means of modifying any applicable Tariff. For changes not initiated by a Third Party Service provider, including a LEC, Williams shall give Customer not less than thirty (30) days prior notice of any modification or termination that will materially and adversely affect Customer, which notice will state the effective date for such termination or modification. For LEC-initiated changes, Williams will notify Carrier within 30 days of the LEC's notification to Williams.

2.1.3 The provision of Services shall not create a partnership or joint venture between the parties.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.2 Use of Service

- 2.2.1 Any Services provided by Williams to Customer must be used by Customer, only to provide telecommunications services and may not be used for any unlawful purpose. If the FCC, one or more state regulators, or any other regulatory body of competent jurisdiction at any time levies or assesses any charge, or imposes any rule or other requirement, that differentiates Customers by class (e.g. distinguishing residential and business customers), no Williams Services shall be sold or otherwise provided by Customer to any customer of Customer who is not a member of the class of customers for which such Williams Services has been designated by Williams. In that event, Customer shall provide Williams with quarterly reports showing a detailed breakdown of customer by class of services, and Williams shall have the right to audit such reports to confirm their accuracy. Customer's violation of this shall constitute a material breach of this Tariff.
  
- 2.2.2 The Company's services are available for use twenty-four hours per day, seven days per week. Unless otherwise restricted herein, Customers may use the Company's Service (s) to place and/or receive intrastate calls.

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SECTION 2 - RULES AND REGULATIONS (CONT'D) Missouri Public  
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2.3 Assignment and Transfer

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2.3.1 Customer shall not assign or otherwise transfer (including without limitation, a transfer due to a "Change of Control") its rights or obligations under this Tariff without the prior written consent of Company, which shall not be unreasonably withheld. Any such assignment or transfer of Customer's rights or obligations without such consent shall entitle Company to terminate the Services provided hereunder at its option upon ten (10) days' prior written notice to Customer. A "Change in Control" shall be deemed to be an assignment, merger, sale of a controlling interest or other transfer of a controlling ownership interest. In the event of Customer's acquisition of or merger with another of Williams' customers, the agreement of the other customer ("Other Agreement") shall terminate, subject to any existing commitments transferring to and being assumed by Customer under the terms and conditions of this Tariff.

2.3.2 The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, that the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

2.4 Interconnection with Other Carriers/Customers

2.4.1 Service furnished by Williams may be connected with the services or facilities of other Carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D) Missouri Public  
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2.5 Liability of the Company

REC'D APR 05 2001

2.5.1 Williams shall not be liable to the Customer or any other person or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including authorized users) or affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon Williams, and Customer shall pay to Williams any reasonable costs, expenses, damages, fees or penalties incurred by Williams as a result thereof, including, without limitation, costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of Third Parties, and Williams shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such Third Parties. IN THE EVENT OF AN INTERRUPTION IN SERVICE, ANY DEFECT IN THE SERVICE WHATSOEVER OR A FAILURE TO PERFORM UNDER THIS AGREEMENT, NEITHER WILLIAMS NOR ANY THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

2.5.2 Williams shall in no event be liable for preemption of existing Services to restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations

2.5.3 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by Williams or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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SECTION 2 - RULES AND REGULATIONS (CONT'D) Missouri Public  
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2.5 Liability of the Company (Cont'd)

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- 2.5.4 In the event suit is brought or an attorney is retained by Williams to enforce the terms of this Tariff, Williams shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Billing and Payment Terms

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2.6.1 Monthly Billings

Williams provides long distance Telephone Service. Williams issues bills on a monthly basis with bills received by the customer on or about the same day each month. 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 change. 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. Williams requires deposits as defined in Section 2.7.6 of this tariff. Payment in full is due within a minimum of 21 days of the date of the bill and offers a preferred payment date plan pursuant to Missouri PSC Rule CSR 240-33.040 (3)&(4).. If we do not receive your payment within a minimum of 21 days, your service is subject to suspension or disconnection. Williams charges 1 ½% for delinquent past due balances. Williams sets forth the following on residential bills:

- a. the number of access lines for which charges are stated
- b. the beginning or ending dates of the billing period
- c. the date the bill becomes delinquent if not paid on time
- d. the unpaid balance (if any)
- e. 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
- f. an itemization of the amount due for taxes, franchise fees, relay Missouri surcharge, 911 surcharges (if applicable) and other surcharge as may be necessary and appropriate.
- g. the total amount due
- h. If applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated
- i. A telephone number where inquiries may be made
- j. If a deposit is hold by the company

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1-800-945-5426

SECTION 2 - RULES AND REGULATIONS (CONT'D)

Missouri Public  
Service Commission

2.6 Billing and Payment Terms

REC'D APR 05 2001

2.6.2. Due Date and Invoice

Payment must be sent to Williams Communications, LLC or made at one of our agent locations. Payment for service may be made by credit card or check, or may be paid in cash at an authorized Agent locations. If you are temporarily having difficulty paying your telephone bill, please call Williams immediately at 1-888-456-9516. By doing this, you may avoid having your phone service suspended or disconnected. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

