

MCI Communications Services LLC  
D/b/a Verizon Business Services

Missouri P.S.C. No. 3 (T)  
2nd Revised Adoption Notice  
Replaces 1st Revised Adoption Notice

Adoption Notice

MCI Communications Services LLC d/b/a Verizon business Services, hereby adopts, ratifies, and makes its own, in every respect as if (T)  
the same had been originally filed by it, all tariffs, schedules rules, notices, concurrences, schedule, agreements, divisions, authorities,  
or other instruments whatsoever filed with the Public Service Commission, State of Missouri, by MCI Communications Services LLC (T)  
Prior to December 23, 2005. By this notice, MCI Communications Services, Inc. d/b/a Verizon Business Services also adopts and  
ratifies all supplements or amendments to any of the above tariffs etc., which MCI Communications. Has heretofore filed with said  
Commission.

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Effective: April 3, 2021

Edwin Reese  
Analyst-Govt Relations  
1300 I Street NW, Suite 500E  
Washington, DC 20005

**FILED**  
**Missouri Public**  
**Service Commission**  
**XN-2021-0334; JX-2021-0179**

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLICABLE TO  
COMMUNICATIONS SERVICES WITHIN  
THE STATE OF MISSOURI

This Tariff contains the description, regulations and rates applicable to the furnishings of service or facilities for Telecommunications Services furnished by MCI Communications Services LLC with principal offices at 1300 I Street NW, Suite 500E, Washington, DC 20005. This tariff applies for services furnished within the state of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of Business. (T)

Pursuant to applicable Missouri Law, MCI Communications Services LLC operates as a competitive telecommunications services. (T)

All services will be provided in accordance with commission rules and regulations.

WAIVER OF RULES AND REGULATIONS Missouri Public Service Commission

REC'D SEP 09 1999

MCI WORLDCOM Communications, Inc. is classified as a competitive telecommunications company pursuant to the Missouri Public Service Commission's "Report and Order" in Case No. TA-98-16. The following statutory and regulatory requirements have been waived pursuant to this Report and Order:

Statutory Provisions

Section 392.240 (1)	ratemaking
Section 392.270	valuation of property (ratemaking)
Section 392.280	depreciation accounts
Section 392.290	issuance of securities
Section 392.310	stock and debt issuance
Section 392.320	stock dividend payment
Section 392.330	issuance of securities, debt & notes
Section 392.340	reorganization(s)

Commission Rules

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

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**EXPLANATION OF SYMBOLS**

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- (C) to signify change in regulation
- (D) to signify discontinued rate or regulation
- (I) to signify an increase
- (M) to signify material relocated without change
- (N) to signify new rate or condition
- (R) to signify reduction.
- (T) to signify change in text but no change in rate, rule, or regulation
- (Z) to signify a correction

**CONCURRING CARRIERS**

NONE

**CONNECTING CARRIERS**

NONE

**OTHER PARTICIPATING CARRIERS**

NONE

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APPLICATION OF TARIFF

Service Commission

- 1.1 This tariff applies to intrastate communication services furnished by MCI WORLDCOM Communications, Inc., hereinafter known as the "Company", with its principal address at 515 East Amite Street, Jackson, Mississippi 39201-2702 within the State of Missouri. The local office is located at 1077 Sunset Office Drive, Suite 330, St. Louis, MO 63127. Service is furnished by wire, cable, radio and/or a combination thereof.
- 1.2 From time to time, the Company offers special promotional offerings allowing special discounts or modifications of its regular service offerings to its Customers. Such offerings may be limited to certain dates, times, and locations. These promotions will be subject to prior notifications and approval of the Missouri Public Service Commission.
- 1.3 The Company will give its customers ten days' advance written notice of any increase in its rates.
- 1.4 When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.
- 1.5 Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), MCI WorldCom cancelled its federal tariffs for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic long distance service during a 45-day period for customers who sign up for MCI WorldCom service with a Local Exchange Carrier (LEC). Effective August 1, service descriptions, definitions, terms and conditions, and pricing for Business Markets services no longer federally tariffed may be found in WorldCom's "Service Publication and Price Guide" located on the Company's website at [www.worldcom.com](http://www.worldcom.com).

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2. DEFINITIONS

The following definitions apply for certain terms used generally throughout this tariff:

Accounting Code: A multi-digit code which enables a Customer to allocate long distance charges to internal accounts.

Access Line: A dedicated transmission path which connects a customer location to the carrier's terminal location or switching center.

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

After-Hours Toll-Free Message Referral: This feature enables the toll-free service customer to route toll-free calls to the Company's Message Centre after-hours for either an announcement only, announcement and message recording capability, or both with Message Centre outdial notification.

Option A (Message Announcement only)

This option enables the toll-free service customer to play prerecorded voice information referring callers to other numbers, explaining service conditions, or other general information that a customer desires to provide to callers.

Option B (Announcement with Message Recording)

This option enables the toll-free service customer to play customized voice announcements and if the caller desires, leave a message. The customer may call the Company's Message Centre to retrieve messages.

Option C (Announcement, Message Capability & Message Notification)

This option consists of both message announcement and message recording, plus the ability for the Message Centre to outdial and notify the Company's toll-free customer of messages.

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2. DEFINITIONS (CONT.)

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Area Code Routing: This feature allows the toll-free service customer to route calls to multiple answering locations using one toll-free number. The customer can define two or more originating routing groups and to arrange that calls to a single toll-free service number placed from different routing groups will terminate at different locations.

Application of Service: A standard order form which includes pertinent billing, technical, and other descriptive information which will enable the carrier to provide communication service as required.

Area Code Blocking: This feature allows the toll-free service customer to block originating calls from one or more specific area codes. Customers can tailor their toll-free service to their geographic service area and block unwanted calls from out of their area.

