

LOCAL EXCHANGE SERVICES TARIFF

ADOPTION NOTICE

Nextlink Wireless, LLC hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, Missouri Tariff No. 1 filed with the Public Service Commission, State of Missouri, by LMDS Holdings, Inc.

Issued: May 18, 2012

Effective: May 28, 2012

Kelly Faul, Regulatory & External Affairs
13865 Sunrise Valley Drive
Herndon, VA 20171

CANCELLED
April 7, 2016
Missouri Public
Service Commission
LD-2016-0227; YL-2012-0753

FILED
Missouri Public
Service Commission
LN-2012-0393; YL-2012-0753

LOCAL EXCHANGE SERVICES TARIFF

TITLE PAGE

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

FOR

Nextlink Wireless, LLC

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Nextlink Wireless, LLC with principal offices at 13865 Sunrise Valley Drive, Herndon, VA 20171 for services furnished within the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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TITLE PAGE

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

FOR

LMDS Holdings, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by LMDS Holdings, Inc. with principal offices at 11111 Sunset Hills Road, Reston, VA 20190 for services furnished within the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: December 20, 2005

Effective: February 3, 2006

CANCELLED
May 28, 2012
Missouri Public
Service Commission
LN-2012-0393; YL-2012-0753
DC01/BARKK/241937.1

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Exhibit F

LOCAL EXCHANGE SERVICES TARIFF

TABLE OF CONTENTS

Section	Page
Title Page	1
Table of Contents	2
Statement of Competitive Carrier Status	3
Explanation of Symbols	4
Tariff Format	5
Application of Tariff	6
 SECTION 1 - EXPLANATION OF TERMS AND ABBREVIATIONS	 7
 SECTION 2 - RULES AND REGULATIONS	 9
2.1 Undertaking of the Company	9
2.2 Prohibited Uses	19
2.3 Obligations of the Customer	20
2.4 Customer Equipment and Channels	23
2.5 Payment Arrangements	25
2.6 Allowances for Interruptions of Service	32
2.7 Cancellation of Service / Termination Liability	36
2.8 Cancellation by Customer	37
2.9 Transfers and Assignments	37
2.10 Notices and Communications	38
2.11 Courtesy Credits	38
2.12 Missouri Universal Fund	39
2.13 Individual Case Basis (ICB) Arrangements	39
2.14 Taxes, Fees and Surcharges	39
 SECTION 3 – SERVICE DESCRIPTIONS AND RATES	 40
3.1 Broadband Wireless Service	40
3.2 Terrestrial DS1 Service	46

Issued: December 20, 2005

Effective: February 3, 2006

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LOCAL EXCHANGE SERVICES TARIFF

STATEMENT OF COMPETITIVE CARRIER STATUS

LMDS Holdings, Inc. operates as a competitive carrier in the State of Missouri for which the following statutory and regulatory requirements are waived:

Commission Rules

4 CSR 240-3.550(5)(c)	--	Exchange Boundary Maps
4 CSR 240-10.020	--	Depreciation fund income
4 CSR 240-30.040	--	Uniform system of accounts

Rule/Statute

Section 392.210.2	--	Uniform System of Accounts
Section 392.240(1)	--	Just & Reasonable Rates
Section 392.270	--	Property valuation
Section 392.280	--	Depreciation rates
Section 392.290	--	Issuance of securities
Section 392.300.2	--	Acquisition of Stocks
Section 392.310	--	Issuance of stocks and bonds
Section 392.320	--	Stock dividends
Section 392.330	--	Issuance of securities, debt and notes
Section 392.340	--	Reorganization

Issued: December 20, 2005

Effective: February 3, 2006

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LOCAL EXCHANGE SERVICES TARIFF

EXPLANATION OF SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C)** - To signify changed regulation.
- (D)** - To signify discontinued rate or regulation.
- (I)** - To signify increased rate.
- (M)** - To signify a move in the location of text.
- (N)** - To signify new rate or regulation.
- (R)** - To signify reduced rate.
- (S)** - To signify reissued matter.
- (T)** - To signify a change in text but no change in rate or regulation.