2.6.3 Return Check Charge

A return check charge of \$25.00 will be assessed for checks made payable to Williams and returned for insufficient funds. For service billed on behalf of Williams, any applicable return check charges will be assessed according to the terms and conditions of Williams' billing agent.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Billing and Payment Terms (Cont'd)

Missouri Public  
Service Commission

2.6.4 Billing Disputes and Customer Complaints

REC'D APR 05 2001

Disputes with respect to charges must be presented to the Company, orally or in writing, by calling the Company toll free at 1-888-456-9516 or in person within 30 days after the Due Date or such invoice shall be deemed to be correct and binding on the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety within 5 from the date such charge becomes delinquent, or service may be discontinued. The Company shall record the date, time and place the inquiry is made, investigate the inquiry promptly and thoroughly and attempt to resolve the dispute in a manner satisfactory to both parties. Failure of a customer to help resolve the dispute shall constitute a waiver of the customer's right to continuance of service. If the dispute is resolved in favor of the Customer, amounts due the customer shall be refunded or credited promptly.

Williams shall adopt procedures which will ensure the prompt and thorough receipt, investigation and, where possible, resolution of inquires. Williams, upon request, shall submit the procedures to the commission and shall notify the commission of any substantive changes in these procedures prior to their implementation.

Williams shall establish personnel procedures which ensure that personnel shall be available during normal business hours to accept customer inquires within a reasonable time after such inquires are made by telephone or in person. Within a reasonable time after accepting such an inquiry, Williams will make available appropriate personnel to handle the inquiry.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Billing and Payment Terms (Cont'd)

Missouri Public  
Service Commission

REC'D APR 05 2001

2.6.4 Billing Disputes and Customer Complaints (Cont'd)

Telephone inquiries may be direct to Williams Communications, LLC at 1-888-456-9516. Written inquiries may be directed to the following:

Williams Communications, LLC  
Customer Care Dept.  
One Williams Center  
Tulsa, OK 74172

If Williams cannot resolve your complaint, you may call the Missouri Public Service Commission, located 301 West High Street, Room 530, Jefferson City, Missouri 65101, toll free at 800-392-4211 to file an informal complaint.

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 Public Service Commission, has an office at 301 High Street, 2<sup>nd</sup> Floor, Jefferson City, Missouri 65101. The Public Counsel's telephone number is (573) 751-4857.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Billing and Payment Terms (Cont'd)

Missouri Public  
Service Commission

2.6.5 Disconnection or Suspension of Telephone Service

REC'D APR 05 2001

a. Residential Customers

For residential customers telephone service is subject to disconnection or suspension for any of the reasons listed below. If service is disconnected, a new telephone number will be assigned and you will be required to pay installation charges again. If service is suspended, your telephone number is reserved for 90 days and you will not be charged installation charges again.

.1 Nonpayment of an undisputed delinquent account.

Your service will not be suspended or discontinued for nonpayment of a delinquent until Williams has notified you in writing at least five days in advance of the suspension or discontinuance. Additionally, Williams will make reasonable efforts to contact you at least 24 hours in advance prior to suspending or disconnecting your telephone service.

.2 Unauthorized use of telephone utility equipment in manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.

.3 Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.

.4 Misrepresentation of the identify in obtaining telephone utility service.

.5 Incurs charges and evidences an intent not to pay such charges when due.

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SECTION 2 - RULES AND REGULATIONS (CONT'D) Missouri Public  
Service Commission

2.6 Billing and Payment Terms (Cont'd)

REC'D APR 05 2001

2.6.5 Disconnection or Suspension of Telephone Service (Cont'd)

b. Business Customers

- .1 Except for amounts disputed by Customer in accordance with Billing Disputes, in the event payment in full is not received from Customer on or before sixty (60) days following the date of the invoice, Company shall have the right to suspend all or any portion of the Services to Customer. Company shall exercise this suspension right by providing Customer with a minimum of ten (10) days' written notice specifying the past due amount and the Services to be suspended. If Company receives the entire specified past due amount within the ten (10) day notice period, then Customer's Service shall not be suspended.
- .2 If only a portion of the Services is initially suspended pursuant to Company's written notice, and Customer fails to pay the specified past due amount within an additional ten (10) days after the partial suspension of Service, then after the additional ten (10) day period, Company may suspend all or any additional portion of the Services to Customer with no additional written notice. Further, after the additional ten (10) day period, Company may continue suspension until such time as Customer has paid in full all charges then due, including any late fees as specified herein. Following such payment, Company shall reinstate Customer's Services subject to Company's Right to Assurance.
- .3 Suspension of Services as set forth in this Paragraph shall not affect Customer's obligation to pay for the Service.
- .4 In addition of nonpayment of any sum due hereunder, Company may immediately suspend Services in whole or part if Company determines that such Services violate the Communications Act of 1934, as amended (including the Telecommunications Act of 1996), or that the imposition of any state or federal statute, or promulgation of any rule, regulation, or order of the Federal Communications Commission ("FCC") or other governing body makes Company's performance commercially impracticable.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.6 Billing and Payment Terms (Cont'd)**

Missouri Public  
Service Commission

**2.6.6 Reconnection of Service**

REC'D APR 05 2001

For residential customers, after telephone service has been suspended or disconnected, Williams will restore your service when the reason for the suspension or disconnection has been remedied. Before restoring your service, the following will be required:

- a. Payment for all undisputed amounts must be received by Williams or its authorized Agent.
- b. Installation charges must be paid again if your service has been disconnected. Installation charges will not be charged if your service has been suspended.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Billing and Payment Terms (Cont'd)

Missouri Public  
Service Commission

2.6.7 Validation of Credit or Deposit

REC'D APR 05 2001

Williams reserves the right to validate the creditworthiness of Customers through available verification procedures. If at any time a Customer presents an undue risk of non-payment, or if a Customer fails to comply with the payment terms of this Tariff, Williams may require a deposit or other forms of security for payment. The deposit should not exceed an estimated two months' usage based on the average bill during the preceding twelve (12) months service or in the case of new applicants for service, the average monthly bill for new subscribers within a customer class. Interest at the rate of one per cent (1%) above the prime lending rate as published in the Wall Street Journal for the last business day of September will be credited to the customer's deposit. This rate will be adjusted annually October 1 of each year. Deposits can be posted by the Customer in two equal monthly installments, and the amount of the deposit shall appear on the customer's telephone bill. If the customer pays all undisputed charges for 12 billing cycles, the deposit shall be promptly refunded, along with accrued interest, or credited to future charges on subsequent bills. In case of termination it shall be credited, with accrued interest, to the charge stated on the final bill and the balance, if any, shall be returned to the customer within twenty-one (21) days of the final bill. In determining whether a Customer presents an undue risk of nonpayment, Williams may consider, but is not limited to, the following factors:

- a. the Customer's payment history (if any) with Williams or other IXCs,
- b. Customer's ability to demonstrate adequate ability to pay for the Service,
- c. credit and related information provided by Customer, lawfully obtained from third parties or publicly available,
- d. information relating to Customer's management, owners and affiliates (if any),
- e. is unable to establish that they had a previous service account with a telephone utility for a period of at least twelve (12) months for which all undisputed charges were satisfactorily paid, and
- f. the customer has had service discontinued at any time during the preceding twelve (12) billing periods,

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Billing and Payment Terms (Cont'd)

Missouri Public  
Service Commission

2.6.7 Validation of Credit or Deposit (Cont'd)

REC'D APR 05 2001

- g. the customer has undisputed charges in two (2) of the last twelve (12) billing periods which has become delinquent,
- h. the customer established service with the telephone utility within the preceding six month and incurs toll or other charges in any one (1) billing period which are equal to at least 400% of the amount of the deposit

No deposit or guarantee or additional deposit shall be required by a telephone utility because of race, sex, creed, national origin, martial status, age, number of dependents, source of income, condition of physical handicap or geographical area of residence.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.6 Billing and Payment Terms (Cont'd)

Missouri Public  
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2.6.8 Company's Right to Assurance (Business Customers)

REC'D APR 05 2001

- a. If at any time there is a material adverse change in Customer's creditworthiness or a material adverse change in Customer's financial position, then in addition to any other remedies available to Company, Company may elect, in its sole discretion, to demand reasonable assurance of payment from Customer. A material adverse change in Customer's creditworthiness shall include, but not be limited to:
- (i) Customer's default of its obligations to Company under this or any other agreement with Company;
  - (ii) failure of Customer to make full payment of charges due hereunder on or before the Due Date on three (3) or more occasions during any period of twelve (12) or fewer months or Customer's failure to make such payment on or before the Due Date in any two (2) consecutive months;
  - (iii) acquisition of Customer (whether in whole or by majority or controlling interest) by an entity which is insolvent, which is subject to bankruptcy or insolvency proceedings, which owes past due amounts to Company or any entity affiliated with Company or which is a materially greater credit risk than Customer; or
  - (iv) Customer's being subject to or having filed for bankruptcy or insolvency proceedings or the legal insolvency of Customer. A material adverse change in Customer's financial position may also include, but not be limited to: a) a decrease in net worth or working capital of five percent (5%) or greater; or, b) negative net worth or working capital. If Customer's financial statements are not public information, upon Seller's demand for reasonable assurance of payment, Customer shall be required to provide financial statements.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

Missouri Public  
Service Commission

REC'D APR 05 2001

2.6 Billing and Payment Terms (Cont'd)

2.6.8 Company's Right to Assurance (Cont'd)

- b. If Customer has not provided Company with its financial information and with reinsurance satisfactory to Company within thirty (30) days of Company's notice of demand for reinsurance, then, in addition to any other remedies available to Company, Company shall have the option, in its sole discretion, to exercise one or more of the following remedies:
- (i) cause the start of the Service described in a previously executed Service Order to be delayed pending satisfactory reinsurance; or
  - (ii) decline to accept a Service Order or other requests from Customer to provide Service.

2.6.9 Adjustments

Company may make billing adjustments for a period of two (2) years after the Due Date of an invoice, or two (2) years after the date a Service is rendered, whichever is later.

