

SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)

(T)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

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Customers must select one of the fourteen MMCs set forth in the following table or a month-to-month option with no MMC:

Tier No.	Minimum Monthly Revenue Commitment
1	\$100
2	\$250
3	\$500
4	\$1,000
5	\$2,000
6	\$3,000
7	\$4,000
8	\$5,000
9	\$7,000
10	\$10,000
11	\$15,000
12	\$20,000
13	\$25,000
14	\$35,000

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

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Some material that originally appeared on this Page now appears on Page 97.1

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BellSouth Long Distance, Inc.
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Missouri Public
Service Commission
JX-2012-0533

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Missouri Public
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MOi0701

SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

The BellSouth® Business Class Family of Services offers contract terms of 1, 2, 3, 4 or 5 years. After selecting a contract term, the Customer selects a MMC that must be met during each Monthly Period (as hereinafter defined) of the term. Customers must select one of the fourteen MMCs set forth in the following table or a month-to-month option with no MMC:

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Tier No.	Minimum Monthly Revenue Commitment
1	\$100
2	\$250
3	\$500
4	\$1,000
5	\$2,000
6	\$3,000
7	\$4,000
8	\$5,000
9	\$7,000
10	\$10,000
11	\$15,000
12	\$20,000
13	CANCELLED
14	\$35,000

August 1, 2005

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SECTION 9.0 - INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

The BellSouth® Business Class Family of Services offers contract terms of 1, 2, 3, 4 or 5 years. After selecting a contract term, the Customer selects an MMC that must be met during each Monthly Period (as hereinafter defined) of the term. A shortfall penalty applies when the Customer does not meet the package MMC. Customers must select one of the fourteen MMCs set forth in the following table:

Tier No.	Minimum Monthly Revenue Commitment
1	\$100
2	\$250
3	\$500
4	\$1,000
5	\$2,000
6	\$3,000
7	\$4,000
8	\$5,000
9	\$7,000
10	\$10,000
11	\$15,000
12	\$20,000
13	\$25,000
14	\$35,000

Missouri Public
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Service Commission

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)

(T)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

Monthly Revenue used to determine an MMC shall be the aggregate amount charged by the Company to the Customer for the Contributory Services listed in this tariff. Monthly Revenue is calculated prior to the application of any discounts except for BellSouth® Long Distance Private Line service and BellSouth® Dedicated Access service which are aggregated net discounts.

(A) The following charges will be excluded from the calculation of Monthly Revenue:

- (1)** Any Dedicated Access service charges imposed by third parties
- (2)** Any monthly charges not listed in the immediately preceding paragraph
- (3)** Non-recurring charges
- (4)** Taxes
- (5)** Surcharges (Directory Assistance, Operator Services and Payphone charges are not surcharges)
- (6)** Service charges for Operator Services
- (7)** Payphone charges

When the Customer's total Monthly Revenue for BellSouth® Business Class Family of Services falls below the MMC during any Monthly Period of the term, the Customer shall be billed for and must pay the MMC at the end of that month.

The Company will allow a three-month ramp-up period during which the Customer's Monthly Revenue will not be subject to the MMC. Discounts will apply during this three-month period if the Customer does meet the MMC.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)**9.2 BellSouth® Business Class Family of Services, (Cont'd.)****9.2.1 Description, (cont'd.)**

Monthly Revenue used to determine an MMC shall be the aggregate amount charged by the Company to the Customer for the Contributory Services listed in this tariff. Monthly Revenue is calculated prior to the application of any discounts except for BellSouth® Long Distance Private Line service and BellSouth® Dedicated Access service which are aggregated net discounts.

(A) The following charges will be excluded from the calculation of Monthly Revenue:

- (1) Any Dedicated Access service charges imposed by third parties
- (2) Any monthly charges not listed in the immediately preceding paragraph
- (3) Non-recurring charges
- (4) Taxes
- (5) Surcharges (Directory Assistance, Operator Services and Payphone charges are not surcharges)
- (6) Service charges for Operator Services
- (7) Payphone charges

(T)

When the Customer's total Monthly Revenue for BellSouth® Business Class Family of Services falls below the MMC during any Monthly Period of the term, the Customer shall be billed for and must pay the MMC at the end of that month.

The Company will allow a three-month ramp-up period during which the Customer's Monthly Revenue will not be subject to the MMC. Discounts will apply during this three-month period if the Customer does meet the MMC.

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SECTION 9.0 - INTEGRATED SERVICE PACKAGES, (CONT'D.)

Missouri Public

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

REC'D MAY 17 2002 (N)

9.2.1 Description, (cont'd.)

Service Commission

Monthly Revenue used to determine an MMC shall be the aggregate amount charged by the Company to the Customer for the Contributory Services listed in this tariff. Monthly Revenue is calculated prior to the application of any discounts except for BellSouth® Long Distance Private Line service and BellSouth® Dedicated Access service which are aggregated net discounts.

(A) The following charges will be excluded from the calculation of Monthly Revenue:

- (1) Any Dedicated Access service charges imposed by third parties
- (2) Any monthly charges not listed in the immediately preceding paragraph.
- (3) Non-recurring charges
- (4) Taxes
- (5) Surcharges (Directory Assistance, Operator Services and Payphone charges are not surcharges)
- (6) Service charges for Operator Services
- (7) Payphone charges

When the Customer's total Monthly Revenue for BellSouth® Business Class Family of Services falls below the MMC during any Monthly Period of the term, the Customer shall be billed for and must pay the MMC at the end of that month.

The Company will allow a three-month ramp-up period during which the Customer's Monthly Revenue will not be subject to the MMC. Discounts will apply during this three-month period if the Customer does meet the MMC.

(N)

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Public Service Commission
MISSOURI

Missouri Public

FILED JUN 16 2002

Service Commission

SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)

(T)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

When a Customer signs a BellSouth® Business Class Family of Services agreement and cannot satisfy the MMC due to an installation delay, if such delay was beyond either the Company's or the Customer's sole control or a force majeure event beyond the Customer's control, including but not limited to acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, acts of terrorism, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies; then the Company will waive that portion of the Customer's MMC that directly results from such a force majeure event, subject to the following limitations.

To request a MMC waiver under the above provision, the Customer must notify the Company in writing within 30 days of the conclusion of each event for which a MMC waiver may be requested; and provide the Company with a written MMC waiver request within 45 days of each affected month.

The Customer must not be in material breach of the BellSouth® Business Class Family of Services agreement and must have satisfied all of the conditions in such agreement to receive a MMC waiver adjustment. The Company will waive the Customer's MMC for the affected period only. The Customer's MMC will not be waived for any other purpose or period. Any adjustment in excess of 10% of the Customer's MMC may depend on the Customer's agreement to extend the term for a period equal to the number of months in the term affected by the force majeure event, or installation delay, if the delay was beyond either the Company's or Customer's sole control.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

When a Customer signs a BellSouth® Business Class Family of Services agreement and cannot satisfy the MMC due to an installation delay, if such delay was beyond either the Company's or the Customer's sole control or a force majeure event beyond the Customer's control, including but not limited to acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, acts of terrorism, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies; then the Company will waive that portion of the Customer's MMC that directly results from such a force majeure event, subject to the following limitations.

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To request a MMC waiver under the above provision, the Customer must notify the Company in writing within 30 days of the conclusion of each event for which a MMC waiver may be requested; and provide the Company with a written MMC waiver request within 45 days of each affected month.

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The Customer must not be in material breach of the BellSouth® Business Class Family of Services agreement and must have satisfied all of the conditions in such agreement to receive a MMC waiver adjustment. The Company will waive the Customer's MMC for the affected period only. The Customer's MMC will not be waived for any other purpose or period. Any adjustment in excess of 10% of the Customer's MMC may depend on the Customer's agreement to extend the term for a period equal to the number of months in the term affected by the force majeure event, or installation delay, if the delay was beyond either the Company's or Customer's sole control.

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SECTION 9.0 - INTEGRATED SERVICE PACKAGES, (CONT'D.)

Missouri Public

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

Service Commission

9.2.1 Description, (cont'd.)

When a Customer signs a BellSouth® Business Class Family of Services agreement and cannot satisfy the MMC due to an installation delay, if such delay was beyond either the Company's or the Customer's sole control or a force majeure event beyond the Customer's control, including but not limited to acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies; then the Company will waive that portion of the Customer's shortfall liability that directly results from such a force majeure event, subject to the following limitations.

To request a shortfall liability waiver under the above provision, the Customer must notify the Company in writing within 30 days of the conclusion of each event for which a shortfall liability waiver may be requested; and provide the Company with a written shortfall liability waiver request within 45 days of each affected month.