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MOL0500

LOCAL EXCHANGE SERVICES TARIFF

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- 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. Consult the Check Sheet for the sheet 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 Missouri PSC, an updated Check Sheet accompanies the tariff 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 will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages).

LOCAL EXCHANGE SERVICES TARIFF

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of local exchange telecommunications services by LMDS Holdings, Inc. (hereinafter the "Company") from its operating locations throughout the State of Missouri to business Customers. Service is furnished by means of wire, terrestrial microwave radio, optical fibers, satellite circuits or a combination thereof. Service is subject to transmission, atmospheric conditions and like conditions.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 1 – DEFINITIONS

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.

Broadband Wireless Access - Locations from which the Company is providing wireless transmission.

Circuit – A dedicated telecommunications facility provided by the Company to connect two Points of Interconnection as specified by the Customer in a Service Order. Circuits come in different types depending on the speed and data rates provisioned over the physical facilities of the Circuit (i.e., DS1, DS3, OCx, 5 Mbps, 10 Mbps). A Circuit may traverse more than one Link.

Company - LMDS Holdings, Inc., the issuer of this tariff, which is a Nevada corporation, or any of its affiliates which concur in this tariff.

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

Hub – A location used to aggregate multiple services and to interconnect traffic. Transport of information from a Hub to Remotes and vice versa occurs via Links. Transport is provided by line of sight technology which includes point to multipoint and point to point wireless technology.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IntraLATA Service - Service which originates and terminates within the same Local Access Transport Area (LATA).

InterLATA Service - Service which originates within one Local Access Transport Area (LATA) and terminates in a different LATA.

Link – A direct wireless connection between two physical locations using a single pair of microwave equipment.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 1 – DEFINITIONS, (CONT'D.)

Non-Recurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation or special fees for which the Customer becomes liable at the time the Service Order is executed.

Point of Interconnection – The point at which the Company's responsibility to provide equipment and service ends and the Customer's responsibility for the information begins, as specified in a Service Order.

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

Remote - An end point location which may serve as the termination point for various Circuit types. Transport of information from a Remote to a Hub and vice versa occurs via Links. Transport is provided by line of sight technology which includes point to multipoint or point to point wireless technology. If a site is used as an intermediate location in a chain of point to point services, both ends are defined as a Remote.

Service Order - The written request for communications 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 as set forth therein and pursuant to this tariff.

Site – A location from which radio transmission and reception equipment produces Links within a specific geographical area. A site may be Hub, Remote or Point of Interconnection.

Station - Denotes the network control signaling unit and any other equipment provided at the Customer's premises which enables a customer to establish communications connections and to effect communications through such connections.

United States - The 48 contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the US Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the 48 contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

User or End User - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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SECTION 2 – GENERAL REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to provide local exchange telecommunications services to business customers in accordance with the terms and conditions set forth in this tariff.

The rates and regulations contained in this tariff do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

2.1.2 Shortage of Equipment or Facilities

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

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, including facilities the Company may obtain from other carriers, to furnish service.

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

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions**

- 2.1.3.1** Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2.1.3.2** Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.3.3** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis, or as specified in the Service Order Agreement, at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which, by their nature, extend beyond the termination of the term of the service order shall survive such termination.
- 2.1.3.4** In any action between the parties to enforce any provision of this tariff, 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.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (cont'd.)**

2.1.3.5 Service may be terminated upon written notice to the Customer if:

- * the Customer is using the service in violation of this tariff, or
- * the Customer is using the service in violation of the law, or as set forth in this Tariff.

2.1.3.6 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or its agents. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section 2.1.3.7 below.

2.1.3.7 The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, except for normal wear and tear.

Customer agrees to reimburse the Company, upon demand, for any reasonable costs incurred by the Company due to the Customer's failure to comply with this provision.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company**

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

2.1.4.2 Except for the extension of allowances to the Customer for interruption in service as set forth in this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other state or 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; or strikes, lockouts, work stoppages, or other labor difficulties.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd)**

2.1.4.4 The Company shall not be liable for any claims for loss or damages involving any act or omission of (a) any entity furnishing to the Company or to the Company's Customers' facilities or equipment used in conjunction with services or facilities provided by the Company; or (b) common carriers or warehousemen.