Authorized User: A person, firm, corporation, or other legal entity which is authorized by the customer to be connected to the service of the customer. An authorized user(s) must be named in the application for service.

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2. DEFINITIONS (Cont'd)

Autodialer: A device which allows the Customer to dial pre-programmed telephone number, such as the Company's access number or authorization codes, by pushing one or two buttons. Dialers can be bought as a separate device and added to a phone.

Bandwidth: The total frequency band, in hertz, allocated for a channel.

Business Hours: The phrase "Business Hours" means the time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding Holidays, unless otherwise specified.

Business Service: The phrase "Business Service" means telecommunications services provided to a Customer for use primarily or substantially for a business, professional, institutional or other occupational nature.

Calling Cards: A call billed to a card number issued by a Local Exchange Company.

Cancellation of Order: A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each circuit-end or dedicated access line cancelled from an order prior to its completion by carrier under the following circumstances: (1) if the local telephone company has confirmed in writing to the Carrier that the circuit-end or dedicated access line will be installed; or (2) if the carrier has already submitted facilities orders to an interconnecting telephone company.

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2. DEFINITIONS (Cont.)

Command Routing: This feature allows the toll-free service customer to have toll-free calls rerouted by the Company's network in the event of access blockage to an ANI or T1 circuit ID previously defined by the customer.

Commercial Credit Card Billing

A billing arrangement by which a call may be charged to an authorized credit card number, such as MasterCard, VISA, or American Express. The Company accepts commercial credit cards and charge cards (e.g., MasterCard, VISA, or American Express) for "0+" calls. However, to the extent necessary to control fraud, Company may decline to accept such cards from certain originating (e.g., pay telephone) locations.

Communications Services: The Company's intrastate telephone services offered pursuant to this tariff.

Company: The term "Company" means MCI WORLDCOM Communications, Inc.

Company Calling Card: A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

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2. DEFINITIONS (Cont.)

Credit Card: A call billed to a major credit card or charge card such as Visa, MasterCard or American Express.

Custom Account Coding: Allows the customer to create tables of unique project and/or account numbers for their private use.

Customer-Provided Facilities: All facilities, including those obtained from other communications common carriers, provided by the customer and/or authorized user, other than those provided by the Company.

Customer: The customer is the person, firm, corporation or other legal entity which uses, caused the use of, or allows the use of the Company's communication network and/or services and is thereby responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Provided Equipment: Terminal Equipment, as defined herein, provided by a customer.

Day: The term "Day" means 8:00 a.m. to, but not including, 5:00 p.m. local time at the originating city on Monday through Friday, excluding Company-specified holidays, unless otherwise specified.

Day of Week Routing: This feature allows the toll-free service customer to arrange for calls to a single toll-free service number to be routed to different locations based on the particular day of the week.

Dedicated Access Service: Pursuant to Dedicated Access Service, the customer accesses the terminal location of carrier via dedicated facilities between the customer's premises and the terminal location of carrier (or a Specialized Common Carrier from whom the carrier has acquired service).

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2. DEFINITIONS (Cont.)

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Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Termination Overflow: This feature enables the toll-free service customer to control potential congestion of toll-free calls by sending the overflow calls from one dedicated line to a switched line, allowing for maximum completion of incoming toll-free calls.

Dial Access Service: Pursuant to Dial Access Service carrier provides its customers access to the available network of cities via a local business telephone line provided by carrier (or a Specialized Common Carrier from whom a carrier has acquired service).

Dialed Number Identification Service (DNIS): This feature allows a customer with multiple toll-free service numbers terminating in the same location to identify the specific toll-free service number which was dialed by the calling party and to route the call to the appropriate location. DNIS is only available with dedicated toll-free service.

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2. DEFINITIONS (Cont.)

DISA - Direct Inward System Access - This feature of a PBX or telephone system allows an outside caller to dial directly into the telephone system and access the system's features. A Customer would typically use this feature for making long distance calls away from the office using their less expensive business long distance lines.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Expedite: A service order initiated at the request of the customer plus the accompanying installation or charge to related circuits that is process in a time period shorter than the Company's standard service interval.

Evening: The term "Evening" means 5:00 p.m. to, but not including 11:00 p.m. local time at the originating city on Sunday through Friday and anytime on Company-specified holidays except when a lower rate would normally apply, unless otherwise specified.

Exchange Area: A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.

Holidays: The term "Holiday" means all Company-specified holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Interexchange Service: Any of the Company's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free and Other Service Arrangements.

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

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2. DEFINITIONS (Cont'd)

Local Access Transport Area (LATA): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communication services.

Local Exchange Carrier/Local Exchange: A company providing telecommunications service within a local exchange or LATA.

Local Service Management Systems (LSMs): An intermediate data base system which receives downloads of Customer records from the SMS/toll-free and further downloads them to the appropriate SCPs in its network.

Minimum Average Time Requirement (MATR): A generic term indicating a specified period of time, used in the determination of usage charges, which represents the minimum average duration of calls completed during a billing period.

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

Night/Weekend: The words "Night/Weekend" mean 11:00 p.m. to, but not including, 8:00 a.m. local time in the originating city, anytime on Saturday, and all day Sunday except 5:00 p.m. to, but not including 11:00 p.m., unless otherwise specified.

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2. DEFINITIONS (Cont.)

Nonbusiness Hours: The phrase "Non-Business Hours" means anytime after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and Holidays, unless otherwise specified.

Operator Services: Call intervention by either automated interface or live operators for the purpose of call completion or billing arrangements.

Physical Change: The modification of an existing circuit, dedicated access line, or port at the request of the customer requiring some physical change or re-termination.

Premises: The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business as well as space at the customer's place of business.

Real Time ANI: Real Time Automatic Number Identification (ANI) Service identifies the calling party's telephone number to the toll-free service customer if the call originates from an equal access end office. If the call originates from a non-equal access end office, only the NPA will be delivered to the toll-free service customer. Real Time ANI is available with or without DNIS and is available only with dedicated toll-free service.