The Customer must not be in material breach of the BellSouth® Business Class Family of Services agreement and must have satisfied all of the conditions in such agreement to receive a shortfall liability waiver adjustment. The Company will waive the Customer's shortfall liability for the affected period only. The Customer's shortfall liability will not be waived for any other purpose or period. Any adjustment in excess of 10% of the Customer's MMC may depend on the Customer's agreement to extend the term for a period equal to the number of months in the term affected by the force majeure event, or installation delay, if the delay was beyond either the Company's or Customer's sole control.

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)

(T)

9.2 BellSouth[®] Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

If a Customer terminates a BellSouth[®] Business Class Family of Services agreement prior to completion of the Term, the Customer shall be responsible for early termination charges calculated by taking the sum of:

- (1) An amount equivalent to the greater of the MMC or actual Monthly Revenue, from Contributory Services listed in Section 9.2.2, generated during the monthly period in which the Customer terminates the agreement; plus
- (2) Fifty percent (50%) of the Monthly Revenue Minimum, multiplied by the number of remaining monthly periods (not including the current monthly period), if any, remaining in the then-effective contract term; plus
- (3) Any applicable third party early termination or related charges or penalties incurred by the Company as a result of early termination by the Customer.

All terms and conditions stated in Section 11 (Contracts For Service) of this tariff will apply to BellSouth[®] Business Class Family of Services agreements between the Customer and the Company.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

(T)
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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth[®] Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

If a Customer terminates a BellSouth[®] Business Class Family of Services agreement prior to completion of the Term, the Customer shall be responsible for early termination charges calculated by taking the sum of:

- (1) An amount equivalent to the greater of the MMC or actual Monthly Revenue, from Contributory Services listed in Section 9.2.2, generated during the monthly period in which the Customer terminates the agreement; plus
- (2) Fifty percent (50%) of the Monthly Revenue Minimum, multiplied by the number of remaining monthly periods (not including the current monthly period), if any, remaining in the then-effective contract term; plus
- (3) Any applicable third party early termination or related charges or penalties incurred by the Company as a result of early termination by the Customer.

All terms and conditions stated in Section 11 (Contracts For Service) of this tariff will apply to BellSouth[®] Business Class Family of Services agreements between the Customer and the Company.

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SECTION 9.0 - INTEGRATED SERVICE PACKAGES, (CONT'D.)

Missouri Public

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

REC'D MAY 17 2002 (N)

9.2.1 Description, (cont'd.)

Service Commission

If a Customer terminates a BellSouth® Business Class Family of Services agreement prior to completion of the Term, the Customer shall be responsible for early termination charges calculated by taking the sum of:

- (1) An amount equivalent to the greater of the MMC or actual Monthly Revenue, from Contributory Services listed in Section 9.2.2, generated during the monthly period in which the Customer terminates the agreement; plus
- (2) Fifty percent (50%) of the Monthly Revenue Minimum, multiplied by the number of remaining monthly periods (not including the current monthly period), if any, remaining in the then-effective contract term; plus
- (3) Any applicable third party early termination or related charges or penalties incurred by the Company as a result of early termination by the Customer.

All terms and conditions stated in Section 11 (Contracts For Service) of this Tariff will apply to BellSouth Business Class Family of Services agreements between the Customer and the Company.

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.1 Description, (cont'd.)

Existing Contracted Customer Service Migration/ Early Termination Policy

(T)

Provided (a) Customer is migrating existing BellSouth Long Distance Services to like Services from a Company affiliate at equivalent or greater volumes, speed/capacity, and monthly recurring charges compared to the existing Services being terminated, and such like services are ordered under a Term at least as long as the time remaining on Customer's existing agreement; (b) Customer is not currently incurring shortfall charges; and (c) Customer is considered in good credit standing in that Customer is not, nor ever has been, more than 60 days past due on any invoice from BellSouth Long Distance or any of its affiliates; Company shall not impose any early termination charges and/or shortfall fees directly associated with, or resulting from, the termination of such migrating Services, subject to the conditions or limitations set forth below by access method (Switched / Dedicated) for each Service in question.

(A) Switched Services (Voice only):

No shortfall fees and/or early termination charges will be assessed at any time during Customer's Term where such charges result directly from a Customer migrating all or part of Customer's switched Services from Company to like services from a Company affiliate as provided above.

(B) Dedicated Services (Voice and/or DATA):

DS1 Domestic Voice and/or Data Services (including Fractional DS1): When Customer's existing Service, which is migrated to like service(s) from a Company affiliate as provided above, has been installed and active for a period of no less than 12 months, no shortfall fees and/or early termination charges will be assessed at any time during Customer's Term where such charges result directly from such migration of the existing Service to like services from a Company affiliate as provided above. Otherwise, early termination and/or shortfall fees may apply as per terms of Customer's agreement and as stated herein.

All other access speeds: Early termination and/or shortfall fees may apply as per terms of Customer's agreement and as state herein.

(T)

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)

(T)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.2 Discount Application

Base rate monthly charges are those charges shown in the appropriate section of this tariff for a given service (e.g., Complex Voice services, Private Line service, etc.).

- (A) Contributory Services are those services whose usage charges and/or monthly charges contribute towards meeting the Customer's MMC. These services are as follows:
- (1) Usage for Interstate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, and BellSouth® Long Distance Calling Card service;
 - (2) Usage for Intrastate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, and BellSouth® Long Distance Calling Card service;
 - (3) Usage for International BellSouth® Dial Direct service, BellSouth® Toll-Free service, and BellSouth® Long Distance Calling Card service;
 - (4) Directory Assistance charges;
 - (5) BellSouth® Long Distance Private Line service monthly charges;
 - (6) Operator Services charges;
 - (7) Interstate BellSouth® Long Distance Frame Relay service Port, Permanent Virtual Circuit and NNI Gateway monthly charges;
 - (8) BellSouth® BSE, Inc. Frame Relay Service Port, Permanent Virtual Circuit (PVC), Packet Service Line, Packet Service Line Extension, and Internetwork Serving Area Link monthly charges;
 - (9) BellSouth® Dedicated Access service monthly charges for access channels, ACF and COC;
 - (10) Interstate BellSouth® Long Distance Asynchronous Transfer Mode (ATM) Port, and PVC monthly charges;
 - (11) Calling Card usage and associated charges; and
 - (12) Voice VPN usage and associated charges.
- (B) Nonrecurring Charges, taxes and surcharges are not Contributory Services. Additionally, charges associated with services found in Section 4 of this tariff are not Contributory Services.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.2 Discount Application

Base rate monthly charges are those charges shown in the appropriate section of this tariff for a given service (e.g., Complex Voice services, Private Line service, etc.). (T)

(A) Contributory Services are those services whose usage charges and/or monthly charges contribute towards meeting the Customer's MMC. These services are as follows:

- (1) Usage for Interstate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, and BellSouth® Long Distance Calling Card service; (T)
- (2) Usage for Intrastate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, and BellSouth® Long Distance Calling Card service; |
- (3) Usage for International BellSouth® Dial Direct service, BellSouth® Toll-Free service, and BellSouth® Long Distance Calling Card service; | (T)
- (4) Directory Assistance charges;
- (5) BellSouth® Long Distance Private Line service monthly charges;
- (6) Operator Services charges;
- (7) Interstate BellSouth® Long Distance Frame Relay service Port, Permanent Virtual Circuit and NNI Gateway monthly charges;
- (8) BellSouth® BSE, Inc. Frame Relay Service Port, Permanent Virtual Circuit (PVC), Packet Service Line, Packet Service Line Extension, and Internetwork Serving Area Link monthly charges;
- (9) BellSouth® Dedicated Access service monthly charges for access channels, ACF and COC;
- (10) Interstate BellSouth® Long Distance Asynchronous Transfer Mode (ATM) Port, and PVC monthly charges;
- (11) Calling Card usage and associated charges; and (T)
- (12) Voice VPN usage and associated charges. (N)

(B) Nonrecurring Charges, taxes and surcharges are not Contributory Services. Additionally, charges associated with services found in Section 4 of this tariff are not Contributory Services. (T)

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SECTION 9.0 - INTEGRATED SERVICE PACKAGES, (CONT'D.)

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

Service Commission

9.2.2 Discount Application

Base rate monthly charges are those charges shown in the appropriate section of this Tariff for a given service (e.g., Complex Voice services, Private Line service, etc.).