2.6.10 Other Residential Customer Provisions

- a. Residential service may not be discontinued by Williams for failure to pay charges not subject to the Missouri Public Service Commission's jurisdiction unless specifically authorized in Company's tariffs approved by the Commission.
- b. 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 Company are not available to facilitate reconnection of service or on a day immediately preceding such day.
- c. Residential customers shall have a minimum of 21 days from the rendition of a bill to pay the charges stated.
- d. Residential service shall not be discontinued unless written notice by first-class mail is sent or delivered to the customer at least 5 days prior to the date of the proposed discontinuance.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

Missouri Public  
Service Commission

2.6 Billing and Payment Terms (Cont'd)

REC'D APR 05 2001

2.6.10 Other Residential Customer Provisions (Cont'd)

- e. At least 24 hours preceding a discontinuance Williams shall make reasonable efforts to contact the customer to advise them of the proposed discontinuance and what steps must be taken to avoid it.
- f. Williams Notices of Discontinuance shall contain the following information:
  - .1 the name and address and the telephone number of the customer
  - .2 a statement of the reason for the proposed discontinuance and the cost (to the customer) for reconnection
  - .3 the date after which service will be discontinued unless appropriate action is taken
  - .4 how a customer may avoid the discontinuance
  - .5 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
  - .6 the telephone number where the customer may make an inquiry
  - .7 a statement that this notice will not be effective if the charges involve are part of an unresolved dispute
  - .8 a statement of the exception for medical emergency as follows

Williams 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, if requested, will provide Williams with reasonable evidence of such necessity.

2.6.11 Settlement Agreement for Residential Customers

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D) Missouri Public  
Service Commission

2.6 Billing and Payment Terms (Cont'd)

REC'D APR 05 2001

2.6.12 Taxes

- a. Service may be subject to State and/or local taxes (e.g., gross receipts tax, sales tax, and municipal utilities tax) and/or fees, if Service originates and terminates in the State. An amount equal to such taxes and fees shall be charged to the Customer in addition to the charges stated in this Tariff. All charges and fees subject to Missouri PSC jurisdiction except taxes and franchise fees will be submitted to the Commission for prior approval. All charges related to such taxes and fees shall each be shown as a separate line item on the Customer's monthly invoice..
- b. Service shall not be subject to taxes for a given jurisdiction if Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that Customer has been granted a tax exemption.
- c. Company shall also include any compensable intrastate payphone service provider charges charged against the Company incurred for any intrastate toll-free number and/or access code calls made from payphones and attributable to the Customer at a rate of \$0.30 per call.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

Missouri Public  
Service Commission

2.7 Termination (Business Customers)

REC'D APR 05 2001

Unless Customer is in default, any Service being provided at the time of termination shall continue until the natural end of such Service as specified in the applicable Service Order upon the terms and conditions of this Tariff; provided, however, that Customer may not order any new Service until Customer and Company have entered into a new agreement or mutually agreed in writing to extend this Agreement. The charges for any Services during any such extension shall be the then current Company charges.

- 2.7.1 **Termination for Cause.** Either party may terminate this Agreement if the other is in default of any material obligation contained herein, which default has not been cured within thirty (30) days following the receipt of notice of such default setting forth the specifics of such default.
- 2.7.2 **Termination for Non-payment.** For nonpayment by Customer of any undisputed sum owing to Williams for more than thirty (30) days, Williams may, after ten (10) days written notification to Customer of such nonpayment and forthcoming termination therefor, without incurring any liability, immediately cancel or discontinue the furnishing of such Service. Customer shall be deemed to have canceled Service as of the date of such termination and shall be liable for any cancellation charges as set forth in this Tariff.
- 2.7.3 **Continuing Obligation to Pay.** The discontinuance of Service by Williams pursuant to the above rules does not relieve the Customer of any obligations to pay Williams for charges accrued for Service which has been furnished up to the time of discontinuance nor does it relieve the Customer of applicable cancellation charges. The remedies set forth herein shall not be exclusive and Williams shall at all times be entitled to all rights available to it under either law or equity.
- 2.7.4 **Termination without Cause.** Customer may terminate this Agreement at any time without cause upon 90 days prior written notice to Company and payment to Company of the Early Termination Charge described in the rule below. Service will be discontinued the first business day of the fourth month after such notice of termination..

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SECTION 2 - RULES AND REGULATIONS (CONT'D) Missouri Public Service Commission

2.7 Termination (Cont'd)

REC'D APR 05 2001

**2.7.5 Early Termination Charges.** If Customer has made a Revenue Commitment, the rates for Services and associated discounts are based on Customer's agreement to purchase Service for the entire Term. Calculating Company's loss if Customer terminates the Agreement pursuant to Section 2.8.4 above or breaches the Agreement prior to the end of the Term is difficult to ascertain. If, for any reason, either Customer terminates this Agreement or Williams terminates this Agreement for cause prior to the expiration of the Term, Customer must pay to Williams as liquidated damages and not as a penalty, an amount equal to

- a. Customer's monthly Revenue Commitment as specified multiplied by the number of months in the term of the Agreement, less the charges for Applicable Services (as defined in the tariff) actually paid by Customer through the effective date of termination and
- b. any non-recurring payments not yet paid together with any termination liability associated with Local Access Service or any other third party provided service.