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

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2. DEFINITIONS (Cont'd)

Regular Billing: The words "Regular Billing" means a standard bill sent in the normal Company billing cycle. This billing consists of one bill for each account assigned to a Subscriber.

Residential Service: The phrase "Residential Service" means telecommunication services provided for use primarily as nonbusiness service.

Responsible Organization (Resp. Org.): The carrier entity that has responsibility for the management of toll-free numbers in the Service Management System (SMS/toll-free) including maintaining Customer records in the SMS/toll-free system. Also, the entity which accesses the SMS/toll-free to: (a) search for and reserve toll-free numbers; (b) create and maintain toll-free number Customer records, including call processing records; and (c) provide a single point of contact for trouble reporting. The SMS/toll-free recognizes one Resp. Org. for each toll-free number.

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

Service Control Point (SCP): The real-time data base system in the toll-free Data Base Service network that contains instructions on how Customers wish their calls to be routed, terminated or otherwise processed.

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2. DEFINITIONS (Cont.)

Service Group: A group of dedicated lines from a customer's premises to Company's terminal location. Usage per service group determined by average usage per line in a service group times the average number of lines in a service group in a month.

Service Management System (SMS/Toll-Free): The main administrative support system of Toll-Free Data Base Service. It is used to create and update Customer Toll-Free Service records that are then down loaded to Service Control Points (SCPs) for handling Customer's Toll-Free Service calls and to Local Management Systems (LSMSs) for subsequent downloading to SCPs. The system is also used by Resp. Orgs. to reserve and assign toll-free numbers.

Service Order: The written request for communications services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Service: Service means any or all service(s) provided pursuant to this Tariff.

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

Shared Inbound Calls: Refers to calls that are terminated via the Customer's LEC-provided local exchange access line.

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2. DEFINITIONS (Cont.)

Shared Outbound Calls: Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's network. Calls to stations within the Customer's LATA may be placed by dialing "10 + XXX or 101XXXX + the 10-digit number".

Speed Number: A signaling arrangement by which a customer may elect to dial a pre-programmed four digit number in place of a designated ten digit number.

Special Access Line (SAL): A Dedicated Analog DAL or Digital T-1 Access Lines directly connecting customers telephone equipment to the Long Distance Provider without using the Local Exchange Carrier's switching equipment.

Subscriber: The term "Subscriber" means the firm, company, corporation or other entity which contracts for service under this tariff and is responsible for the payment of charges as well as compliance with Company's regulations pursuant to this tariff. The term "Customer" is also used to mean the Subscriber.

Station: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

Switch: The term "Switch" means an electronic device which is used to provide circuit routing and control.

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2. DEFINITIONS (Cont.)

Terminal Equipment: Devices, apparatus, and their associated wiring such as teleprinters, telephone hand sets, or data sets.

Time of Day Routing: This feature allows the toll-free service customer to arrange for calls to a single toll-free service number to be routed to different locations based on the time of day.

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

Validated Account Codes: Account Codes that have restricted access.

Vertical Features: Services such as call validation, "Plain Old Telephone Service" (POTS) number translation, and provision of statistical information on the Customer's toll-free traffic, which may be obtained by the Company from Local Exchange Company access tariffs on behalf of a Company Toll-Free Service Customer for which the Company serves as Resp. Org.

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3. GENERAL REGULATIONS

Missouri Public  
Service Commission

3.1 UNDERTAKING OF THE COMPANY

REC'D SEP 09 1999

3.1.1 General

3.1.1.1 The services furnished herein are for the transmission and reception of voice, data and other types of communications. Services provided pursuant to this tariff may be utilized only for the transmission of communications by Customers consistent with the terms of this tariff, the rules and regulations of the State of Missouri.

3.1.1.2 The Company's services and facilities are available 24 hours a day, 7 days a week.

3.1.2 Availability

3.1.2.1 Service is offered subject to the availability of the necessary facilities and /or equipment. The Company reserves the right to provide services to and from locations where the necessary facilities and/or equipment are available.

3.1.2.2 The Company reserves the right to suspend service or delay service installation until sufficient network facilities are available to meet the anticipated traffic demand or terminate a service request with a full refund of any charges billed to the Customer if satisfactory arrangements cannot be concluded within what the Company determines to be a reasonable amount of time.

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3. GENERAL REGULATIONS

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3.2 USE OF SERVICE

- 3.2.1 Services furnished by the Company may not be used for any unlawful purpose, including business, governmental, residential or other use.
- 3.2.2 No restrictions apply on sharing or resale of services. The Customer remains liable for all obligations under this tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same.
- 3.2.3 Use of the services herein in a manner that could interfere with the services provided to other Customers, harm the facilities of the Company or others is prohibited.
- 3.2.4 In the event that the Company determines, based upon its sole judgement, that there is fraudulent use of either the services furnished by the Company or the Company's network, the Company will, without liability to the Customer, discontinue service and/or seek recourse to recover from the Customer all costs involved in enforcement of this provision.
  - 3.2.4.1 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, such as calling card codes, when the Company deems, in its sole judgement, it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk.
  - 3.2.4.2 Without incurring any liability, the Company may discontinue the furnishing of service(s) to a Customer immediately and without notice if the Company deems, in its sole judgement, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.

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3. GENERAL REGULATIONS

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3.2 USE OF SERVICE (Cont.)