(A) Contributory Services are those services whose usage charges and/or monthly charges contribute towards meeting the Customer's MMC. These services are as follows:

- (1) Usage for Interstate BellSouth® Dial Direct Service and BellSouth® Toll-Free Service;
- (2) Usage for Intrastate BellSouth® Dial Direct Service and BellSouth® Toll-Free Service;
- (3) Usage for International BellSouth® Dial Direct Service and BellSouth® Toll-Free Service;
- (4) Directory Assistance charges;
- (5) BellSouth® Long Distance Private Line service monthly charges;
- (6) Operator Services charges;
- (7) Interstate BellSouth® Long Distance Frame Relay service Port, Permanent Virtual Circuit and NNI Gateway monthly charges;
- (8) BellSouth® BSE, Inc. Frame Relay Service Port, Permanent Virtual Circuit (PVC), Packet Service Line, Packet Service Line Extension, and Internetwork Serving Area Link monthly charges;
- (9) BellSouth® Dedicated Access service monthly charges for access channels, ACF and COC;
- (10) Interstate BellSouth® Long Distance Asynchronous Transfer Mode (ATM) Port, and PVC monthly charges;
- (11) Calling Card usage and associated charges (once they become available).

(B) Nonrecurring Charges, taxes and surcharges are not Contributory Services. Additionally, charges associated with services found in Section 4 of this Tariff are not Contributory Services.

(N)

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Public Service Commission
MISSOURI

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)

(T)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.2 Discount Application, (cont'd.)

- (C)** During each month of the term, the Customer shall receive the discount associated with the Customer's contract Term and the Customer's selected MMC.
- (D)** Recipient Services are those services eligible to receive discounts to be applied to the service element's monthly base charges. These services are as follows:
 - (1)** Usage for Intrastate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, and BellSouth® Long Distance Calling Card service.
 - (2)** Intrastate BellSouth® Long Distance Private Line service monthly charges
- (E)** Charges for BellSouth® Dedicated Access service local circuits, taxes, and surcharges are not recipient services. Additionally, charges for services found in Section 4 of this tariff are not recipient services.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.2 Discount Application, (cont'd.)

- (C) During each month of the term, the Customer shall receive the discount associated with the Customer's contract Term and the Customer's selected MMC.
- (D) Recipient Services are those services eligible to receive discounts to be applied to the service element's monthly base charges. These services are as follows:
 - (1) Usage for Intrastate BellSouth® Dial Direct service, BellSouth® Toll-Free service, BellSouth® Long Distance Voice VPN service, and BellSouth® Long Distance Calling Card service. (T)
 - (2) Intrastate BellSouth® Long Distance Private Line service monthly charges (T)
- (E) Charges for BellSouth® Dedicated Access service local circuits, taxes, and surcharges are not recipient services. Additionally, charges for services found in Section 4 of this tariff are not recipient services. (T)

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

Service Commission

9.2.2 Discount Application, (cont'd.)

- (C) During each month of the term, the Customer shall receive the discount associated with the Customer's contract Term and the Customer's selected MMC.
- (D) Recipient Services are those services eligible to receive discounts to be applied to the service element's monthly base charges. These services are as follows:
 - (1) Usage for Intrastate BellSouth® Dial Direct service and BellSouth® Toll-Free service contained in Section 6 of this Tariff.
 - (2) Intrastate BellSouth® Long Distance Private Line service monthly charges
- (E) Charges for BellSouth® Dedicated Access service local circuits, taxes, and surcharges are not recipient services. Additionally, charges for services found in Section 4 of this Tariff are not recipient services.

(N)

CANCELLED

DEC 13 2002
By IS/RS/03
Public Service Commission
MISSOURI

Missouri Public

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BellSouth Long Distance, Inc.
400 Perimeter Center Terrace, Suite 400
Atlanta, Georgia 30346

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.2 Discount Application, (cont'd.)

Under BellSouth® Business Class Family of Services, the Customer commits to a MMC that must be attained during each Monthly Period of the contract Term (1, 2, 3, 4 or 5 years).

The MMC provides the Customer with the discount level to be applied each month regardless of the Customer's actual Monthly Revenue for that particular month, provided the Customer meets the MMC. If the Customer's actual Monthly Revenue in such month exceeds the MMC, the Customer receives the applicable discount from the Volume and Term Discount Table(s) that corresponds to the Customer's MMC. As stated in Section 9.2.1, when the Customer's total Monthly Revenue falls below the MMC during any Monthly Period of the term, the Customer shall pay the MMC at the end of that month and receive the contracted Volume and Term discount for such MMC. There are no MMCs and no discounts for Customers selecting a month-to-month agreement.

Volume and Term discounts will be applied to each Recipient Service according to the appropriate Volume and Term Discount Tables applicable to the particular Recipient Service and the Customer's MMC.

Volume and Term discounts depend on the Customer's selected contract term (1, 2, 3, 4 or 5 years) and the Customer's MMC. Volume and Term discounts do not apply to Customers selecting a month-to-month contract.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

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BellSouth Long Distance, Inc.
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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.2 Discount Application, (cont'd.)

Under BellSouth® Business Class Family of Services, the Customer commits to a MMC that must be attained during each Monthly Period of the contract Term (1, 2, 3, 4 or 5 years).

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The MMC provides the Customer with the discount level to be applied each month regardless of the Customer's actual Monthly Revenue for that particular month, provided the Customer meets the MMC. If the Customer's actual Monthly Revenue in such month exceeds the MMC, the Customer receives the applicable discount from the Volume and Term Discount Table(s) that corresponds to the Customer's MMC. As stated in Section 9.2.1, when the Customer's total Monthly Revenue falls below the MMC during any Monthly Period of the term, the Customer shall pay the MMC at the end of that month and receive the contracted Volume and Term discount for such MMC. There are no MMCs and no discounts for Customers selecting a month-to-month agreement.

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Volume and Term discounts will be applied to each Recipient Service according to the appropriate Volume and Term Discount Tables applicable to the particular Recipient Service and the Customer's MMC.

Volume and Term discounts depend on the Customer's selected contract term (1, 2, 3, 4 or 5 years) and the Customer's MMC. Volume and Term discounts do not apply to Customers selecting a month-to-month contract.

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.2 Discount Application, (cont'd.)

Under BellSouth® Business Class Family of Services, the Customer commits to an MMC that must be attained during each Monthly Period of the contract Term (1, 2, 3, 4 or 5 years).

The MMC provides the Customer with the discount level to be applied each month regardless of the Customer's actual Monthly Revenue for that particular month, provided the Customer meets the MMC. If the Customer's actual Monthly Revenue in such month exceeds the MMC, the Customer receives the applicable discount from the Volume and Term Discount Table(s) that corresponds to the Customer's MMC. As stated in Section 9.2.1, when the Customer's total Monthly Revenue falls below the MMC during any Monthly Period of the term, the Customer shall pay the MMC at the end of that month and receive the contracted Volume and Term discount for such MMC.

Volume and Term discounts will be applied to each Recipient Service according to the appropriate Volume and Term Discount Tables applicable to the particular Recipient Service and the Customer's MMC.

Volume and Term discounts depend on the Customer's selected contract term (1, 2, 3, 4 or 5 years) and the Customer's MMC. Volume and Term discounts do not apply to Customers selecting a month-to-month contract.

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(N)

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.3 Volume and Term Discount Tables

(A) Intrastate Dial Direct, Toll-Free, Voice VPN, and Calling Card Services: All Access Types

Minimum Monthly Revenue Commitment	Contract Term				
	1-Year	2-Year	3-Year	4-Year	5-Year
	Discount Percentage (%)				
\$100	3%	6%	10%	10%	10%
\$250	3%	6%	10%	10%	10%
\$500	3%	6%	10%	10%	10%
\$1,000	3%	6%	10%	10%	10%
\$2,000	3%	6%	10%	10%	10%
\$3,000	3%	6%	10%	10%	10%
\$4,000	3%	6%	10%	10%	10%
\$5,000	3%	6%	10%	10%	10%
\$7,000	3%	6%	10%	10%	10%
\$10,000	3%	6%	10%	10%	10%
\$15,000	3%	6%	10%	10%	10%
\$20,000	3%	6%	10%	10%	10%
\$25,000	3%	6%	10%	10%	10%
\$35,000	3%	6%	10%	10%	10%

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.3 Volume and Term Discount Tables

(A) Intrastate Dial Direct, Toll-Free, Voice VPN, and Calling Card Services: All Access Types

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Minimum Monthly Revenue Commitment	Contract Term				
	1-Year	2-Year	3-Year	4-Year	5-Year
	Discount Percentage (%)				
\$100	3%	6%	10%	10%	10%
\$250	3%	6%	10%	10%	10%
\$500	3%	6%	10%	10%	10%
\$1,000	3%	6%	10%	10%	10%
\$2,000	3%	6%	10%	10%	10%
\$3,000	3%	6%	10%	10%	10%
\$4,000	3%	6%	10%	10%	10%
\$5,000	3%	6%	10%	10%	10%
\$7,000	3%	6%	10%	10%	10%
\$10,000	3%	6%	10%	10%	10%
\$15,000	3%	6%	10%	10%	10%
\$20,000	3%	6%	10%	10%	10%
\$25,000	3%	6%	10%	10%	10%
\$35,000	3%	6%	10%	10%	10%

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

Service Commission

9.2.3 Volume and Term Discount Tables

(A) Intrastate Dial Direct and Toll-Free Services: All Access Types

Minimum Monthly Revenue Commitment	Contract Term				
	1-Year	2-Year	3-Year	4-Year	5-Year
	Discount Percentage (%)				
\$100	3%	6%	10%	10%	10%
\$250	3%	6%	10%	10%	10%
\$500	3%	6%	10%	10%	10%
\$1,000	3%	6%	10%	10%	10%
\$2,000	3%	6%	10%	10%	10%
\$3,000	3%	6%	10%	10%	10%
\$4,000	3%	6%	10%	10%	10%
\$5,000	3%	6%	10%	10%	10%
\$7,000	3%	6%	10%	10%	10%
\$10,000	3%	6%	10%	10%	10%
\$15,000	3%	6%	10%	10%	10%
\$20,000	3%	6%	10%	10%	10%
\$25,000	3%	6%	10%	10%	10%
\$35,000	3%	6%	10%	10%	10%

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.3 Volume and Term Discount Tables, (cont'd.)