In addition, if Customer orders Service from Williams which requires special construction or facilities for Customer's use, and then cancels its order before Service begins, a charge shall be made to Customer for the expenditures or liabilities incurred on behalf of Customer by Williams.

In addition, if Customer terminates Service prior to the end of the Term specified in the Service Order, Customer shall be responsible for all charges incurred to the date of termination, including, but not limited to, all charges to Williams by other carriers for Service provided to Customer any applicable cancellation or termination charges specified in this Tariff or the Service Order.

All charges referred to in this Section shall be referred to as "Early Termination Charges" and shall be paid within 30 days after receipt of an invoice therefor.

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SECTION 2 - RULES AND REGULATIONS (CONT'D) Missouri Public  
Service Commission

2.7 Termination (Cont'd)

REC'D APR 05 2001

2.7.6 **Termination in Special Circumstances.** Without incurring any liability, Williams may cancel Service prior to commencement or discontinue the furnishing of Service to Customer, in whole or in part, immediately and without notice if Williams deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services or under any of the following circumstances:

- a. if Customer refuses to furnish or provides false information to Williams regarding the Customer's identity, address, credit-worthiness, past or current use of Service, or its planned use of Service;
- b. for noncompliance with any of the provisions of this Tariff;
- c. if the Customer is using the Service in violation of any applicable law or regulation.

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SECTION 2 – RULES AND REGULATIONS (CONT'D) Missouri Public  
Service Commission

2.8 Customer Responsibilities

REC'D APR 05 2001

- 2.8.1 Customer represents and warrants that it will comply with all applicable laws and applicable rules and regulations promulgated by federal and state regulatory agencies, including, but not limited to, those concerning interexchange carrier selection.
- 2.8.2 Customer will be financially responsible for usage generated by each ANI activated by Williams pursuant to a request by Customer until such ANI is presubscribed to another interexchange carrier or Customer requests that service be terminated. .
- 2.8.3 **Fraudulent Calls.** Customer shall be responsible for all costs, expenses, claims or actions arising from calls the purpose or effect of which is theft or unauthorized usage of communications services or misleading or fraudulent communications of any nature (including, without limitation, communications intended to effect theft through unauthorized use of credit cards) and all unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like for which Williams is billed that are passed through to the Customer (collectively, "Fraudulent Calls"). Customer shall not be excused from paying Williams for any Services provided to Customer or any portion thereof on the basis that fraudulent calls comprised a corresponding portion of the Services. In the event Williams discovers Fraudulent Calls being made (or reasonably believes Fraudulent Calls are being made), Williams shall immediately notify Customer. Notwithstanding the foregoing, nothing contained herein shall prohibit Williams from taking immediate action (within one (1) hour of Williams' first attempt to notify Customer) that is reasonably necessary to prevent such Fraudulent Calls from taking place, including without limitation, denying any Services to particular ANIs or terminating any Services to or from specific affected locations.

Williams shall cooperate with Customer in implementing Customer's fraud control parameters to deter Fraudulent Calls. To that end, at Customer's request, Williams shall advise Customer regarding methods to minimize exposure to misuse and abuse of Williams Voice Services (as well as passing along methods recommended by Third Parties with respect to the Third Party Service) and shall provide assistance in the identification and/or location of individuals responsible for making Fraudulent Calls.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

Missouri Public  
Service Commission

2.9 General Indemnity

RECD APR 05 2001

- 2.9.1 Customer and Company shall defend, indemnify and hold harmless the other against and from any and all claims for physical property damage, bodily injury or wrongful death to the extent that such arises out of the negligence or willful misconduct of the respective indemnifying party, its employees, agents, or contractors in connection with the provision or use of Services or other performance.
- 2.9.2 With respect to Third Parties that use Services through Customer, Customer shall defend, indemnify and hold harmless Company and its Providers against any claims by such third parties for damages arising or resulting from any defect in or failure to provide Services.
- 2.9.3 Customer will defend, indemnify and hold harmless William and each of its officers, directors, employees and agents against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation, all reasonable costs and expenses incurred; legal, accounting or otherwise (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened complaint, claim, action, proceeding or suit by any third party (a "Claim") alleging Customer's violation of any law or any rule or regulation of federal or state regulatory agency, including, but not limited to , those laws, rules or regulations with respect to the unauthorized switch of an End User's preferred interexchange carrier ("slamming"), or from any breach of Customer's representations contained in this Tariff.
- 2.9.4 The indemnifying party agrees to defend the other against the claims as set forth above and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims. The indemnified party shall promptly notify the indemnifying party in writing of any such claims.

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SECTION 2 – RULES AND REGULATIONS (CONT'D) Missouri Public  
Service Commission

2.10 Force Majeure

REC'D APR 05 2001

If either Party's performance of this Tariff or any obligation (other than the obligation to make payments for Services rendered) hereunder is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, power grid outages (beyond any required battery back-up or generator capacity), storm or other similar occurrence including rain fade or other atmospheric conditions, any law, order, regulation, direction, action or request of the United States Government or national, state or local governments, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, acts of terrorism, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, then the Party affected by such force majeure event (the "Affected Party") shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference. The Affected Party shall use commercially reasonable efforts under the circumstances to avoid and remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes cease.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

Missouri Public  
Service Commission

2.11 Application for Service

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2.11.1 The Customer is responsible for the placement of Service Orders for the Service described herein as well as complying with the provisions of this Tariff. Customer will also be required to execute a Service Agreement relating to the Service. Any Service Agreement shall reference this Tariff, to the extent this Tariff is applicable.