- 3.2.5 The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of facilities or calling cards assigned to the Customer. Additionally, the Company may, but is not required to, block calls on authorization codes which the Company believes to be unauthorized or fraudulent. Service will be restored in the event the Customer advises the Company that the traffic is normal and there is no material unauthorized usage and/or no request is made by the Customer to the Company to mitigate the abnormal calling patterns or other possible unauthorized use.
- 3.2.6 If a Customer utilizes a dedicated access line between the Customer's premises and the Company's service office for the origination or termination of calls, the Customer is responsible for payment of all charges for usage over that access line, including any usage which may be fraudulent or unauthorized.
- 3.2.7 The use and restoration of service shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules.
- 3.2.8 With the use of the Company authorization codes, the Customer agrees to pay the Company all charges incurred as a result of any delegation of authority whether authorized or unauthorized resulting in the use of its Company authorization code.

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3. GENERAL REGULATIONS

3.2 USE OF SERVICE

3.2.9 No Fault Found Dispatch Charge for Business Customers:

A non-recurring charge applies when a Company representative is dispatched to the Customer's premises at the request of the Customer to investigate a suspected issue with Company service, and the Company representative responds to the dispatch and confirms the proper functioning of Company service. This can include, but is not limited to, dispatches requested to: assist with identifying a problem which turns out to be within the scope of the Customer/vendor-maintained equipment or network; provide technical assistance with Customer- or vendor-maintained network and equipment issues that are outside the scope of the Company's responsibility; or tag Company's demarcation point and, in doing so, the Company representative finds the circuit is clearly marked.

The following charges apply per visit to the Customer's Premises, Based on time of the visit

Time of Day/Charge

<u>Normal Working Hours</u>	<u>Outside of Normal Working Hours</u>
\$265	\$400

For purposes of this provision, "Normal Working Hours" are defined as Monday to Friday, excluding New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day, 7 AM to 7 PM in the time zone of the Customer's premises; a visit to Customer premises which begins or ends outside of Normal Working Hours is "Outside of Normal Working Hours."

ALL MATERIAL ON THIS PAGE IS NEW

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Carmen L. Feliciano  
Tariff Administrator  
205 N. Michigan Avenue  
Chicago, IL 60601

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Missouri Public  
Service Commission



3. GENERAL REGULATIONS

3.2 USE OF SERVICE

3.2.11 Individual Case Basis (ICB) Arrangements

Private line services will be made available to customers in a non-discriminatory manner. Rates for local exchange, dedicated access , private line, non-switched, and special access 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 Commission Staff upon request on a proprietary basis. Rates may be negotiated and adjusted on individual Contract Basis (ICB) Customer Specific Proposals (CSPs) in an exchange in which basic local telecommunications service offered to business customers by the incumbent local exchange company has been declared competitive. Terms of ICB/CSP provided to business customers will be provided on a proprietary basis to the Commission Staff, upon request.

**ALL MATERIAL ON THIS PAGE IS NEW**

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Carmen L. Feliciano  
205 N. Michigan Ave.  
Chicago, IL 60601

3. GENERAL REGULATIONS (Cont'd)

Missouri Public  
Service Commission

3.3 OBLIGATIONS OF THE COMPANY

REC'D SEP 09 1999

3.3.1 Liability

Except as provided in this Section, the Company's sole liability for any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from or in any way attributable to acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under this tariff shall not exceed an amount equal to the monthly recurring charge to the Customer for one (1) month, if any, or as otherwise set forth in the outage credit provisions of this tariff provided, however, that:

3.3.1.1 The Company's liability for its willful misconduct is not limited by this tariff.

3.3.1.2 The Company is not liable for any failure of facilities or performance of services due to causes beyond its control, including, but not limited to, civil disorder, fire, flood, storm or other natural or man-made disasters or elements, labor problems or regulations issued by or action taken by any government agency having jurisdiction over the Company or its services or equipment.

3.3.1.3 The Company shall have no liability to any person or entity other than its Customer.

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3. GENERAL REGULATIONS (Cont'd)

Missouri Public  
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3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

REC'D SEP 09 1999

3.3.1 Liability (Cont'd)

3.3.1.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against the following:

- .1 Any claim, loss, expense or damage (including, but not limited to, attorney's fees and expenses) for engaging in a criminal enterprise, defamation, libel, slander, invasion of privacy, or infringement of copyright or patent, arising from or in connection with the material, data, information, or other content transmitted over the services or facilities furnished by the Company;
- .2 Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for any act or omission of the Customer or its agents and contractors, or due to the failure of Customer-provided equipment, facilities, systems or services;
- .3 Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for personal injury or death of any person caused directly, or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company; and/or
- .4 Any use by the Customer of the Company's products or services which use has been restricted or limited by action of a government agency having jurisdiction over the Customer, the Company or its products or services;

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3. GENERAL REGULATIONS (Cont'd)

Missouri Public  
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3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

REC'D SEP 09 1999

3.3.1 Liability (Cont'd)

3.3.1.5 All or a portion of the service may be provided over facilities of third parties, and the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.

3.3.1.6 Where any claim arises out of the Company's acting as a Resp. Org. or where the Company's Toll-Free Service is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's order, or Customer is provided with a number(s) other than the one(s) committed by the Company to the Customer, or the number(s) is not included in the Toll-Free Service Directory Assistance or is included in an incorrect form, or Vertical Features are not obtained or are obtained in error, and any such failure(s) is due solely to the negligence of the Company, in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure(s), or (b) the sum of \$1,000.00.

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3. GENERAL REGULATIONS (Cont'd)

Missouri Public  
Service Commission

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

REC'D SEP 09 1999

3.3.1 Liability (Cont'd)

3.3.1.7 The Company shall not be liable for the use, misuse or abuse of a Customer's Toll-Free Service by third parties, including, without limitation, the Customer's employees or members of the public who dial the Customer's toll-free number by mistake. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties.

3.3.1.8 In the event that the Company causes the misrouting of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.

3.3.1.9 The Company reserves the right to immediately suspend or cancel without advance written notice and without any liability whatsoever, the provision of Toll-Free Service to any Toll-Free Service Customer if the Company determines in its sole discretion that: the Customer is using the Toll-Free Service to make or permit any telephone facility under such Customer's control to be used for any purpose or activity, including, but not limited to, any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended; or toll-free calls are being placed with the intent of gaining access to a Customer's outbound calling services without authorization from the Customer.

