

REC'D SEP 29 2000

2.3.3. Payment and Billing

The customer is responsible for payment of all regulated charges for service furnished.

- A. Service is provided and billed in arrears on a monthly (30 days) basis.
- B. The customer shall have at least 21 days from the rendition of a bill to pay the charges at which time the charges become delinquent. Invoices not paid within twenty-one (21) days are subject to late charges and interest with interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past or currently due amounts may result in termination of service as described in this Tariff. Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter.
- C. The Company may require a deposit if the customer is unable to establish a good credit rating, or if the customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months' service based on the average bill during the preceding twelve months or in the case of new applicants, two months' average monthly bill for all subscribers within a customer class. The deposit shall bear interest at a rate which is equal to one percent (1%) above the prime lending rate as published in the Wall Street Journal. This rate shall be adjusted annually on December 1 using the prime lending rate, as published in the Wall Street Journal on the last business day of September of each year, plus one percent (1%). The interest shall be credited annually upon the account of the customer or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the customer. (C)
- D. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or service connection charges, which may be applicable to the customer's account on the first bill rendered. (C)
- E. The Company will maintain records of all pertinent information with regard to each deposit held. (N)
- F. The Company will provide within ten (10) days of a customer request a receipt that contains information pertinent to that deposit. (N)

2.4. OBLIGATIONS OF THE COMPANY

2.4.1. Undertakings

The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnishes to the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.

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Bill Rohde, Vice-President & General Manager
P.O. Box 5
Hurdland, Missouri 63547

Mark Twain Long Distance, Inc.

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2.3.3. Payment and Billing

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The customer is responsible for payment of all regulated charges for service furnished.

- A. Service is provided and billed in arrears on a monthly (30 days) basis.
- B. The customer shall have at least 21 days from the rendition of a bill to pay the charges at which time the charges become delinquent. Invoices not paid within twenty-one (21) days are subject to late charges and interest with interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past or currently due amounts may result in termination of service as described in this Tariff. Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter.
- C. The Company may require a deposit if the customer is unable to establish a good credit rating, or if the customer has disputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months' service based on the average bill during the preceding twelve months or in the case of new applicants, two months' average monthly bill for all subscribers within a customer class. The deposit shall bear interest at a rate of 9% simple interest per annum, and will be returned upon satisfactory payment of all undisputed charges during the last 12 billing periods, or discontinuance of service.
- D. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or service connection charges, which will be applicable to the customer's account on the first bill rendered.

2.4. OBLIGATIONS OF THE COMPANY2.4.1. Undertakings

The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnishes to the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.

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MISSOURI

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Public Service Commission

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2.9. SERVICE CANCELLATIONSBY 152 R S 16
Public Service Commissioner
MISSOURI

JUN 12 1998

2.9.1. Discontinuance of Service by the Company

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The Company may discontinue the service under the following circumstances, provided suitable notice has been given to the customer, as required:

- (A) Non-Payment of any sum due to the Company for service for more than twenty-eight (28) days beyond the date of rendition for the bill for such service;
- (B) A violation of or failure to comply with any regulation governing the furnishing of service; or
- (C) An order of a court or other government authority having jurisdiction which prohibits the Company from furnishing service; or
- (D) Failure to post a required deposit; or
- (E) Material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of the company constitutes fraud or abuse.

2.9.2. Alerting the Customer Regarding Service Termination

Service shall not be disconnected 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. At least 24 hours preceding discontinuance, a reasonable effort shall be made to contact the customer to advise him of the proposed discontinuance and what steps must be taken to avoid it.

2.9.3. Cancellation of Service by the Customer Prior to End of the Contract Period

When the Customer cancels the service prior to the end of the term of the contract, the Customer may be required to pay a cancellation charge in the amount specified in the contract between the Customer and the Company.

2.9.4. Cancellation of Application for Service

Where the prospective Customer cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Customer. Where the installation of Facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of facilities for a Customer is considered to have started from the latest contract date or when the Company incurs any expense in connection therewith, whichever occurs earlier.

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Mark Twain Long Distance, Inc.

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2.10. SERVICE INTERRUPTIONS (Cont'd)

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2.10.4. Credits (Cont'd)

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- D. The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues.