(B) Intrastate Private Line Service: All Bandwidths

Minimum Monthly Revenue Commitment	Contract Term				
	1-Year	2-Year	3-Year	4-Year	5-Year
	Discount Percentage (%)				
\$100	3%	5%	6%	6%	6%
\$250	3%	5%	6%	6%	6%
\$500	3%	5%	6%	6%	6%
\$1,000	7%	10%	11%	11%	11%
\$2,000	7%	10%	11%	11%	11%
\$3,000	7%	10%	11%	11%	11%
\$4,000	9%	11%	12%	12%	12%
\$5,000	9%	11%	12%	12%	12%
\$6,000	9%	11%	12%	12%	12%
\$7,000	10%	11%	12%	12%	12%
\$8,000	10%	11%	12%	12%	12%
\$9,000	10%	11%	12%	12%	12%
\$10,000	11%	12%	13%	13%	13%
\$12,500	11%	12%	13%	13%	13%
\$15,000	13%	14%	15%	15%	15%
\$17,500	13%	14%	15%	15%	15%
\$20,000	14%	15%	16%	16%	16%
\$22,500	14%	15%	16%	16%	16%
\$25,000	15%	16%	17%	17%	17%
\$35,000	16%	17%	18%	18%	18%

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.3 Volume and Term Discount Tables, (cont'd.)

(B) Intrastate Private Line Service: All Bandwidths

Minimum Monthly Revenue Commitment	Contract Term				
	1-Year	2-Year	3-Year	4-Year	5-Year
	Discount Percentage (%)				
\$100	3%	5%	6%	6%	6%
\$250	3%	5%	6%	6%	6%
\$500	3%	5%	6%	6%	6%
\$1,000	7%	10%	11%	11%	11%
\$2,000	7%	10%	11%	11%	11%
\$3,000	7%	10%	11%	11%	11%
\$4,000	9%	11%	12%	12%	12%
\$5,000	9%	11%	12%	12%	12%
\$6,000	9%	11%	12%	12%	12%
\$7,000	10%	11%	12%	12%	12%
\$8,000	10%	11%	12%	12%	12%
\$9,000	10%	11%	12%	12%	12%
\$10,000	11%	12%	13%	13%	13%
\$12,500	11%	12%	13%	13%	13%
\$15,000	13%	14%	15%	15%	15%
\$17,500	13%	14%	15%	15%	15%
\$20,000	14%	15%	16%	16%	16%
\$22,500	14%	15%	16%	16%	16%
\$25,000	15%	16%	17%	17%	17%
\$35,000	16%	17%	18%	18%	18%

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

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9.2 BellSouth® Business Class Family of Services, (Cont'd.)

Service Commission

9.2.3 Volume and Term Discount Tables, (cont'd.)

(B) Intrastate Private Line Service: All Bandwidths

Minimum Monthly Revenue Commitment	Contract Term				
	1-Year	2-Year	3-Year	4-Year	5-Year
	Discount Percentage (%)				
\$100	3%	5%	6%	6%	6%
\$250	3%	5%	6%	6%	6%
\$500	3%	5%	6%	6%	6%
\$1,000	7%	10%	11%	11%	11%
\$2,000	7%	10%	11%	11%	11%
\$3,000	7%	10%	11%	11%	11%
\$4,000	9%	11%	12%	12%	12%
\$5,000	9%	11%	12%	12%	12%
\$7,000	10%	11%	12%	12%	12%
\$10,000	11%	12%	13%	13%	13%
\$15,000	13%	14%	15%	15%	15%
\$20,000	14%	15%	16%	16%	16%
\$25,000	15%	16%	17%	17%	17%
\$35,000	16%	17%	18%	18%	18%

(N)

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August 1, 2005

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SERVICE COMMISSION**

Missouri Public

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)**(T)****9.2 BellSouth® Business Class Family of Services, (Cont'd.)****9.2.4 90-Day Customer Satisfaction Guarantee**

The Company offers a "90-Day Customer Satisfaction Guarantee" to Customers who subscribe to the BellSouth® Business Class Family of Services. This guarantee applies to all BellSouth® Business Class Family of Services ("Eligible Services") and expires ninety-one (91) days after the installation and Availability of Service date of all network components required to fulfill the Customer's initial order for Eligible Services.

The 90-Day Customer Satisfaction Guarantee allows the Customer to terminate Eligible Services, without any termination liability, during the first ninety-day period following installation and the Availability of Service date for all Eligible Services in the Customer's initial order for Eligible Services if, at any time during this ninety-day period, the Customer is not completely satisfied with the service or network performance. Additionally, in the event the Customer invokes this 90-Day Customer Satisfaction Guarantee, the Company will issue a credit to the Customer for any related domestic BellSouth® Dedicated Access service purchased from the Company in an amount equal to the applicable installation charges incurred by the Customer but not exceeding the equivalent of ninety-six (96) DS-0 or four (4) DS-1 local channels.

The 90-Day Customer Satisfaction Guarantee is limited to the Eligible Services only and does not apply to any other services offered by the Company or any of its affiliates, and does not apply to Customers Premises Equipment (CPE) connected to any of the BellSouth® Business Class Family of Services.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

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Service Commission

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

(N)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)**9.2.4 90-Day Customer Satisfaction Guarantee**

The Company offers a "90-Day Customer Satisfaction Guarantee" to Customers who subscribe to the BellSouth® Business Class Family of Services. This guarantee applies to all BellSouth® Business Class Family of Services ("Eligible Services") and expires ninety-one (91) days after the installation and Availability of Service date of all network components required to fulfill the Customer's initial order for Eligible Services.

The 90-Day Customer Satisfaction Guarantee allows the Customer to terminate Eligible Services, without any termination liability, during the first ninety-day period following installation and the Availability of Service date for all Eligible Services in the Customer's initial order for Eligible Services if, at any time during this ninety-day period, the Customer is not completely satisfied with the service or network performance. Additionally, in the event the Customer invokes this 90-Day Customer Satisfaction Guarantee, the Company will issue a credit to the Customer for any related domestic BellSouth® Dedicated Access service purchased from the Company in an amount equal to the applicable installation charges incurred by the Customer but not exceeding the equivalent of ninety-six (96) DS-0 or four (4) DS-1 local channels.

The 90-Day Customer Satisfaction Guarantee is limited to the Eligible Services only and does not apply to any other services offered by the Company or any of its affiliates, and does not apply to Customers Premises Equipment (CPE) connected to any of the BellSouth® Business Class Family of Services.

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)**(T)****9.2 BellSouth® Business Class Family of Services, (Cont'd.)****9.2.4 90-Day Customer Satisfaction Guarantee, (cont'd.)**

This guarantee does not relieve the Customer from any other obligations to the Company, including but not limited to charges for services not part of the BellSouth® Business Class Family of Services, installation charges for Eligible Services other than for BellSouth® Dedicated Access service local channels, installation charges for BellSouth® Dedicated Access service local channels exceeding the equivalent of ninety-six (96) DS-0 or four (4) DS-1 local channels, usage and/or "per-minute" charges for Eligible voice Services, applicable monthly charges for Eligible Services incurred up to the date such services are terminated, or charges associated with other BellSouth® Business Class Family of Services ordered subsequent to the Customer's initial order.