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3. GENERAL REGULATIONS (Cont'd)

Missouri Public  
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3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

REC'D SEP 09 1999

3.3.1 Liability (Cont'd)

3.3.1.10

The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer-provided equipment which are transmitted or carried on the Company's network. The Company's Corporate Security Department may work with Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, the Company does not warrant or guarantees that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.

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3. GENERAL REGULATIONS (Cont'd)

REC'D SEP 09 1999

3.4 OBLIGATIONS OF THE CUSTOMER

- 3.4.1 The Customer shall be responsible for damages to the Company's facilities caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees.
- 3.4.2 The Customer shall provide access to the Customer's or authorized user's premises by the Company personnel for inspection, repair and/or removal of any facilities or equipment of the Company on an unrestricted basis.
- 3.4.3 The Customer will guarantee the performance by his authorized user(s) of all provisions of this tariff and contractual obligations between the Customer and the Company. The Customer will be liable for the acts or omissions of its authorized user(s) relative to the compliance with the provision of this tariff.

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3. GENERAL REGULATIONS (Cont'd)

REC'D SEP 09 1999

3.4 OBLIGATIONS OF THE CUSTOMER Cont.)

3.4.4 The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the services provided under this tariff, provided however, that where there is not interruption of use or relocation of the services, such assignment or transfer may be made to the following:

- (a) Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the delegating Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any, or
- (b) A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

If the Customer wishes to assign or transfer the right to use services provided under this tariff, written consent of the Company is required prior to such assignment or transfer which consent may be granted or withheld in the sole discretion of the Company. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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3. GENERAL REGULATIONS (Cont'd)

REC'D SEP 09 1999

3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)

3.4.5 The Customer of the Company's 1+ and/or Toll-Free Service is responsible for payment for all calls placed:

- (a) via the Customer's local telephone service number(s);
- (b) via dedicated access lines to the Company facilities and/or network;
- (c) via the Customer's Toll-Free Service number(s) either intentionally or mistakenly placed;
- (d) originated at the Customer's number(s);
- (e) accepted at the Customer's number(s) (e.g. collect calls); and
- (f) billed to the Customers number via third number billing.

This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service, Customer provided systems, equipment, facilities, services interconnected to the Customer's local telephone service, dedicated lines or Toll-Free Service; which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public.

Customer's are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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3. GENERAL REGULATIONS (Cont'd)

Missouri Public  
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3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)

REC'D SEP 09 1999

- 3.4.6 The Customer must obtain an adequate number of access lines for Toll-Free Service to handle its expected demand in order to prevent interference or impairment of the service or any other service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability, may disconnect or refuse to furnish Toll-Free Service to any Customer that fails to obtain an adequate number of lines. In the case of disconnections, the Customer will be notified in writing in advance of the termination of service.
- 3.4.7 Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others, through the use of Customer-provided facilities or equipment, or through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in the imposition of any liability upon the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any local exchange company labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to services provided pursuant to this agreement, including payment of the Company's reasonable attorney's fees.

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3. GENERAL REGULATIONS (Cont'd)

Missouri Public  
Service Commission

3.5 PAYMENT REGULATIONS

REC'D SEP 09 1999

3.5.1 Service is provided and billed on a monthly basis. Service continues to be provided until 30 days after the Company's receipt of a written request from the Customer for the disconnection of service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to the charges for the Company's services, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes resulting from the services furnished by the Company. Such taxes shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

3.5.2 The Customer is responsible for payment of all charges for service furnished by the Company. This includes payment for calls or services (a) originated at the Customer's number(s) whether authorized or not; (b) accepted at the Customer's number(s) (e.g. Toll-Free Service and collect calls); (c) billed to the Customer's number via third number billing, a calling card, a company-assigned authorization code, travel card number, or other special billing number; and/or (d) incurred at the specific request of the Customer.

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.

5.4.1 A Customer of Toll-Free Service is responsible for payment for all calls placed to or via the Customer's Toll-Free Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's Toll-Free Service, which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public who dial the Customer's toll-free number by mistake.

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3. GENERAL REGULATIONS (Cont'd)

Missouri Public  
Service Commission

3.5 PAYMENT REGULATIONS (Cont'd)

REC'D SEP 09 1999

3.5.4 If notice of a dispute with respect to charge is not received, in writing, within 30 days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety. Accounts not paid within 30 days from the invoice date will be considered delinquent. Delinquent payments may result in the imposition of a late fee on commercial or business accounts only at the rate of 1.5% of the unpaid balance per month or the maximum allowable rate under applicable state law.

3.5.5 If a Customer accumulates more than \$1,000 of undisputed delinquent Toll-Free Service charges, the Company's Resp Org reserves the right not to honor that Customer's request for a Resp Org change and the Company reserves the right not to honor that Customer's request for a carrier change until such undisputed charges are paid in full.

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3. GENERAL REGULATIONS (Cont'd)

REC'D SEP 09 1999

3.5 PAYMENT REGULATIONS (Cont'd)

3.5.6 The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for service.

3.5.6.1 Applicants or Customers whose credit worthiness is not acceptable to the Company or is not a matter of general knowledge, may be denied service or may be required to make, at any time, a deposit in an amount equaling up to two months, actual or estimated charges for the services provided.

3.5.6.2 In the case of a cash deposit, interest will be paid for the period during which the deposit is held by the Company. If the Company, in its sole discretion, determines that the Customer is not capable of satisfying its payment obligations, services may be cancelled by the Company upon five days written notice.