2.11. AVAILABILITY OF SERVICE/FACILITIES FOR MAINTENANCE, TESTING AND ADJUSTMENT

- 2.11.1. Upon reasonable notice, Mark Twain Long Distance, Inc. reserves the right of entrance for its employees, agents, or contractors to the premises of the customer for the purpose of installing, inspecting, repairing, or general maintenance of the service or facilities of Mark Twain Long Distance, Inc. It is the responsibility of the customer to make necessary arrangements for entrance of Mark Twain Long Distance, Inc.'s employees, agents, or contractors. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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Mark Twain Long Distance, Inc.

Original Sheet 19

RECEIVED**JUN 12 1998****SECTION 3 - DESCRIPTION OF SERVICES AND RATES****MO. PUBLIC SERVICE COMM****3.1. Mark Twain Long Distance, Inc. Message Toll Service (MTS)**

- 3.1.1. Mark Twain Long Distance, Inc. MTS Service is a switched access service with a percentage discount based on volume. Discount applies from dollar one. Usage is billed in one minute increments.

Rate:

Peak:	\$.24 per minute
Off-Peak and Weekend:	\$.17 per minute

<u>Monthly Billing Volume:</u>	<u>Percent Discount:</u>
--------------------------------	--------------------------

\$20 - \$49.99	5% off
\$50 - \$99.99	7% off
Over \$100	10% off

3.2. Mark Twain Long Distance, Inc. Travel Card Service

- 3.2.1. Mark Twain Long Distance, Inc.'s Travel Card Service is a special travel feature whereby a Mark Twain Long Distance, Inc. customer may access the network by dialing Mark Twain Long Distance Inc.'s 800 number. Customers are issued a personalized Mark Twain Long Distance, Inc. Travel Card which contains an authorization code identifying them as a Travel Card customer. The service includes a per call surcharge as listed below.

Per minute charge:	\$.30 per minute
--------------------	-------------------

Travel Card surcharge:	\$.30 per call
------------------------	-----------------

3.3. PSP Surcharge

A surcharge applies on all completed intrastate toll-free and 10XXX/101XXXX access code calls, including any 800/888 or travel card calls, originating from a pay telephone. This surcharge is applied in addition to any other applicable service charges or surcharges. The surcharge does not apply to: calls paid for by inserting coins at the pay telephone; calls placed from stations other than a pay telephone.

PSP Surcharge Rate:	\$.35 per call
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Mark Twain Long Distance, Inc.

Original Sheet 22

RECEIVED**JUN 12 1998**3.6. Optional Calling Plan

A. Residence Plan:

MO. PUBLIC SERVICE COMM

1. Optional calling plan that charges flat-rate per minute usage rates for Direct Dialed (1+) calls for customers who request the plan either in writing, in person or by phone.

Rate: \$.15 per minute
 Monthly charge: \$ 5.95 per month

B. Business Plan:

1. Optional calling plan that charges flat-rate per minute usage rates for Direct Dialed (1+) calls for customers who request the plan either in writing, in person or by phone.

Rate: \$.15 per minute
 Monthly charge: \$ 5.95 per minute

3.7. Mark Twain Long Distance, Inc. Dedicated Interexchange Digital Private Line Service

- 3.7.1. Digital transmission facilities between Mark Twain Long Distance, Inc. service points which when connected with dedicated access to customer locations, allows for communications between locations of the customer, or his authorized user. These combined facilities are utilized on a dedicated (non-switch) basis between two or more customer locations, as specified by the customer.

3.7.2. Voice Grade Facility

Two point effective two/four wire voice grade analog or 64 Kbps digital interface (digitalized voice or otherwise compatible 64 Kbps bit stream facility)

Rate: \$ ICB

DS1/1.544 Mbps Facility

Two point digital interface operating at 1.544 Mbps, which may be furnished on either a channelized or non-channelized basis

Rate: \$ ICB

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Public Service Commission

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CELL FIVE CORPORATION

Original Sheet No. 1

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MAY 19 1995

TARIFF
of
CELL FIVE CORPORATION

MO. PUBLIC SERVICE COMM.

This Tariff, filed with the Missouri Public Service Commission, contains the rates, terms and conditions applicable to the provision of competitive interexchange intrastate telecommunications services in the State of Missouri by Cell Five Corporation. 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.