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

2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or any other party, 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 section as a condition precedent to such installations.

2.1.4.7 The Company is not liable for any defacement of, or damage to, Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)**

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

2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than thirty (30) days after the date of the occurrence that gave rise to the claim.

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

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)**

2.1.4.11The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person, or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of service furnished by the Company at such locations.

2.1.4.12With respect to Telecommunications Relay Service (TRS), any service provided by the Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of the Company or any connecting carrier, the Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.

2.1.4.13The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed.

2.1.4.14The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

2.1.4.15The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

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

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

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

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

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

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

2.1.6.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. 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; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.7 Special Construction**

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

- (a) where Company facilities are not presently available, and Company agrees to construct those facilities;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a transmission link other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

Special Construction may be assessed for point to point or point to multipoint radio transmission and reception facilities. Such facilities may include, but are not limited to, radio transmission equipment, transmit and receive antennae, circuit equipment, and professional engineering services for design and construction of hub and/or remote terminal equipment including mounting of antennae, masts, and installation of transmission cable. Special construction charges will be determined on a case by case basis.

2.1.8 Ownership of Facilities

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

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- A.** The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B.** The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- C.** The Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 Customer Responsibilities**

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; by the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way including private or public easements, licenses, roof rights and conduit necessary for the installation and ongoing maintenance of wireless transmission and reception equipment including, but not limited to, roof top antennas, inside wiring and associated indoor equipment used to provide Network Services to the Customer from the Company's designated point of termination or property line to the location of the equipment space described in 2.3.1 (c). Any costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;

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April 7, 2016

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LD-2016-0227; YL-2012-0753

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 Customer Responsibilities, (cont'd.)**

- (e) providing a safe place to work and complying with all federal and state laws and regulations regarding the working conditions on any premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in or on any Customer premises or the right-of-way for which Customer is responsible in this tariff; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.2 Claims**

With respect to any service or facilities provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney 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, its employees, agents, representatives or invitees; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of Company services and facilities in a manner not contemplated by the agreement between Customer and the Company.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 In General**

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

2.4.2 Station Equipment

- A.** Customer-provided terminal equipment on the Customer Premises and the electric power consumed by such equipment shall be provided and maintained at the expense of the Customer.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or 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.

2.4.3 Interconnection of Facilities

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** The Company's service may be connected to the services or facilities of other communications companies only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications companies which are applicable to such connections.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.4 Inspection and Testing**

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** 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. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request, provide the Customer with technical parameters that the Customer's equipment must meet.

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DC01/BARKK/241937.1

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer or to authorized or joint users. For the purposes of this tariff, all rates are in U.S. dollars. If the Customer does not remit payment by the date as indicated on the invoice, the Company may impose a 1.5% finance charge.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges**

The Customer is responsible for the payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

The Company shall bill on a month-to-month basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued.

- A.** Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- B.** The Company shall present invoices for Recurring Charges monthly to the Customer. Recurring charges shall be due and payable within 30 days after the invoice is mailed to the Customer by the Company.
- C.** 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 action 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.
- D.** Billing of the Customer by the Company 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 this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company.

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DC01/BARKK/241937.1

MOL0500

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.3 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. 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 between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.4 Deposits

The Company does not collect deposits at this time.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.5 Discontinuance of Service**

- A.** Service may be disconnected after seven (7) days written notice for any of the following reasons:
- 1.** The Customer did not pay undisputed delinquent bills for local exchange services or paid a delinquent bill for local exchange services with any dishonored check.
 - 2.** The Customer failed to abide by the terms of a payment arrangement.
 - 3.** The Customer misrepresented the Customer=s identity for the purpose of obtaining telephone service.
 - 4.** The Company determines as prescribed by relevant state or other applicable standards that the Customer is willfully wasting or interfering with service through improper equipment or otherwise.
 - 5.** The Customer is using service(s) for which the Customer did not apply.
- B.** At least twenty-four (24) hours before actual termination, the Company will attempt to contact the Customer affected to apprise the Customer of the proposed termination action and steps to take to avoid or delay termination. Service will not be terminated in the event that a formal or informal complaint concerning termination is filed with the Commission.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.5 Discontinuance of Service, (cont'd.)**