All of the following conditions must be met in order for the Customer to be eligible to receive the 90-Day Customer Satisfaction Guarantee:

- (A) The Customer must be a new Customer. For purposes of eligibility to receive the 90-Day Customer Satisfaction Guarantee, a new Customer is defined as a Customer that has not received any service from the Company in the twelve (12) month period preceding the execution of the current BellSouth® Business Class Family of Services agreement.
- (B) The Eligible Services are not provided as part of a Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.
- (C) The Customer must be in good credit standing (i.e., not more than 60 days past due on any Company invoice).
- (D) All services in the Services Agreement must have been made available and ready for use by the Company and accepted by the Customer as of the Availability of Service date.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

(N)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)**9.2.4 90-Day Customer Satisfaction Guarantee, (cont'd.)**

This guarantee does not relieve the Customer from any other obligations to the Company, including but not limited to charges for services not part of the BellSouth® Business Class Family of Services, installation charges for Eligible Services other than for BellSouth® Dedicated Access service local channels, installation charges for BellSouth® Dedicated Access service local channels exceeding the equivalent of ninety-six (96) DS-0 or four (4) DS-1 local channels, usage and/or "per-minute" charges for Eligible voice Services, applicable monthly charges for Eligible Services incurred up to the date such services are terminated, or charges associated with other BellSouth® Business Class Family of Services ordered subsequent to the Customer's initial order.

All of the following conditions must be met in order for the Customer to be eligible to receive the 90-Day Customer Satisfaction Guarantee:

- (A) The Customer must be a new Customer. For purposes of eligibility to receive the 90-Day Customer Satisfaction Guarantee, a new Customer is defined as a Customer that has not received any service from the Company in the twelve (12) month period preceding the execution of the current BellSouth® Business Class Family of Services agreement.
- (B) The Eligible Services are not provided as part of a Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.
- (C) The Customer must be in good credit standing (i.e., not more than 60 days past due on any Company invoice).
- (D) All services in the Services Agreement must have been made available and ready for use by the Company and accepted by the Customer as of the Availability of Service date.

(N)

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Missouri Public
Service Commission

SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)**(T)****9.2 BellSouth® Business Class Family of Services, (Cont'd.)****9.2.4 90-Day Customer Satisfaction Guarantee, (cont'd.)**

In Order to invoke this guarantee, the Customer must notify the Company in writing, via U.S. Mail or e-mail, stating in detail the reason for the Customer's dissatisfaction with the network performance of the Eligible Services. The Company will have fifteen (15) days from the Company's receipt of such notice to resolve the network performance issues raised by the Customer. If, at the end of this 15-day period, the Company has failed to resolve the Customer's concerns, the Company will release the Customer from any Term obligations associated with the Customer's contract for Eligible Services. Correspondence regarding issues of levels of service or network performance and this 90-Day Customer Satisfaction Guarantee should be directed to:

Via U.S. Mail to:

BellSouth Long Distance, Inc.
Attn: Customer Care Manager
10201 Centurion Parkway North
Suite 400
Jacksonville, Florida 32256

Or via Email to: service.care@bellsouth.com

The 90-Day Customer Satisfaction Guarantee does not apply when the deteriorated service levels or lack of network performance are caused by the Customer (e.g., problems caused by the Customer's re-grooming of Customer's internal network components, or by CPE connected to the Company's services, etc.) or caused by a force majeure event beyond the Company's control, including but not limited to acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, acts of terrorism, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, or any national emergency.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

(N)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)**9.2.4 90-Day Customer Satisfaction Guarantee, (cont'd.)**

In Order to invoke this guarantee, the Customer must notify the Company in writing, via U.S. Mail or e-mail, stating in detail the reason for the Customer's dissatisfaction with the network performance of the Eligible Services. The Company will have fifteen (15) days from the Company's receipt of such notice to resolve the network performance issues raised by the Customer. If, at the end of this 15-day period, the Company has failed to resolve the Customer's concerns, the Company will release the Customer from any Term obligations associated with the Customer's contract for Eligible Services. Correspondence regarding issues of levels of service or network performance and this 90-Day Customer Satisfaction Guarantee should be directed to:

Via U.S. Mail to:

BellSouth Long Distance, Inc.
Attn: Customer Care Manager
10201 Centurion Parkway North
Suite 400
Jacksonville, Florida 32256

Or via Email to: service.care@bellsouth.com

The 90-Day Customer Satisfaction Guarantee does not apply when the deteriorated service levels or lack of network performance are caused by the Customer (e.g., problems caused by the Customer's re-grooming of Customer's internal network components, or by CPE connected to the Company's services, etc.) or caused by a force majeure event beyond the Company's control, including but not limited to acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, acts of terrorism, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, or any national emergency.

(N)

Issued: June 9, 2004

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BellSouth Long Distance, Inc.
400 Perimeter Center Terrace, Suite 400
Atlanta, Georgia 30346

FILED
MO PSC**Cancelled**

April 27, 2007

Missouri Public
Service Commission

SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)

(T)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.5 Preferred Interexchange Carrier

For purposes of this section, if stated in the BellSouth® Business Class Family of Services Agreement, the Customer will award the Company at least 98% (or such other amount as may be specified in its BellSouth® Business Class Family of Services Agreement) of its and its affiliated entities' Interexchange telecommunications services of the type(s) included under the BellSouth® Business Class Family of Services Agreement and such additional Services as may be specified in the BellSouth® Business Class Family of Services Agreement during each billing month of the Term. Affiliated entities include all of the Customer's majority owned subsidiaries, parent companies for which the Customer purchases or influences the purchases of telecommunications services, and other entities under the control of or common control of the Customer and for which the Customer either purchases, controls or directs the purchases of telecommunications services. Affiliated entities include all such entities acquired after the date of Customer's BellSouth® Business Class Family of Services Agreement. The Customer's total volume of telecommunications services will not include (for purposes of this calculation) any binding commitments that any affiliated entity may have with another Interexchange Carrier on the effective date of the Customer's BellSouth® Business Class Family of Services Agreement or the date of its acquisition, as the case may be, service that is routed to another carrier during the period of any Service outage, and any other service usage expressly excluded under the Customer's BellSouth® Business Class Family of Services Agreement. The amount of any such commitments will be deducted from the Customer's total amount of telecommunications services when measuring the Customer's compliance with this provision. Upon Company request, Customers designating the Company as their Preferred Interexchange Carrier must provide copies of all Interexchange Carrier invoices and reports for telecommunications services purchased during the preceding six months in order to permit the Company to audit the Customer compliance. If the Customer fails to comply with this requirement, after written notice from the Company, the Customer will not receive any discounts, concessions, waivers or credits under its BellSouth® Business Class Family of Services Agreement and all charges to the Customer for Services under the BellSouth® Business Class Family of Services Agreement will be based upon base service schedule rates and standard schedule discounts.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

(T)
(T)

Issued: March 28, 2007

Effective: April 27, 2007

Director, Business Implementation and Compliance
BellSouth Long Distance, Inc.
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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.2 BellSouth® Business Class Family of Services, (Cont'd.)

9.2.5 Preferred Interexchange Carrier

For purposes of this section, if stated in the BellSouth® Business Class Family of Services Agreement, the Customer will award the Company at least 98% (or such other amount as may be specified in its BellSouth® Business Class Family of Services Agreement) of its and its affiliated entities' Interexchange telecommunications services of the type(s) included under the BellSouth® Business Class Family of Services Agreement and such additional Services as may be specified in the BellSouth® Business Class Family of Services Agreement during each billing month of the Term. Affiliated entities include all of the Customer's majority owned subsidiaries, parent companies for which the Customer purchases or influences the purchases of telecommunications services, and other entities under the control of or common control of the Customer and for which the Customer either purchases, controls or directs the purchases of telecommunications services. Affiliated entities include all such entities acquired after the date of Customer's BellSouth® Business Class Family of Services Agreement. The Customer's total volume of telecommunications services will not include (for purposes of this calculation) any binding commitments that any affiliated entity may have with another Interexchange Carrier on the effective date of the Customer's BellSouth® Business Class Family of Services Agreement or the date of its acquisition, as the case may be, service that is routed to another carrier during the period of any Service outage, and any other service usage expressly excluded under the Customer's BellSouth® Business Class Family of Services Agreement. The amount of any such commitments will be deducted from the Customer's total amount of telecommunications services when measuring the Customer's compliance with this provision. Upon Company request, Customers designating the Company as their Preferred Interexchange Carrier must provide copies of all Interexchange Carrier invoices and reports for telecommunications services purchased during the preceding six months in order to permit the Company to audit the Customer compliance. If the Customer fails to comply with this requirement, after written notice from the Company, the Customer will not receive any discounts, concessions, waivers or credits under its BellSouth® Business Class Family of Services Agreement and all charges to the Customer for Services under the BellSouth® Business Class Family of Services Agreement will be based upon base service schedule rates and standard schedule discounts.