3.5.6.3 In accordance with the Missouri Public Service Rules, such deposit may be refunded or credited to the Customer at, or any time prior to, termination of service. The Customer may elect to apply the deposit to future invoices or receive a payment of the deposit amount. However, if any balance is outstanding on the Customer's account at the time of cancellation, the Company reserves the right to apply the Customer's deposit and accumulated interest against the Customer's unpaid balance.

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3. GENERAL REGULATIONS (Cont'd)

RECD SEP 09 1999

3.5 PAYMENT REGULATIONS (Cont'd)

3.5.7 In the event the Company incurs fees or expenses, including attorney's fees, court costs, costs of investigation and related expenses in collecting, or attempting to collect, any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

3.5.8 In the event that a check or draft tendered by a Customer is returned, a fee of \$25.00 will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.

3.5.9 All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees (including franchise and right-of-way fees), or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this tariff. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice.

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3. GENERAL REGULATIONS (Cont'd)

Missouri Public  
Service Commission

3.5 PAYMENT REGULATIONS (Cont'd)

RECD SEP 09 1999

3.5.10 The Company will bill previously unbilled charges for service to the Customer, provided the associated service was furnished not more than one hundred eighty (180) days preceding the date of the Customer's bill, including the following items:

- collect calls
- credit card and calling card calls
- third party calls
- "error file" calls (calls which can not be billed due to the unavailability of complete billing information to the Company)

3.5.10.1 In cases involving toll fraud, the Company may backbill for one and one-half (1 1/2) years.

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3. GENERAL REGULATIONS(Cont'd)

Missouri Public  
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3.6 CREDIT ALLOWANCES

REC'D SEP 09 1999

3.6.1 Interruption of Service

3.6.1.1 No credit will be allowed for relinquishing facilities in order to perform routine maintenance.

3.6.1.2 Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all equipment, facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or services are owned and operated by the Company.

3.6.1.3 No credit will be allowed for failures of service or equipment due to Customer user-provided facilities or any act or omission of the Customer or its authorized user(s).

3.6.1.4 Credit allowance time for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the service has been restored and an attempt has been made to notify the Customer.

3.6.1.5 The Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment.

3.6.1.6 Only those portions of the service or equipment operation materially interfered with will be credited.

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3. GENERAL REGULATIONS(Cont'd)

Missouri Public  
Service Commission

3.6 CREDIT ALLOWANCES (cont.)

REC'D SEP 09 1999

3.6.2 Outage Credit

3.6.2.1 No credit shall be given for an interruption of less than 2 hours.

3.6.2.2 The Customer shall be credited for an interruption of 2 hours or more at the rate of 1/360th of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof that the interruption continues. ( A billing period has 30 days and service is provided 24 hours a day, 7 days a week. Every month will have 720 hours.)

3.6.2.3 Where a minimum usage charge is applicable and the Customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of 2 hours or major fraction thereof that the interruption continues.

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3. GENERAL REGULATIONS(Cont'd)

Missouri Public  
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3.7 INTERCONNECTION

REC'D SEP 09 1999

- 3.7.1 When the services or equipment of the Company are interconnected with and/or terminated in any service and/or equipment of another communications common carrier, the Customer shall comply with any applicable tariff regulations of and/or contractual obligations it has to the other communications common carrier.
- 3.7.2 The Company shall be appointed agent of the Customer to arrange interconnection from the Company's point of presence (POP) to the Customer's facilities unless otherwise specified. The Customer shall be responsible for payment of local access line charges for such interconnections secured on its behalf. The rates charged for local access service are determined by the local exchange company or other third parties utilized by the Company in arranging local access service. The Customer acknowledges that the Company may rely on these companies for installation and testing of local access lines. The Company is not liable for untimely installation, facilities not operating or equipment that is not provided by the Company.
- 3.7.3 Interconnection of the Company's services or equipment with the services of other communications common carriers is permitted as well as Customer provided communications facilities so long as the facilities and services provided by others do not interfere with the proper functioning of the facilities and services provided by the Company.

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3. GENERAL REGULATIONS(Cont'd)

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3.8 EQUIPMENT

RECD SEP 09 1999

3.8.1 Customer Obligations

- 3.8.1.1 The Customer shall assume all responsibility for obtaining all necessary permits, authorization or consents for interconnecting Customer-provided equipment or facilities with the Company's services or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's services or equipment.
- 3.8.1.2 Access to and release of Company provided facilities located on the Customer's premises for testing and repair will be required for failures of equipment or service and/or routing maintenance. The Company will notify the Customer in advance of such necessary access or release and will attempt to schedule the access or release at a mutually convenient time. For charges contemplated in the tariff, such testing and repair and/or routine maintenance will be performed during regular business hours. When, at the specific request of the Customer, such routine maintenance, testing and/or repair is performed outside of regular business hours, additional special service charges may apply.
- 3.8.1.3 The Customer shall operate its equipment and facilities in such a manner that its use of the Company's facilities shall not interfere with any other Customer's use of the Company's services or equipment.

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3. GENERAL REGULATIONS(Cont'd)

Missouri Public  
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3.8 EQUIPMENT (Cont.)

REC'D SEP 09 1999

3.8.1 Customer Obligations (Cont.)

3.8.1.4 The Customer shall provide adequate space, electrical power, wiring, HVAC and electrical outlets necessary for the proper operation of the Company's equipment on the Customer's and/or authorized user's premises.

3.8.1.5 The Customer shall be responsible for all loss regardless of cause (other than directly resulting from an act or omission of the Company) to the Company's equipment on the Customer's or its authorized user's premises.

3.8.1.6 The Customer is responsible for ensuring that, except for Customer authorized and qualified personnel, no one attempts to adjust, modify, move or otherwise interfere in any way with the continuous operation of the Company's equipment located at the Customer's or authorized user premises.