- C.** Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- D.** Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company by law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- E.** Immediately and without notice, if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, the Company may discontinue service pursuant to this section. if:
 - (1)** the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s);
 - (2)** the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s);
 - (3)** the Customer states that it will not comply with, or fails to comply with, a request of the Company for security for the payment for service(s) in accordance with this tariff;

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MOL0500

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.5 Discontinuance of Service, (cont'd.)****E. (continued)**

- (4) the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used;
- (5) the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service;
- (6) the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (a) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff;
 - (b) using tricks, schemes, false credit devices, electronic devices; or
 - (c) any other fraudulent means or devices;
- (7) the Customer owes any sum thirty (30) days past due;
- (8) within seven (7) days of the date of written notice to the Customer that the Customer is not complying with any provision of this tariff, the noncompliance is not corrected

- F.** The discontinuance of service(s) by the Company pursuant to this Section 2.5.5 does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.6 Cancellation of Application for Service**

- A.** Applications for service cannot be canceled unless the Company otherwise agrees. Where the Company permits 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.
- B.** 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. In such case, 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 construction or arrangements.

The special charges described herein will be calculated and applied on a case-by-case-basis.

2.5.7 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.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service**

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

2.6.1 Credit for Interruptions

- A.** A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when a Customer reports a service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is repaired or is inoperative but the Customer declines to release it for testing and repair.
- B.** 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 thereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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MOL0500

 LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.1 Credit for Interruptions, (cont'd.)**

- C. A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances will be calculated as follows:

Interruptions of 24 hours or Less.

Length of Period to be Credited	Interruption Credit
Less than 15 minutes	None
15 minutes to, but not including, 3 hours	1/10 Day
3 hours up to, but not including, 6 hours	1/5 Day
6 hours up to, but not including, 9 hours	2/5 Day
9 hours up to, but not including, 12 hours	3/5 Day
12 hours up to, but not including, 15 hours	4/5 Day
15 hours up to, but not including, 24 hours	One Day

Two or more interruptions of 15 minutes or more during any 24-hour period shall be considered as one interruption.

Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credited will be allowed for any one-month period.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.2 Limitations on Allowances**

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of 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 due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company;
- (h) interruptions of service not reported to the Company within thirty (30) days of the date that service was affected.

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MOL0500

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.3 Use of an Alternative Service**

Should the Customer elect to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.6.4 Cancellation For Service Interruption

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

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.7 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of a term agreement, for any reason whatsoever other than a service interruption as defined in this tariff, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in this tariff.

2.7.1 Termination Liability

Unless otherwise specified in this tariff or in the customer's contract, the Customer's termination liability for cancellation of service shall be equal to:

- A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C.** all Recurring Charges specified in the applicable tariff for the balance of the then current term;
- D.** minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.8 Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.9 Transfers and Assignments

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

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MOL0500

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.10 Notices and Communications**

2.10.1 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.

2.10.2 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 Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.10.3 All notices or other communications required to be given pursuant to this tariff 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.

2.10.4 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.

2.11 Courtesy Credits

From time to time, the Company may grant credits against usage or recurring charges per Customer account, per monthly billing period, whenever the Company determines, in a nondiscriminatory manner, that such a credit is warranted due to consideration or disputes involving the delivery of past service to the Customer or account receiving the credit.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.12 Missouri Universal Fund**

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

2.13 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

2.14 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax, Municipal Tax, Gross Receipts Tax, E911 Surcharge, and Relay Missouri. Unless otherwise specified in this rate sheet, such taxes, fees and surcharges are in addition to rates as quoted in this rate sheet and will be itemized separately on Customer invoices. All charges and fees subject to MO PSC jurisdiction, except taxes and franchise fees, will be submitted to the MO PSC for prior approval.