(N)

(N)

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)

(T)

9.3 BellSouth® Free Month Contract Extension

Customers, who previously signed a BellSouth® Business Class Family of Services (BBCFS) Volume/Term agreement of less than three years and whom have signed or are signing concurrently with this plan, a one-year or longer Term extension of Customer's Services Agreement using the BBCFS Volume/Term Form will receive a one time credit in an amount equal to the Customer's monthly recurring and usage charges for Eligible Services for one complete billing cycle. To be eligible for this Plan, the Customer must extend the Term of the Services Agreement at least one year using the BBCFS Volume/Term Form, acknowledging enrollment in this Plan. This Plan shall only apply to eligible Services ordered under the Services Agreement and are installed and activated as of the effective date of the BBCFS Volume/Term Form.

9.3.1 The Free Month will be applied as follows:

- (A) Customers with an original Term of one year, as defined in the original Services Agreement, and that are extending their contract at least one year using the Amendment will receive a Free Month applied to, and calculated based on, the thirteenth billing cycle (bill 13) from the original Services Agreement commencement date.
- (B) Customers with an original Term of two years, as defined in the original Services Agreement, and that are extending their contract at least one year using the Amendment will receive a Free Month applied to, and calculated based on, the twenty-fifth billing cycle (bill 25) from the original Services Agreement commencement date.
- (C) Customers with an original Term of three years, as defined in the original Services Agreement, and that are extending their contract at least one year using the Amendment will receive a Free Month applied to, and calculated based on, the thirty-seventh billing cycle (bill 37) from the original Services Agreement commencement date.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

(T)
(T)

Issued: March 28, 2007

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)**9.3 BellSouth® Free Month Contract Extension**

(N)

Customers, who previously signed a BellSouth® Business Class Family of Services (BBCFS) Volume/Term agreement of less than three years and whom have signed or are signing concurrently with this plan, a one-year or longer Term extension of Customer's Services Agreement using the BBCFS Volume/Term Form will receive a one time credit in an amount equal to the Customer's monthly recurring and usage charges for Eligible Services for one complete billing cycle. To be eligible for this Plan, the Customer must extend the Term of the Services Agreement at least one year using the BBCFS Volume/Term Form, acknowledging enrollment in this Plan. This Plan shall only apply to eligible Services ordered under the Services Agreement and are installed and activated as of the effective date of the BBCFS Volume/Term Form.

9.3.1 The Free Month will be applied as follows:

- (A) Customers with an original Term of one year, as defined in the original Services Agreement, and that are extending their contract at least one year using the Amendment will receive a Free Month applied to, and calculated based on, the thirteenth billing cycle (bill 13) from the original Services Agreement commencement date.
- (B) Customers with an original Term of two years, as defined in the original Services Agreement, and that are extending their contract at least one year using the Amendment will receive a Free Month applied to, and calculated based on, the twenty-fifth billing cycle (bill 25) from the original Services Agreement commencement date.
- (C) Customers with an original Term of three years, as defined in the original Services Agreement, and that are extending their contract at least one year using the Amendment will receive a Free Month applied to, and calculated based on, the thirty-seventh billing cycle (bill 37) from the original Services Agreement commencement date.

(N)

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MO PSC

SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)

(T)

9.3 BellSouth® Free Month Contract Extension, (Cont'd.)

9.3.2 This service is offered under the following terms and conditions:

- (A) The monthly credit amount will be capped at the greater of \$2,000 or 150% of the Customer's Minimum Monthly Commitment ("MMC") as defined in the Services Agreement as amended.
- (B) The free month of service include the waiver of all BellSouth Long Distance Monthly Recurring Charges and usage charges, including loop charges, for the following: BellSouth® Dial Direct Service, BellSouth® Toll-Free Service, BellSouth® Long Distance Voice VPN, BellSouth® Long Distance Calling Card, BellSouth® Long Distance Dedicated Access Service, BellSouth® Long Distance Private Line Service, BellSouth® Long Distance ATM Service and BellSouth® Long Distance Frame Relay Service.
- (C) Free month does NOT include the following:
 - (1) International Data Services (ATM, Frame Relay or Private Line)
 - (2) BellSouth® Conference Services
 - (3) Any Local, County, State and Federal Taxes
 - (4) Any other Charges and Fees - including USF, PICC, Operator Services, Payphone Surcharges, Directory Assistance and all special billing delivery charges.
- (D) This service offering will terminate simultaneously with the expiration of the Customer's Amended BellSouth Business Class Family of Services Agreement.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

(T)
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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.3 BellSouth® Free Month Contract Extension, (Cont'd.)

(N)

9.3.2 This service is offered under the following terms and conditions:

- (A) The monthly credit amount will be capped at the greater of \$2,000 or 150% of the Customer's Minimum Monthly Commitment ("MMC") as defined in the Services Agreement as amended.
- (B) The free month of service include the waiver of all BellSouth Long Distance Monthly Recurring Charges and usage charges, including loop charges, for the following: BellSouth® Dial Direct Service, BellSouth® Toll-Free Service, BellSouth® Long Distance Voice VPN, BellSouth® Long Distance Calling Card, BellSouth® Long Distance Dedicated Access Service, BellSouth® Long Distance Private Line Service, BellSouth® Long Distance ATM Service and BellSouth® Long Distance Frame Relay Service.
- (C) Free month does NOT include the following:
 - (1) International Data Services (ATM, Frame Relay or Private Line)
 - (2) BellSouth® Conference Services
 - (3) Any Local, County, State and Federal Taxes
 - (4) Any other Charges and Fees - including USF, PICC, Operator Services, Payphone Surcharges, Directory Assistance and all special billing delivery charges.
- (D) This service offering will terminate simultaneously with the expiration of the Customer's Amended BellSouth Business Class Family of Services Agreement.

(N)

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BellSouth Long Distance, Inc.
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Atlanta, Georgia 30346

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MO PSC

SECTION 9.0 – INTEGRATED SERVICE PACKAGES*, (CONT'D.)

(T)

9.4 BellSouth® CPE Bundle Plan Benefit

This plan is available to BellSouth® Long Distance Customers who sign a new or renew an existing BellSouth® Business Class Family of Services agreement with a minimum term of two years and Minimum Monthly Revenue Commitment (MMC) of \$100.00. The Customer will receive a one-time credit in an amount equal to the Customer's MMC as specified in the Services Agreement, up to a maximum of \$10,000. The Customer may use such credit solely towards one-time purchase of Customer Premises Equipment ("CPE") from BellSouth Communication Systems, LLC ("BCS").

This promotion cannot be combined with the BellSouth® Interstate Extra Promotion or any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.

9.4.1 This plan will be offered under the following terms and conditions:

(A) Voucher Specifications

- (1)** The Voucher shall be valid from the date the Customer enrolls in this Plan until the Voucher, including any unused amounts, shall be considered null and void after the initial voucher credit is applied.
- (2)** The Voucher has no cash value and is valid only towards the purchase of BCS supplied CPE. Additionally, the Voucher is only valid towards the purchases made under a single order of BCS equipment and all unused portions of the Voucher after the initial equipment order shall be forfeited.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

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SECTION 9.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

9.4 BellSouth® CPE Bundle Plan Benefit

(N)

This plan is available to BellSouth® Long Distance Customers who sign a new or renew an existing BellSouth® Business Class Family of Services agreement with a minimum term of two years and Minimum Monthly Revenue Commitment (MMC) of \$100.00. The Customer will receive a one-time credit in an amount equal to the Customer's MMC as specified in the Services Agreement, up to a maximum of \$10,000. The Customer may use such credit solely towards one-time purchase of Customer Premises Equipment ("CPE") from BellSouth Communication Systems, LLC ("BCS").

This promotion cannot be combined with the BellSouth® Interstate Extra Promotion or any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.

9.4.1 This plan will be offered under the following terms and conditions:

(A) Voucher Specifications

- (1)** The Voucher shall be valid from the date the Customer enrolls in this Plan until the Voucher, including any unused amounts, shall be considered null and void after the initial voucher credit is applied.
- (2)** The Voucher has no cash value and is valid only towards the purchase of BCS supplied CPE. Additionally, the Voucher is only valid towards the purchases made under a single order of BCS equipment and all unused portions of the Voucher after the initial equipment order shall be forfeited.

(N)

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400 Perimeter Center Terrace, Suite 400
Atlanta, Georgia 30346

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MO PSC

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SECTION 10.0 - SUPPLEMENTAL CHARGES*

(T)

10.1 Service Expedites

10.1.1 General

The Company will accept orders requiring expedited installation intervals for review in the attempt to satisfy a Customer's request. A service order (non-recurring) Expedite Charge will be applied to each accelerated installation approved by the Company and accepted by the Customer.