*Adopted
by
Mark Tuxin*

**CANCELLED**

JUL 16 1998

By CSRS#1
 Public Service Commission
 MISSOURI

Notice: Pursuant to Case No. TA-95-328, the Missouri Public Service Commission has classified Cell Five Corporation and its services as competitive under the provisions of Ch. 392, RSMo., and waived the following statutes and rules: 392.240(1); 392.270; 392.280; 392.290; 392.310; 392.320; 392.330; 392.340; 4 CSR 240-10.020; 4 CSR 240-30.010(2)(C); 4 CSR 240-32.030(1)(B); 4 CSR 240-32.030(1)(C); 4 CSR 240-32.030(2); 4 CSR 240-32.050(3-5); 4 CSR 240-32.070(4); and 4 CSR 240-33.030.

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Issued: May 19, 1995

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 General Manager
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Effective: June 18, 1995 Missouri Public Service Commission

CELL FIVE CORPORATION

Original Sheet No. 2

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1. EXPLANATION OF SYMBOLS

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

MAY 19 1995

- (C) to signify changed rules or regulation*
- (D) to signify discontinued rate or regulation
- (I) to signify increased regulation
- (M) to signify matter relocated without change
- (N) to signify new rate or regulation
- (R) to signify reduced regulation
- (S) to signify reissued material
- (T) to signify a change in text but no change in rate or regulation
- (Z) to signify a correction

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By LSRS #4
Public Service Commission
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- * When used in reference to a rate, the symbol (C) indicates that a change in the method of applying a rate which will result in either an increase or a decrease for certain customers.

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2. APPLICATION OF TARIFF

MAY 19 1995

The service rates and regulations set forth in this Tariff are generally applicable to the provision of interexchange intrastate telecommunications services by Cell Five Corporation (the "Company"). The Company may from time to time and in particular circumstances provide discounts or promotional offerings or otherwise waive or modify these general rates and regulations for potential customers, in conformance with this Tariff and the rules, regulations, and orders of the Commission.

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3. DEFINITIONS

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise requires:

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By ISRS #5
Public Service Commission
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Bit - The smallest unit of information in the binary system of notation.

Building - The term "same building" is to be interpreted to mean a structure under one roof or two or more structures on one premise which are connected by an enclosed or covered passageway. In no case, can conduit be considered as an enclosed passageway nor buildings connected by a covered public mall be the "same building".

Circuit - A communications path of a specific bandwidth or transmission speed between two or more points of termination.

Connecting Arrangement - The equipment provided by the Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Company.

Customer - The person, firm, corporation or other legal entity which contracts with the Company to receive telecommunications services from the Company.

Customer-provided Terminal Equipment - Devices, apparatus and their associated wiring provided by a customer which are used with the network facilities or other equipment furnished by the Company.

Exchange - A geographical area for the administration of telecommunications services, established and described by the tariff of a telecommunications company providing basic local telecommunications service.

Facilities - All Company-owned or operated equipment and cable facilities used to provide telecommunications services.

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3. DEFINITIONS (Cont'd)

MAY 19 1995

Individual Case Basis - A service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the case.

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Interexchange Service - Telecommunications service between points in two or more exchanges.

Network Interface - A point on a customer's premises where the network service is electrically terminated. This physical interface or demarcation point is a standard registration jack or its equivalent which provides electrical isolation between the Company network and customer premises services. This interface may be audio, video, and/or data originations or terminations designated appropriately on the Company provided equipment.

Premises - A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

Private Line Service - An unswitched full-time transmission service utilizing the Company Facilities to connect two or more designated Customer or User locations.

Registered - Denotes equipment which complies with and has been approved within the registration provisions of the Federal Communications Commission's Rules and Regulations.

Terminating Facilities - All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Company's network and provides a point of interface/connection to which the Customer can connect its equipment. This may include electronic equipment, cable, wiring, connecting panels and blocks.

User - A person, firm, or corporation designated as a user of common carrier services furnished to the Customer. A User must be specifically named in the Customer's application for services.

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CELL FIVE CORPORATION

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4. PROVISION OF SERVICE

The Company shall provide service to Customers which enter into a written contract with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this Tariff. Contract terms not specifically governed by this Tariff will be individual negotiated with each prospective Customer. The Company will not provide services to any Customer until a contract has been executed.