2.11.2 When Customer places a Service Order for Service, the Customer must provide the Company with the Customer's name and address for billing purposes and a contact name and phone number. Customer must also provide the Company with the contact name, telephone number, and address at each of the premises where Service is to be Installed. Upon execution of a Service Agreement, such Service Agreement shall be deemed to set forth the final operative obligations between Company and the Customer regarding the Services described therein .

2.11.3 Rates for Dedicated Access, Private Lines and Centrex services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

2.11.4 Any other items and conditions that are typed, printed or otherwise included in the Service Agreement shall be deemed to be solely for the convenience of the parties unless specifically noted as an Individual Case Basis (ICB) term or condition. No action by Company (including, without limitation, provision of Service to Customer pursuant to such Service Agreement) shall be construed as binding or estopping Company with respect to such term or condition, unless such Service Agreement containing said specific term or condition has been signed by an authorized representative of Company and Customer. Company shall have no obligation except those as set forth in this Tariff or contained in the Service Agreement, and all other representations or agreements, oral or written, shall be of no effect. In the event any provision set forth in a Service Agreement conflicts with the provisions set forth in this Tariff, the provisions set forth in this Tariff shall prevail unless specifically noted in a signed Service Agreement as an ICB provision.

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SECTION 2 - RULES AND REGULATIONS (CONT'D) Missouri Public  
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2.12 Service Reconfiguration and Disconnection.

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In the event that Williams is required to redesign a Service due to inaccurate information provided by the Customer or, Williams incurs costs and expenses under circumstances in which such costs and expenses are caused to be incurred by the Customer or reasonably incurred by Williams for the benefit of the Customer, the Customer is responsible for the payment of any resulting costs incurred by Williams.

2.13 General Provisions (Business Customers)

2.13.1 **Restoration of Service.** The use and Restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations to the extent it is applicable, which specifies the priority system for such activities.

2.13.2 **Merger/Integration.** This Tariff consists of all the terms and conditions contained herein and in documents incorporated herein specifically by reference. This Tariff constitutes the complete and exclusive statement of the understanding between the parties and supersedes all proposals and prior agreements (oral or written) between the parties relating to Services provided hereunder.

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2.13 General Provisions – Business Customers (Cont'd)

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- 2.13.3 Effect of Change in Law.** Upon thirty (30) day's prior written notice to the other party, either Customer or Company shall have the right, without disconnection charge or other liability to the other party, to cancel the affected portion of any Service, Local Access Service or Ancillary Service, if Company is prohibited by governmental authority from furnishing or Customer is prohibited from using such portion, or if any material rate or term contained herein and relevant to the affected portion of any Service, Local Access Service or Ancillary Service is substantially changed by order of the highest court of competent jurisdiction to adjudicate the matter, the Federal Communications Commission, or other local, state or federal government authority.
- 2.13.4 Choice of Law.** This Tariff shall be governed by the laws of the FCC or applicable State Commissions without regard to choice of law principles. Customer hereby consents to the jurisdiction of the federal and state courts having a situs in Tulsa County, Oklahoma over any proceeding initiated with respect to the enforcement or interpretation of this Tariff.
- 2.13.5 Interpretation.** No rule of construction requiring interpretation against the draftsman hereof shall apply in the interpretation of this Tariff.
- 2.13.6 No Third Party Beneficiary.** The provisions of this Tariff are for the benefit only of the parties hereto, and no third party may seek to enforce or benefit from these provisions.
- 2.13.7 Severability.** In the event any provision of this Tariff conflicts with any statute, rule or order of any governmental unit or regulatory body, or tariff then, if required by law, such statute, rule, order or tariff shall control.
- 2.13.8 General Applicability of Provisions.** Unless expressly excluded, all terms of this Tariff are applicable to all sections of this Tariff, notwithstanding the specific reference to such a term in any other particular section.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.13 General Provisions- Business Customers (Cont'd)

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- 2.13.9 **Intellectual Property Rights.** Unless otherwise specifically agreed in writing by the Parties, each Party shall retain all right, title and interest in and to any intellectual property associated with the provision of Tariffed Services. If it should be necessary for a Party to practice any patent, copyright, trade secret or other non-trademark intellectual property of the other Party to avail itself of the Tariffed Services, the Parties shall negotiate in good faith a license with respect to such intellectual property. Each Party acknowledges that the other Party's name is proprietary to the other Party. This Tariff does not transfer, and confers no right to use, the name, trademarks (including service marks), patents, copyrights, trade secrets, other intellectual property or CIC of either Party, except as expressly provided herein. Neither Party shall take any action inconsistent with the intellectual property rights of the other Party.
- 2.13.10 **Survival of Terms.** The terms and conditions of this Tariff that, by their nature, should survive the termination of this Tariff, shall so survive, including without limitation, indemnification and limitation of liability.
- 2.13.11 **Industry Terms.** The Parties intend that words having well-known technical or trade meanings shall be accorded such meaning, unless expressly defined otherwise.
- 2.13.12 **General.** The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The words include, includes and including shall be deemed to be followed by the phrase "without limitation"

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SECTION 2 - RULES AND REGULATIONS (CONT'D) Missouri Public  
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2.14 Notices

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All notices to be sent to a party pursuant to this Tariff shall be in writing and deemed to be effective upon

- (a) personal delivery,
- (b) three days after mailing certified mail return receipt requested,
- (c) the day when the notice has been sent by facsimile if during business hours and followed by express mail priority next-day delivery, or
- (d) in the case of invoices, upon the Due Date.