The Expedite Charge will be determined based upon the actual date of service delivery in relation to the standard provisioning interval. Due to resource allocation costs and charges incurred during the accelerated provisioning process, a minimum Expedite Charge may be assessed for service deliveries that occur outside the target interval. While the Company will make every effort to provide the requested accelerated service installation, the Company makes no guarantees that the request will be approved, or that any approved expedited installation intervals will be met.

The Expedite Charge consists of two elements: (i) a flat amount which is applied when an expedite request is processed and (ii) an amount based on the number of days that the service is delivered to the Customer prior to the Standard Service Interval (SSI). The first element of the Expedite Charge always applies for processing the Customer's request, regardless of whether or not there is an improvement over the SSI.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

(T)
(T)

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SECTION 10.0 - SUPPLEMENTAL CHARGES

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Service Commission

10.1 Service Expedites

10.1.1 General

The Company will accept orders requiring expedited installation intervals for review in the attempt to satisfy a Customer's request. A service order (non-recurring) Expedite Charge will be applied to each accelerated installation approved by the Company and accepted by the Customer.

The Expedite Charge will be determined based upon the actual date of service delivery in relation to the standard provisioning interval. Due to resource allocation costs and charges incurred during the accelerated provisioning process, a minimum Expedite Charge may be assessed for service deliveries that occur outside the target interval. While the Company will make every effort to provide the requested accelerated service installation, the Company makes no guarantees that the request will be approved, or that any approved expedited installation intervals will be met.

The Expedite Charge consists of two elements: (i) a flat amount which is applied when an expedite request is processed and (ii) an amount based on the number of days that the service is delivered to the Customer prior to the Standard Service Interval (SSI). The first element of the Expedite Charge always applies for processing the Customer's request, regardless of whether or not there is an improvement over the SSI.

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April 27, 2007

Missouri Public
Service Commission

SECTION 10.0 - SUPPLEMENTAL CHARGES*, (CONT'D.)

(T)

10.1 Service Expedites

10.1.2 Service Intervals

All SSI intervals are given after receipt of order (ARO) by the Company. Receipt of order is defined as the point in time at which a "clean" (complete) sales order package is transferred from the Company's Sales Order Verification Group to Order Entry for processing. The Sales Order Verification Team will notify the Customer's Account Team regarding incomplete orders, at which time, the Account Team may provide the required information or the package may be returned for additional documentation.

On-Net Facility SSI 30 days ARO for DS-0 Analog, DDS and DS-1 circuits.

Off-Net Facility SSI: 45 days ARO for DS-0 Analog, DDS and DS-1 circuits.

There are no SSIs for DS-3 or OC-n circuits. Intervals for DS-3 and OC-n circuits will be determined on an Individual Case Basis.

For purposes of this section, On-Net Facilities are defined as the physical media, including switches, circuits and/or ports that are provided (whether leased or owned) by the Company or an affiliate of the Company. On-Net Facilities do not include local access circuits or tail circuits provided by another carrier or local access provider. Off-Net facilities are those local access circuits or tail circuits provided by another carrier or local access provider.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

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Director, Business Implementation and Compliance
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SECTION 10.0 - SUPPLEMENTAL CHARGES, (CONT'D.)

10.1 Service Expedites

10.1.2 Service Intervals

All SSI intervals are given after receipt of order (ARO) by the Company. Receipt of order is defined as the point in time at which a "clean" (complete) sales order package is transferred from the Company's Sales Order Verification Group to Order Entry for processing. The Sales Order Verification Team will notify the Customer's Account Team regarding incomplete orders, at which time, the Account Team may provide the required information or the package may be returned for additional documentation.

On-Net Facility SSI 30 days ARO for DS-0 Analog, DDS and DS-1 circuits.

Off-Net Facility SSI: 45 days ARO for DS-0 Analog, DDS and DS-1 circuits.

There are no SSIs for DS-3 or OC-n circuits. Intervals for DS-3 and OC-n circuits will be determined on an Individual Case Basis.

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For purposes of this section, On-Net Facilities are defined as the physical media, including switches, circuits and/or ports that are provided (whether leased or owned) by the Company or an affiliate of the Company. On-Net Facilities do not include local access circuits or tail circuits provided by another carrier or local access provider. Off-Net facilities are those local access circuits or tail circuits provided by another carrier or local access provider.

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SECTION 10.0 - SUPPLEMENTAL CHARGES, (CONT'D.)

REC'D MAY 17 2002 (N)

10.1 Service Expedites

Service Commission

10.1.2 Service Intervals

All SSI intervals are given after receipt of order (ARO) by the Company. Receipt of order is defined as the point in time at which a "clean" (complete) sales order package is transferred from the Company's Sales Order Verification Group to Order Entry for processing. The Sales Order Verification Team will notify the Customer's Account Team regarding incomplete orders, at which time, the Account Team may provide the required information or the package may be returned for additional documentation.

On-Net Facility SSI 30 days ARO for DS-0 Analog, DDS and DS-1 circuits.

Off-Net Facility SSI: 45 days ARO for DS-0 Analog, DDS and DS-1 circuits.

There are no SSIs for DS-3 or OC-n circuits. Intervals for DS-3 and OC-n circuits will be determined on an individual case basis.

For purposes of this Section, On-Net Facilities are defined as the physical media, including switches, circuits and/or ports that are provided (whether leased or owned) by the Company or an affiliate of the Company. On-Net Facilities do not include local access circuits or tail circuits provided by another carrier or local access provider. Off-Net facilities are those local access circuits or tail circuits provided by another carrier or local access provider.

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Missouri Public

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400 Perimeter Center Terrace, Suite 400
Atlanta, Georgia 30346

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SECTION 10.0 - SUPPLEMENTAL CHARGES*, (CONT'D.)

(T)

10.1 Service Expedites, (Cont'd.)

10.1.3 Rates

The expedite charges indicated below will be applied for each DS-1 and below bandwidth Dedicated Access service channel in a Private Line service order. The total charges for these expedites (DS-1 and below bandwidth) will not exceed \$1,250.00.

	Nonrecurring Charge
Per Request	\$250.00
Per day improvement over SSI	\$200.00

Expedite charges for DS-3 and above Dedicated Access service channels will be handled on an Individual Case Basis.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

(T)
(T)

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SECTION 10.0 - SUPPLEMENTAL CHARGES, (CONT'D.)

REC'D MAY 17 2002

(N)

10.1 Service Expedites, (Cont'd.)

Service Commission

10.1.3 Rates

The expedite charges indicated below will be applied for each DS-1 and below bandwidth Dedicated Access service channel in a Private Line service order. The total charges for these expedites (DS-1 and below bandwidth) will not exceed \$1,250.00.

	Nonrecurring Charge
Per Request	\$250.00
Per day improvement over SSI	\$200.00

Expedite charges for DS-3 and above Dedicated Access service channels will be handled on an Individual Case Basis.

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April 27, 2007

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Service Commission

SECTION 10.0 - SUPPLEMENTAL CHARGES*, (CONT'D.)

(T)

10.2 Service Cancellations

If the Customer, either on behalf of itself or an Authorized User or End User, orders a BellSouth® Dedicated Access service channel or BellSouth® Long Distance Private Line service from the Company and later cancels the order before service begins, a charge shall be made to the Customer for such cancellation.

These cancellation charges vary based upon the facility bandwidth ordered and/or whether an Access Service Request (ASR) has been issued by the Company. A Pre-ASR Charge will be applied when the Customer requests a service cancellation prior to the Company issuing the ASR. A Post-ASR Charge applies when the Company receives the cancellation request after issuance of the ASR for the particular facility.

The cancellation charges indicated below will be applied for each Dedicated Access service channel and/or each circuit in a Private Line service order.

10.2.1 Rates

	Nonrecurring Charge
Pre-ASR Cancellation Charges:	
Per DS-0 and DDS Type Channels or Circuits	\$200.00
Per DS-1 Type Channels or Circuits	\$350.00
Per DS-3 Type Channels or Circuits	\$1,260.00
Post-ASR Cancellation Charges:	
Per DS-0 and DDS Type Channels or Circuits	\$500.00
Per DS-1 Type Channels or Circuits	\$950.00
Per DS-3 Type Channels or Circuits	\$2,450.00

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.* (T)
 (T)

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Missouri Public

SECTION 10.0 - SUPPLEMENTAL CHARGES, (CONT'D.)

REC'D MAY 17 2002

10.2 Service Cancellations

Service Commission (N)

If the Customer, either on behalf of itself or an Authorized User or End User, orders a BellSouth® Dedicated Access service channel or BellSouth® Long Distance Private Line service from the Company and later cancels the order before service begins, a charge shall be made to the Customer for such cancellation.

These cancellation charges vary based upon the facility bandwidth ordered and/or whether an Access Service Request (ASR) has been issued by the Company. A Pre-ASR Charge will be applied when the Customer requests a service cancellation prior to the Company issuing the ASR. A Post-ASR Charge applies when the Company receives the cancellation request after issuance of the ASR for the particular facility.