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MOL0500

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.1 Broadband Wireless Service****3.1.1 Description of Service**

Broadband Wireless service is offered as a high capacity dedicated transmission facility available 24 hours per day, 7 days per week. Customers may commit to one, two or three year service terms. The minimum service period for Broadband Wireless services is one year. Should the Customer terminate service prior to the end of the term commitment, the Customer will be billed a termination charge equal to the monthly recurring charge times the number of months remaining in the term.

Broadband Wireless services is an intrastate interexchange service that provides dedicated wireless bandwidth between a Customer designated premises and a Company Point of Presence (POP). Dedicated wireless bandwidth is provisioned from a Company base station to a location selected by the Customer. The base station transmits and the hub equipment receives a point-to-point or point-to-multipoint transmission utilizing radio frequencies in the Local Multipoint Distribution Service (LMDS 27.5 to 31.225 GHz) spectrum. The entire usable bandwidth of the transmission path is available and dedicated to the Customer for their exclusive use. LMDS frequencies provide line-of-sight transmission and will not penetrate trees, walls, glass or other path-obstructing materials. The use of time-division multiple access (TDMA) and FDMA (frequency DMA) technology allows multiple customers within a 3-7 mile coverage radius to share the same radio channel (multipoint).

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MOL0500

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.1 Broadband Wireless Service, (Cont'd.)****3.1.2 Limitations**

Service will be provided subject to availability and where technical capabilities permit. The following limitations will apply to the provision of all Broadband Wireless services.

Broadband Wireless microwave equipment requires an unobstructed line-of-sight to a point of interconnection with the Company's base station. Actual data transmission rates depend on a number of factors, including, but not limited to the distance from the customer selected receive site to the Broadband Wireless transmission point. The customer shall be responsible for any and all costs associated with obtaining and maintaining rights-of-way at a receiver site, including costs of altering a structure to permit installation of Company provided facilities. Customer shall bear all such costs which will be charged by the Company subject to Customer's prior approval. The Company may require the Customer to demonstrate compliance with this section prior to accepting an order for service.

Service is offered subject to the availability of necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff. The obligation of Broadband Wireless to provide service is dependant upon its ability to procure, construct, and maintain facilities that are required to meet the customer's order for service. Broadband Wireless' provision of service through its own facilities requires the use of microwave transmit/receive equipment. The receive equipment must be attached to or located upon the customer's location, often on the roof of the building in which the customer premises is located. Broadband Wireless equipment cannot be installed on the rooftop without the consent of the building owner and/or property manager(s). In addition, Broadband Wireless equipment cannot be installed without access to the building's telephone closet(s), which may not be under the control of the customer or Broadband Wireless. Therefore, Broadband Wireless facilities-based services are subject to the availability of rooftop access and telephone closet access. Broadband Wireless will make all reasonable efforts to secure the necessary facilities.

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DC01/BARKK/241937.1

MOL0500

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.1 Broadband Wireless Service, (Cont'd.)****3.1.2 Limitations, (cont'd.)**

Broadband Wireless reserves the right to limit or to allocate the use of existing facilities when necessary due to lack of facilities, relevant resources, or causes beyond the Company's control.

Broadband Wireless does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.

The Customer shall ensure that its equipment and/or system is properly interfaced with Broadband Wireless facilities or services; that the signals emitted into Broadband Wireless network are of the proper mode, bandwidth, power, signal level or other technical parameters for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel or degrade service to other Customers.

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MOL0500

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.1 Broadband Wireless Service, (Cont'd.)****3.1.3 Wireless T-1**

Wireless T-1 is a Broadband Wireless managed service offering providing Customer a total turnkey transport product including: installation; 24 hour/7 day a week network monitoring, maintenance and network performance reporting; detailed billing; and, on-going post-sales support. A Customer purchases connectivity between a Company wireless base station and a remote hub site of its choosing. The Broadband Wireless customer can purchase fixed bandwidth on a single wireless sector on a PTP or PTMP basis in the following increments:

- 4 T-1s
- 6 T-1's
- 8 T-'s
- 10 T-1's
- 12 T-1's

3.1.4 Wireless Ethernet

Wireless Ethernet utilizes Broadband Wireless technology to deliver Layer-2, 10/100BaseT or faster metropolitan Ethernet connections or Dedicated Internet Access (DIA). The Wireless Ethernet product can be used to deliver end-to-end wireless connectivity utilizing standardized 10Mbps or 100Mbps Ethernet interfaces. Wireless Ethernet services can be configured as oversubscribed and unprotected if required by Broadband Wireless customers. Customers can oversubscribe the fixed amount of bandwidth sold/allocated at any rate up to the fixed amount of bandwidth sold/allocated and use the allocated bandwidth for any purpose. The Broadband Wireless customer can purchase fixed bandwidth on a single wireless sector on a point to point or point to multipoint basis in the following increments:

Wireless Ethernet

5 Mbps
10 Mbps
15 Mbps
20 Mbps

Dedicated Internet Access

5 Mbps
10 Mbps
20 Mbps

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.1 Broadband Wireless Service, (Cont'd.)****3.1.5 Rates and Charges**

Rates and charges for Broadband Wireless services are specified below. The Customer will be billed a fixed, flat Monthly Recurring Charge (MRC) for bandwidth in addition to a Non-Recurring Charge (NRC) for installation services provided at the same customer location. Additional Federal, State and Local taxes and Surcharges may also apply. Rates indicated below do not include sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges.

A. Rate Elements

- 1. Air Link.** - A monthly recurring Air Link rate element provides for the dedicated transmission media between a customer designated premise and the Company's Point of Presence. One Air Link charge applies for each transmission path and per each customer point of termination.
- 2. Port Charge** - A monthly recurring Port Charge rate element applies for each Wireless T1 or Wireless Ethernet port access connection to the Broadband Wireless network. The specified charge is billed per port per month for the dedicated bandwidth increments specified below. The monthly recurring Port Charge is based on the Committed Constant Bit Rate specified in the Service Agreement between Broadband Wireless and Customer. Data rates for Customer Ethernet traffic may not exceed the dedicated bandwidth set out in the Service Agreement. Burst charges may apply where Customer exceeds the Committed Constant Bit Rate specified in the Service Agreement

Issued: December 20, 2005

Effective: February 3, 2006

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April 7, 2016

Missouri Public
Service Commission

LD-2016-0227; YL-2012-0753

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 LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.1 Broadband Wireless Service, (Cont'd.)****3.1.5 Rates and Charges, (cont'd.)****B. Wireless T1 Rates**

	Monthly Recurring Charges		Non Recurring Charges	
	Air Link	Port	Air Link	Port
4 T-1s	\$300	\$120	\$1,500	\$1,500
6 T-1's	\$450	\$180	\$1,500	\$1,500
8 T-'s	\$600	\$240	\$1,500	\$1,500
10 T-1's	\$750	\$300	\$1,500	\$1,500
12 T-1's	\$890	\$360	\$1,500	\$1,500

C. Wireless Ethernet Rates

	Monthly Recurring Charges		Non Recurring Charges	
	Air Link	Port	Air Link	Port
5 Mbps	\$400	\$200	\$750	\$750
10 Mbps	\$525	\$200	\$750	\$750
15 Mbps	\$850	\$200	\$750	\$750
20 Mbps	\$1,600	\$200	\$750	\$750

D. Dedicated Internet Access Rates

	Monthly Recurring Charges		Non Recurring Charges	
	Air Link	Port	Air Link	Port
5 Mbps	\$775	\$200	\$750	\$750
10 Mbps	\$1,300	\$200	\$750	\$750
20 Mbps	\$2,050	\$200	\$750	\$750

 Issued: December 20, 2005

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SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.2 3.2 Terrestrial DS1 Service**

Terrestrial DS1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having signal format of either Alternate Mark Inversion (AMI) or Bipolar 8 Zero Substitution (B8ZS) and either Super frame (D4) or Extended Super frame formats. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services. AMI can support 24 56Kpbs channels and B8ZS can support 24 64Kbps channels.

Terrestrial DS1 voice loop monthly recurring charge	ICB
Terrestrial DS1 voice loop install charge	ICB

Issued: December 20, 2005

Effective: February 3, 2006

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