MO. PUBLIC SERVICE COMM.

5. OBLIGATIONS OF CUSTOMERA. Conditions for Use:

Service may be used for the transmission of information of the Customer provided that:

1. The Customer has entered into a written contract with the Company;
2. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Customer, upon request, shall furnish such information and access to its locations(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of the Tariff and the contract entered into between the Customer and the Company.

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B. General Obligations:

The Customer shall be responsible for:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.
2. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or their agents.
3. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.
4. The provision of the power, wiring, and outlets required to operate the Facilities installed on the Customer's or User's Premises.

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By LSFRS#7
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5. OBLIGATIONS OF CUSTOMER (Cont'd)

MAY 19 1995

B. General Obligations (Cont'd)

MO. PUBLIC SERVICE COMM.

5. Providing, maintaining and installing all terminal equipment on the Customer premises side of the network interface. The Customer shall assure that the equipment does not cause electrical hazards to Company equipment, personnel or damage the Company-provided facilities or network terminating equipment. The Customer-provided equipment shall meet applicable Federal Communications Commission's Rules and Regulations and will allow for the testing of Company Facilities.
6. Providing necessary easements or rights of way on its property to allow the Company to install its facilities to the customers location.
7. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the Facilities.
8. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
9. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of an agent's authority shall not be binding on the Company.
10. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.

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JUL 16 1998

C. Payment of Rates and Charges:By LSR 8
Public Service Commission
MISSOURI

1. The Customer is responsible for payment of all rates and charges as specified in this Tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. Unless otherwise designated by the contract with the Customer, the Company will submit invoices to the Customer by the fifteenth of each month, which are due and payable upon receipt at the Customer's general office or at such other places as may be designated by the customer. Invoices not paid within thirty (30) days are subject to late charges and interest with interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past or currently due amounts may result in termination of service as described in Section 13 of this Tariff. Any billing errors shall be adjusted to the know date of error or for a period of one year, whichever is shorter.

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5. OBLIGATIONS OF CUSTOMER (Cont'd)

MAY 19 1995

C. Payment of Rates and Charges (Cont'd)

2. There shall be added to the Customer's bill a surcharge equal to the pro rata share of any franchise, occupation, business, license, excise, privilege or other similar tax, fee or charge now or hereafter imposed upon the Company by any taxing body or authority, whether by statute, ordinance, law or otherwise in the provision of any service.

MO. PUBLIC SERVICE COMM.

6. OBLIGATIONS OF THE COMPANYA. Undertakings

The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnishes to the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.

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JUL 16 1993

B. Limitations

The Company shall not be responsible for installation, operation or maintenance of any Terminating Facilities or communications systems purchased or connected to service by a Customer, unless otherwise specified in the contract entered into between the Customer and the Company. Service is not represented as adapted to the use of any specific equipment or system. The responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the facilities of the Company and is therefore subject to the availability of such facilities.

By SPRS#9
Public Service Commission
MISSOURI

C. Liability and Indemnification

1. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Customer or User as a result of any service provided by the Company or use of the Facilities, or the acts, omissions or negligence of the Company's employees or agents.

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6. OBLIGATIONS OF THE COMPANY (Cont'd)

MAY 19 1995

C. Liability and Indemnification (Cont'd)

MO. PUBLIC SERVICE COMM.

2. The sole remedy for a Customer or User with respect to failure to exercise reasonable supervision shall in no event exceed and amount equivalent to the credit for a service interruption specified in the contract between the Company and the Customer or User.
3. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location or use of said equipment so provided.
4. The Company shall not be liable for any defacement of or damage to the Premises of a Customer or User resulting from the furnishing of Facilities or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.
5. The Company shall be indemnified and saved harmless by the Customer or User against:
 - (a) Claims for libel, slander, and infringement or copyright arising from the material transmitted over the Facilities.
 - (b) Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Customer or User; and
 - (c) All other claims arising out of any act or omission of the Customer or User or their agents in connection with the Facilities, or information transmitted over the Facilities.

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RECEIVED6. OBLIGATIONS OF THE COMPANY (Cont'd)

MAY 19 1995

D. Provision of Facilities

1. Upon agreement between the Company and the Customer, the Company will provide all Facilities necessary for service.
2. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Customer.