The cancellation charges indicated below will be applied for each Dedicated Access service channel and/or each circuit in a Private Line service order.

10.2.1 Rates

	Nonrecurring Charge
Pre-ASR Cancellation Charges:	
Per DS-0 and DDS Type Channels or Circuits	\$200.00
Per DS-1 Type Channels or Circuits	\$350.00
Per DS-3 Type Channels or Circuits	\$1,260.00
Post-ASR Cancellation Charges:	
Per DS-0 and DDS Type Channels or Circuits	\$500.00
Per DS-1 Type Channels or Circuits	\$950.00
Per DS-3 Type Channels or Circuits	\$2,450.00

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Service Commission

SECTION 11.0 – CONTRACTS FOR SERVICE*

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11.1 General

Services may be offered by the Company on a contractual basis under one of the following arrangements:

- (A) **Term Plans** - Tariffed services provided by the Company may be offered under contract at discounted rates to Customers who agree to use the Company's services for specific time periods or meet other service specific criteria designated by the Company. Plan availability, qualifications, and rates for services offered with Term Plans are specified on a per service basis as described in the applicable tariff section for the individual service or package of services. Rules and regulations associated with each Term Plan are listed in this section of the tariff. Unless otherwise specified, services furnished under a Term Plan are subject to all general rules and regulations applicable to the provision of service by the Company as stated elsewhere in this tariff.
- (B) **Customized Pricing Arrangements (CPA)** – Private line services will be made available to Customers in a non-discriminatory manner. Rates for interexchange dedicated access, private line, nonswitched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri PSC Staff upon request on a proprietary basis. ICB rates will not be used for switched services. ICBs may also be named Customized Pricing Arrangements (CPA) to keep conformity with any interstate agreement signed by the Customer.

CPAs will be offered under contract and will be made available to similarly situated Customers. An applicant requesting a CPA contract must not be under another CPA contract for the same service, in breach of any Company agreement or obligation, nor have any outstanding past due balances with the Company in order to request such services on a CPA.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

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(T)

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Director, Business Implementation and Compliance
BellSouth Long Distance, Inc.
400 Perimeter Center Terrace, Suite 400
Atlanta, Georgia 30346

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Missouri Public
Service Commission
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Missouri Public
Service Commission

MOi0701

SECTION 11.0 – CONTRACTS FOR SERVICE

11.1 General

Services may be offered by the Company on a contractual basis under one of the following arrangements:

(A) **Term Plans** - Tariffed services provided by the Company may be offered under contract at discounted rates to Customers who agree to use the Company's services for specific time periods or meet other service specific criteria designated by the Company. Plan availability, qualifications, and rates for services offered with Term Plans are specified on a per service basis as described in the applicable tariff section for the individual service or package of services. Rules and regulations associated with each Term Plan are listed in this section of the tariff. Unless otherwise specified, services furnished under a Term Plan are subject to all general rules and regulations applicable to the provision of service by the Company as stated elsewhere in this tariff.

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(B) **Customized Pricing Arrangements (CPA)** – Private line services will be made available to Customers in a non-discriminatory manner. Rates for interexchange dedicated access, private line, nonswitched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri PSC Staff upon request on a proprietary basis. ICB rates will not be used for switched services. ICBS may also be named Customized Pricing Arrangements (CPA) to keep conformity with any interstate agreement signed by the Customer.

CPAs will be offered under contract and will be made available to similarly situated Customers. An applicant requesting a CPA contract must not be under another CPA contract for the same service, in breach of any Company agreement or obligation, nor have any outstanding past due balances with the Company in order to request such services on a CPA.

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April 27, 2007

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Service Commission

Missouri Public

SECTION 11.0 - CONTRACTS FOR SERVICE

REC'D MAY 17 2002

(N)

11.1 General

Service Commission

Services may be offered by the Company on a contractual basis under one of the following arrangements:

- (A) **Term Plans** - Tariffed services provided by the Company may be offered under contract at discounted rates to Customers who agree to use the Company's services for specific time periods or meet other service specific criteria designated by the Company. Plan availability, qualifications, and rates for services offered with Term Plans are specified on a per service basis as described in the applicable tariff section for the individual service or package of services. Rules and regulations associated with each Term Plan are listed in this section of the tariff. Unless otherwise specified, services furnished under a Term Plan are subject to all general rules and regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff.
- (B) **Customized Pricing Arrangements (CPA)** - Private line services will be made available to Customers in a non-discriminatory manner. Rates for interexchange dedicated access, private line, nonswitched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri PSC Staff upon request on a proprietary basis. ICB rates will not be used for switched services. ICBs may also be named Customized Pricing Arrangements (CPA) to keep conformity with any interstate agreement signed by the Customer.

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SECTION 11.0 - CONTRACTS FOR SERVICE*, (CONT'D.)

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11.2 Contract Dispute Resolution (Term Plans and CPAs)

11.2.1 Parties

Once negotiation, mediation or arbitration has commenced, the Customer and the Company will be considered the "Parties" to the dispute resolution procedures described in this section of the tariff.

11.2.2 Mediation

The Parties agree to use good faith efforts to resolve any dispute promptly and fairly. If the Parties are unable to resolve a dispute by negotiation, both Parties agree to submit it to mediation conducted by a mutually selected mediator or, at the option of either Party, by the Center for Public Resources (CPR). The Parties, their representatives, other participants and the mediator shall hold the existence, content and result of the mediation in confidence.

11.2.3 Arbitration

If a dispute submitted to mediation is not successfully resolved, it shall be subject to binding arbitration under the then-current rules and supervision of the CPR. The Federal Arbitration Act, 9 U.S.C. Section 1 to 16, not state law, will govern the arbitrability of all claims. A single arbitrator who is knowledgeable in business information, commercial matters or the telecommunications field, as applicable, will conduct the arbitration. The arbitrator's decision and award will be final and binding, and either Party may enter it in any court with jurisdiction. The arbitrator will not have authority to award punitive or other non-compensatory damages to either Party. The arbitration will be held in Atlanta, Georgia. Each Party will bear its own attorney's fees and related costs associated with the arbitration. The Parties will pay all other costs and expenses of the arbitration as the rules of the CPR provide. The Parties, their representatives, other participants and the arbitrator shall hold the existence, content and result of the arbitration in confidence except that the prevailing Party shall have the right to enter the arbitration award in a court of competent jurisdiction if such entry is necessary to enforce the terms of the award.

* *This service has been grandfathered effective April 27, 2007. No new customers will be provisioned under this service after this date.*

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SECTION 11.0 - CONTRACTS FOR SERVICE, (CONT'D.)**11.2 Contract Dispute Resolution (Term Plans and CPAs)****11.2.1 Parties**

Once negotiation, mediation or arbitration has commenced, the Customer and the Company will be considered the AParties@ to the dispute resolution procedures described in this section of the tariff. (T)

11.2.2 Mediation

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SECTION 11.0 - CONTRACTS FOR SERVICE, (CONT'D.) RECD MAY 17 2002 (N)

11.2 Contract Dispute Resolution (Term Plans and CPAs)

Service Commission

11.2.1 Parties

Once negotiation, mediation or arbitration has commenced, the Customer and the Company will be considered the "Parties" to the dispute resolution procedures described in this section of the Tariff.

11.2.2 Mediation

The Parties agree to use good faith efforts to resolve any dispute promptly and fairly. If the Parties are unable to resolve a dispute by negotiation, both Parties agree to submit it to mediation conducted by a mutually selected mediator or, at the option of either Party, by the Center for Public Resources (CPR). The Parties, their representatives, other participants and the mediator shall hold the existence, content and result of the mediation in confidence.

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If a dispute submitted to mediation is not successfully resolved, it shall be subject to binding arbitration under the then-current rules and supervision of the CPR. The Federal Arbitration Act, 9 U.S.C. Section 1 to 16, not state law, will govern the arbitrability of all claims. A single arbitrator who is knowledgeable in business information, commercial matters or the telecommunications field, as applicable, will conduct the arbitration. The arbitrator's decision and award will be final and binding, and either Party may enter it in any court with jurisdiction. The arbitrator will not have authority to award punitive or other non-compensatory damages to either Party. The arbitration will be held in Atlanta. Each Party will bear its own attorney's fees and related costs associated with the arbitration. The Parties will pay all other costs and expenses of the arbitration as the rules of the CPR provide. The Parties, their representatives, other participants and the arbitrator shall hold the existence, content and result of the arbitration in confidence except that the prevailing Party shall have the right to enter the arbitration award in a court of competent jurisdiction if such entry is necessary to enforce the terms of the award.

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