In each case, the notice shall be sent to the person identified in this Section at the Full Business Addresses of the parties as they appear herein.

The Full Business Address for purposes of notice under this Section as well as telephone voice and facsimile numbers shall be:

2.15 Terminal Equipment

Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by Customer. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the FCC.

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2.16 Refunds or Credits for Interruptions in Service

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2.16.1 No credits or refunds for interruptions of Service shall be made for:

- (a) Interruptions caused by the negligence or willful misconduct (including the provision of inaccurate information) of the Customer.
- (b) Interruptions during any period which the Company or its agents are not afforded access to any Customer premise where Service is originated or terminated.
- (c) Interruptions during any period when the Customer has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of Service.
- (d) Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis.
- (e) Interruptions not reported to the Company.
- (f) Interruptions caused by outages or failure of Local Access provided by a Local Access Provider.

2.16.2 It shall be the obligation of Customer to notify Company immediately of any interruption of Service (as defined in the applicable Tariff) for which a credit is desired. If Customer reports an interruption in Service to Company and the affected Service is not restored (as defined in the applicable Service Agreement) within two hours of such report, Customer shall, upon request directed to the Customer's designated customer service representative, receive a credit at the rate of 1/720 of the monthly recurring charges applicable to Service directly affected by such interruption for each hour or fraction thereof, over the initial two hours, during which service is interrupted. No credit will be given for interruptions of less than two hours in duration. The formula used for computation of credits is as follows:

$$\text{Credit} = A / 720 \times B$$

A = Interruption time in hours or fraction thereof (must be over 2 hours)

B = total monthly recurring charge for the affected service.

2.16.3 Notice of Interruption should be reported by the Customer to the Company's Network Control Center or other location designated by Company. An interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an interruption nor corresponding credit as provided in Section 2.16.2.

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2.16 Refunds or Credits for Interruptions in Service (Cont'd)

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2.16.4 If the Customer elects to use another means of transmission during the period of interruption, the Customer is solely responsible for payment of the charges for the alternate transmission service used.

2.16.5 The credit provided in Section 2.16.2 is Customer's sole and exclusive remedy for any interruption in the Service.

2.17 Residential Service may be discontinued for any of the following:

2.17.1 nonpayment of an undisputed delinquent charge

2.17.2 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

2.17.3 failure to substantially comply with terms of a settlement agreement

2.17.4 refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment

2.17.5 material misrepresentation of identity in obtaining telephone utility service

2.17.6 as approved by federal or state law

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**SECTION 3 - SERVICE DESCRIPTIONS**

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**3.1 Alternate Billed Services**

REC'D APR 05 2001

**3.1.1 General**

Alternate Billed Services include a variety of billing options. Callers may use Alternate Billed Services to place intrastate calls from their presubscribed telephone line or when away from their established primary Service locations. Calls can originate from either tone-generating or rotary-dial instruments. Callers may elect to use any of the billing options described in this tariff or may reach the operator for assistance. Unless otherwise indicated in this Tariff, all calls are billed in increments of one (1) minute subject to a minimum connect time (initial period) of one (1) minute, unless otherwise specified.

**3.1.2 Access Method**

- a. Callers dialing one plus (1+) will hear recorded messages that guide the Caller. Callers may elect to use any of the billing options described in this section. Callers may also place calls by dialing
- b. 00 from a presubscribed telephone line and request the long distance operator complete the call
- c. 101XXXX + 00
- d. 101XXXX + 0 + called number

**3.1.3 Completion Type**

**a. Station-to-Station**

Any operator-handled call whereby the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached.

**b. Person-to-Person**

Any operator-handled call whereby the person originating the call specifies to the operator a particular person to be reached, or a particular station, room number, department, or office to be reached.

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

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3.1 Alternate Billed Services (Cont'd)

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3.1.4 Billing Options

a. Calling Card Option

This option enables the Customer to charge a call to an authorized calling card number. Access to the long distance network for the purpose of billing a call to the Customer's calling card can be from tone-generating or rotary-dial instruments.

b. Collect

This is a billing option where the called party is verbally asked if they will pay for the call. If accepted the call is completed, and the called party is billed for the call.

c. Third Number

This is a billing option where a long distance call may be charged to a telephone number other than the originating telephone number or the telephone number of the called party.. Prior to completing the call, the operator will determine whether or not the charges are authorized to be billed to the third number.

d. Sent Paid

This is a billing option where the Customer originating the call pays for the call by having the call billed to the originating telephone number.