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3. GENERAL REGULATIONS(Cont'd)

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3.8 EQUIPMENT (Cont'd)

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3.8.1 Customer Obligations (Cont'd)

3.8.1.7 The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of service or for safety reasons.

3.8.1.8 The Customer shall be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the following:

- (a) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
- (b) the reception of signals by Customer-provided equipment; or
- (c) network control signalling where such signalling is performed by Customer-provided network control signalling equipment.

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3. GENERAL REGULATIONS(Cont'd)

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3.8 EQUIPMENT (Cont'd)

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3.8.2 Terminal Equipment

3.8.2.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided in this tariff. The Customer is responsible for all costs at his premises, including Customer personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.

3.8.2.2 When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth below and shall not interfere with service furnished to other Customers. Additional protective equipment, if needed, shall be employed at the Customer's expense.

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3. GENERAL REGULATIONS(Cont'd)

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3.8 EQUIPMENT (Cont'd)

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3.8.2 Terminal Equipment (Cont'd)

3.8.2.3 When service using voice grade facilities is terminated in Customer-provided terminal equipment, channel derivation devices, or communications systems, the Customer shall comply with the following minimum protective criteria:

- .1 When the facilities furnished under this tariff are used in common with local exchange carrier services, it is necessary in order to prevent excessive noise and cross talk, that the power of the signal applied to the local lines be limited. A single valued limit for all application cannot be specified. Therefore, the power of the signal in the band over 300 hertz which may be applied by the Customer-provided equipment at the point of termination will be specified by the carrier for each application, to be consistent with the signal power allowed on the telecommunications network.

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3. GENERAL REGULATIONS(Cont'd)

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3.8 EQUIPMENT (Cont'd)

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3.8.2 Terminal Equipment (Cont'd)

3.8.2.3 (Cont.)

.2 To protect the telecommunications services from interference at frequencies which are above the band of service provided, the carrier will specify the acceptable signal power in the following bands to be applied by the Customer provided equipment or communications system at the point of termination to insure that the input to the carrier's facilities does not exceed the limits indicated.

- a. The power in the band from 3,995 hertz to 4,000 hertz shall be at least 18 Db below the power of the signal as specified in Subsection .1 preceding.
- b. The power in the band from 4,000 hertz to 10,000 hertz shall not exceed 24 dB below one milliwatt.
- c. The power in the band from 10,000 hertz to 25,000 hertz shall not exceed 24dB below one milliwatt.
- d. The power in the band from 25,000 hertz to 40,000 hertz shall not exceed 36 dB below one milliwatt.
- e. The power in the band above 40,000 hertz shall not exceed 50 dB below one milliwatt.

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3. GENERAL REGULATIONS(Cont'd)

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3.8 EQUIPMENT (Cont'd)

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3.8.2 Terminal Equipment (Cont'd)

3.8.2.3 (Cont'd)

- .3 Where there is connection via Customer-provided terminal equipment or communications systems to a Message Telecommunications Service to prevent the interruption or disconnection of calls or interference with network control signaling, it is necessary that the signal applied by the Customer-provided equipment to the interface at no time has energy solely in the 2450 to 2740 hertz band. If signal power is in the 2450 to 2750 hertz band, it must not exceed the power present at the same time in the 800 to 2450 hertz band.

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3. GENERAL REGULATIONS(Cont'd)

3.8 EQUIPMENT (Cont'd)

3.8.2 Terminal Equipment (Cont'd)

3.8.2.3 (Cont'd)

.4 Where such Customer-provided equipment or communications system applies, signals having components in the frequency spectrum below 300 hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in a. through d. following:

- a. The maximum rms (root-mean-square) value, including dc and ac components of the current per conductor shall not exceed 0.35 ampere.
- b. The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.
- c. The conductor voltage shall be such that the conductor-to-ground voltage limit in .2 preceding is not exceeded. If the signal source is not grounded, the voltage limit in .2 preceding applies to the conductor-to-conductor voltage.
- d. The total weighted rms voltage within the band from 50 hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighing factors indicated.

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3. GENERAL REGULATIONS(Cont'd)

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3.8 EQUIPMENT (Cont'd)

3.8.2 Terminal Equipment (Cont'd)

3.8.2.3 (Cont'd)

<u>For Frequencies Between</u>	<u>Weighing Factor</u>
50 Hertz and 100 Hertz	$f^2/10^4$
100 Hertz and 300 Hertz	$f^{3.3}/10^{6.6}$

Where f is the numerical value of the frequency, in hertz, of the frequency component being weighted.

3.8.2.4 If the Customer fails to maintain and operate its terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require repair, maintenance or the use of protective equipment at the Customer's expense. If such repair, maintenance or use of protective equipment fails to produce satisfactory results, the Company may, upon written notice terminate the Customer's service immediately.

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3. GENERAL REGULATIONS(Cont'd)

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3.9 CANCELLATION OF SERVICE

3.9.1 For any of the following reasons, the Company may discontinue service upon at least 10 days' notice or cancel an application for all services without incurring any liability. (Separate accounts for the same Customer are also subject to this provision.)

3.9.1.1 In the event that a Customer's bill remains unpaid after more than thirty days following rendition of the bill;

3.9.1.2 In the event of a violation of any regulation governing the service under this tariff; when necessitated by conditions beyond the Company's control; or a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;

3.9.1.3 Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

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3. GENERAL REGULATIONS(Cont'd)

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3.9 CANCELLATION OF SERVICE (Cont'd)

- 3.9.2 If a Customer of Toll-Free Service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily and/or deny requests for additional service. In case of disconnection, the Customer will be notified in writing in advance of the disconnect.
- 3.9.3 Service may be canceled by the Customer only on not less than 30 days written notice to the Company. In the event the Company is unable to disconnect the Customer's access line by the requested cancellation date, the Customer will be responsible for any usage over the line.
- 3.9.4 The discontinuance of service by the Company pursuant to the Section does not relieve the Customer of any obligations to pay the Company for charges due and owed for service(s) furnished up to the time of discontinuance.
- 3.9.5 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

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3. GENERAL REGULATIONS(Cont'd)

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3.9 CANCELLATION OF SERVICE (Cont'd)

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- 3.9.6 Except as otherwise provided in this tariff or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the person(s) whose name(s) and business address(es) appear on the executed service order.
- 3.9.7 Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.
- 3.9.8 The Customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the Customer cancels the order before service begins or prior to the expiration of the service term or if service is cancelled for nonpayment or failure to make a requested deposit. The charge will be equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the term. The Customer is liable for any charges assessed by the interconnecting carrier providing the dedicated local access line.