MO. PUBLIC SERVICE COMM.

7. SERVICE PERIOD

The period for which service will be provided by the company to the Customer or User shall be the period specified in the contract between the Customer and the Company.

CANCELLED8. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

The Company may, in response to a bona fide request from a Customer or User or potential Customer or User, develop a bid for a special service arrangement not currently offered by the Company. An Individual Case Basis arrangement will be offered to the Customer for acceptance in writing. Such Individual Case Basis arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service.

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By KSRS #11
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9. SPECIAL CONSTRUCTION

Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the Company at the request of the Customer or User and upon determination by the Company that such charge should apply in that particular instance.

A. Survey and Design

Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Customer may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Customer, and the appropriate charges thereof. Failure to agree on the performance of such studies, the acceptability thereof, or the charges thereof, shall constitute grounds for denial of the requested service by the Company.

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9. SPECIAL CONSTRUCTION (Cont'd)

MAY 19 1995

B. Charges for Special Construction

MO. PUBLIC SERVICE COMM.

All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Customer, and shall be the responsibility of the customer, regardless of the projected charges for the provision of service by the Company.

10. SERVICE OFFERINGS

The Company will provide point-to-point and point-to-multipoint, Private Line Services connecting a Customer's or User's locations to one another.

11. SERVICE RATES

The rates charged by the Company for the provision of its services to Customers or Users will be offered on an Individual Case Basis and will be structured to recover the Company's costs of providing such services. The terms of specific Individual Case Basis contracts will be made available to the Commission upon request on a proprietary basis.

CANCELLED

12. SPECIAL CHARGES

JUL 16 1998

A. Out-of-Normal Work hours:

By ISTRS#12
Public Service Commission
MISSOURI

The charges specified in this Section do not contemplate work being performed by Company employees at a time when overtime wages apply, due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests that labor be performed at hours of the day or days of the week other than during normal working hours or days (9:00 a.m. to 5:00 p.m., Monday through Friday), or during holidays, or if the Customer interrupts work once begun, an additional charge may be imposed, equal to the actual higher costs incurred by the Company for overtime and materials.

B. Maintenance and Service Charge:

The Customer may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer or User, or when failure in the Company's equipment or facilities is attributable to the Customer or User or their agents. Said cost shall be based upon the current labor rates and material costs of the Company in effect at the time of the visit.

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RECEIVED**13. SERVICE CANCELLATIONS****MAY 19 1995****A. Discontinuance of Service by the Company:****MO. PUBLIC SERVICE COMM.**

The Company, by such written notice to the Customer as specified in the contract between the Customer and the Company, may discontinue furnishing service without incurring any liability beyond that stated in the contract, upon:

1. Non-payment of any sum due to the Company by a Customer; or
2. A breach of any of customer's representations or warranties contained in the contract between the Customer and the Company, or a violation by the Customer of any term or condition governing the furnishing of service as specified in this Tariff or in the contract for service between the Customer and the Company.

B. Cancellation of Service by the Customer Prior to End of the Contract Period:**CANCELLED**

When the Customer cancels the service prior to the end of the term of the contract, the Customer may be required to pay a cancellation charge in the amount specified in the contract between the Customer and the Company.

JUL 16 1995**C. Cancellation of Application for Service:**

By SPRS#13
Public Service Commission
MISSOURI

Where the prospective Customer cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Customer. Where the installation of Facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of facilities for a Customer is considered to have started from the latest contract date or when the Company incurs any expense in connection therewith, whichever occurs earlier.

14. SERVICE INTERRUPTIONS**A. General:**

The Company agrees to use its best efforts to assure continuous full time operation of the service. The Customer is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuit is effectively unusable.

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RECEIVED14. SERVICE INTERRUPTIONS (Cont'd)

MAY 19 1995

B. Service Restoration:

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The Company agrees to use its best efforts to respond to the Customer's reasonable request for maintenance in connection with the service as soon as reasonable possible. The Company shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Company by the Customer. The Company agrees to use its best efforts to minimize the duration of any service interruption.

C. Liability:

The Company shall not be liable for any incidental, indirect or consequential damages as the result of any service interruption.

D. Credits:

The amount of credit for any service interruption, if any, shall be specified in the contract between the Customer and the Company.

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