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)**

**3.1 Alternate Billed Services (Cont'd)**

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**3.1.5 Automation Levels**

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**a. Operator Dialed**

An operator dialed call occurs when the person originating the call reaches the operator using an ABS access method described in 3.1.1.a other than the caller dialing the called number or using an ABS access method described in 3.1.3.b.. The operator dialed charge is in lieu of the operator assisted per call charge.

**b. Operator Assisted**

An operator assisted call occurs when the person originating the call reaches an operator by utilizing an access method that involves dialing the called telephone number, but the operator collects the billing information to complete the call.

**c. Automated**

An automated call occurs when the person originating the call dials one plus (1+) a Company Toll Free Access Number, plus the called telephone number, and then inputs the billing information as instructed by the automated call completion system. This call is completed without any assistance from an operator.

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)**

**3.2 Calling Card Service**

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Williams Calling Card Service offers Customers the ability to originate long distance calls from locations other than their primary service location through the use of a toll free network access number and an Authorization Code. It allows Customers who are away from their home or business to place calls from any location in the United States. Access to Williams Network for Calling Card Service is gained by dialing an access number. Customers may bill calls to their Calling Card account when calling from any location in the United States. Applicable usage rates for Operator Service will be charged against the Customer. Those rates can be found in Section 4.

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**3.3 Operator Assistance**

Williams Operator Assistance Service offers Customers the ability to complete calls performed either by a live operator or by automated systems. Such functions include collect calling, third party billing, sent paid and calling card services. Under these systems you have automated or operator dialed/assisted.

The operator dialed call placement charge applies in addition to all Station-to-Station and Person-to-Person operator call placement charges when the customer has the ability to dial all the digits necessary for call completion, but instead dials 00 or 1 plus an 800.888 access number plus 0 to reach the operator to have the operator complete the call. The call placement charges will be applied to all operator services calls completed by an operator except for calls;

- a. A call that cannot be completed by the Customer due to equipment failure or trouble on the network.
- b. a call placed by a party identified as handicapped and as a result of that handicap cannot complete the call.

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D) Missouri Public  
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3.3 Operator Assistance (Cont'd)

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Operator Service Requirements

- a. Company will not bill for incomplete calls where answer supervision is available. Company will not bill for incomplete calls and will remove any charges for incomplete calls upon (1) subscriber notification or (2) Company's knowledge)
- b. The caller and billed party, if different from the caller, will be advised that Company is the operator service provider at the time of the initial contact.
- c. Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- d. Only tariffed rates approved by this Commission for Company shall appear on any local exchange telephone company (LEC) billings..
- e. Company shall be listed on the LEC billing if the LEC has multi-company billing ability.
- f. Company will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.
- g. Company will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
- h. Upon request, Company will transfer calls to other authorized interexchange Company or to the LEC, if billing can list the caller's actual origination point.
- i. Company will refuse operator services to traffic aggregators which block access to other Companies.
- j. Company will assure that traffic aggregators will post and display information including; (1) that Company is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange Companies.

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

3.4 Directory Assistance

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Directory Assistance allows the Customer to request the telephone number of a party located in another state or United States territory. It also provides for automatic call completion if requested. A per-call surcharge is assessed against the Customer for each call. The surcharge applies whether or not the Directory Assistance operator furnishes the requested telephone number(s), e.g., the requested number is unlisted, non-published, or no record can be found.

Directory Assistance Service gives the option of completing a call to the called station telephone number received from the operator without hanging up and originating a new call. A usage rate for call completion applies in addition to the per call surcharge if the caller accepts the offer. The call completion charge will not apply if the call cannot be completed.

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SECTION 4 - SERVICE RATES AND CHARGES Missouri Public  
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4.1 Calling Card Services

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Conversation minutes for Calling Card Services are billed in increments of one (1) minute subject to a minimum connect time (initial period) of one (1) minute.

	<u>Residential</u>	<u>Business</u>
Usage Charge (rate per minute)	\$ 0.20	\$0.15
Non-usage Charge (rate per call)	\$0.90	\$0.90

4.2 Operator Assistance Service

Conversation minutes for Operator Assistance Services are billed in increments of one (1) minute subject to a minimum connect time (initial Period) of one (1) minute.

Usage Charge (rate per minute)	\$0.59
Person-to-Person:	
Collect	\$4.90
Third Party	\$4.90
Sent Paid	\$4.90
Billed to LEC Card	\$4.90
Station-to-Station:	
Collect	\$3.45
Third Party	\$3.45
Sent Paid	\$3.45
Billed To LEC Card	\$3.45
Automated	\$1.25
Operator Dialed Call Placement (in addition to the above charges)	\$1.15

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SECTION 4 - SERVICE RATES AND CHARGES (CONNECTIONS)  
Missouri Public Service Commission

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4.4 Directory Assistance

Conversation minutes for Directory Assistance Services are billed in increments of one (1) minute subject to a minimum connect time (initial Period) of one (1) minute.

Usage Charge (rate per minute): (for call completion)	\$0.59
Non-usage Charge (rate per call):	
Without completion	\$0.45
With Completion	\$0.80

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