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3. GENERAL REGULATIONS(Cont'd)

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3.10 SPECIAL SERVICES

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For the purpose of this tariff, a Special Service is deemed to be any service requested by the Customer for which there is no prescribed rate in this tariff. Special Services charges will be developed on an individual case basis and filed in this tariff.

3.10.1 Special Service charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service request.

3.10.1.1 If at the request of the Customer, the Company obtains facilities not normally used to provide service to its Customers, the cost incurred will be billed as a Special Service.

3.10.1.2 If at the request of the Customer, the Company provides technical assistance not normally required to provide service, the costs involved will be billed as a Special Service.

3.10.1.3 Where special signaling, conditioning, equipment, or other features are required to make Customer-provided equipment compatible with the Company's service, the cost of providing these features will be billed as a Special Service.

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3. GENERAL REGULATIONS(Cont'd)

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3.11 FRACTIONAL CHARGES

- 3.11.1 Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished, and dividing that number by thirty days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.
- 3.11.2 Unless otherwise specified, for each call the minimum charge shall be the applicable charge for the initial billing increment of use with use in excess of the initial billing increment during a call charged at the applicable rate per minute with the fractional billing increments, if any, of each call rounded up to the next highest whole billing increment.
- 3.11.3 All per call charges of fractional cents shall be rounded to the next full cent unless otherwise stated in the specific product description (Section 5).

3.12 TELECOMMUNICATIONS RELAY SERVICE (TRS)

- 3.12.1 TRS is a service which permits hearing or speech impaired Customers who have been certified, in writing, by a licensed physician, audiologist, speech pathologist, or appropriate state or federal agency, as having a hearing or speech impairment which precludes oral communications and who use a Telecommunications Device for the Deaf (TDD), to complete calls to Customers who do not use TDD. Customers originating a call, either by voice or TDD, reach the TRS center for their respective state via a toll free telephone number.
- 3.12.2 The completed call is rated as a call from the originating telephone number to the terminating telephone number. This service will apply to intrastate calls that originate and terminate in Missouri. The usage rates for Dial USA listed in Section 5.1.2(c) will apply to all intrastate TRS calls, except that a discount of 50 percent will be credited to all intrastate TRS calls. Intrastate Operator Assisted TRS calls will be priced using the rates specified in Section 5.3.2.D. All TRS calls are confidential. All TRS calls are not eligible for any discounts associated with any other Calling Plans and may not be placed to 900 or 976 numbers.

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4. BILLING REGULATIONS

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4.1 DETERMINATION AND RENDERING OF CHARGES

- 4.1.1 For the purpose of billing, service will be deemed to be started on the day the service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, Customers will be billed for all usage commencing on the date usage begins.
- 4.1.2 Subject to the Company's right to cancel or suspend services as otherwise provided in this tariff, the minimum service period for services is 30 days. Termination by Customer is effective 30 days after receipt by the Company of a written notice of cancellation. Termination by the Company is effective 30 days after delivery of written notice or as otherwise set forth in this tariff.
- 4.1.3 All monthly recurring charges are billed one month in advance. Initial and final month's billing, when the service period is less than a month, will be prorated at 1/30th of the month's recurring charge for each day the service was rendered or equipment was provided.
- 4.1.4 Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at 1/30th of the monthly minimum amount for each day the service was rendered.

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4. BILLING REGULATIONS (Cont'd)

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4.1 DETERMINATION AND RENDERING OF CHARGES (Cont'd)

4.1.5 The applicable usage rates for the billing of a distance sensitive call will depend on the distance in airline mileage between the originating and terminating points of the call. For the purpose of determining the airline mileage of a call, the Company will utilize the vertical ("V") and horizontal ("H") coordinates of the rate centers of the originating and terminating points of the call. For purposes of billing, the Company references "V" and "H" coordinates provided by Bell Communications Research.

Calls originated by dialing a local exchange number or a 950-type number using an authorization code, the originating point will be the rate center in which the switched access facilities are located. For calls originated via equal access connections, WATS access lines or dedicated access lines, the originating point will be the rate center in which the Customer is located. The terminating point will be determined by the rate center of the called number.

The formula is as follows:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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4. BILLING REGULATIONS (Cont'd)

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4.1 DETERMINATION AND RENDERING OF CHARGES (Cont'd)

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4.1.6 Rate periods apply, unless noted otherwise, as indicated below and are based on the time in which a call is established. In cases where a call begins in one rate period and continues into another, the rate in effect in each period will apply to the portion of the call occurring within the applicable rate period.

Day rates apply from 8 a.m. to, but not including, 5 p.m. Monday through Friday.

Evening rates apply from 5 p.m. to, but not including, 11 p.m. Sunday through Friday.

Night rates apply from 11 p.m. to, but not including, 8 a.m. seven days a week.

Weekend rates apply from 8 a.m. to, but not including, 11 p.m. Saturday and from 8 a.m. to, but not including, 5 p.m. on Sunday.

On holidays, evening rates apply throughout the day on which the holiday is observed unless a lower rate would normally apply.

4.2 TIMING OF CALLS

Billable time for service is the duration of time between the called station answering and the called or calling station disconnecting, provided duration may be rounded in accordance with specific descriptions in this tariff.

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