

Mr. Morris Woodruff, Executive Secretary Missouri Public Service Commission 200 Madison Street, Suite 500 Jefferson City, MO 65102-0360

RE: tw telecom of kansas city llc Notice of Detariffing MO PSC No. 8 – Grandfathered Local Exchange Services MO PSC No. 9 – Interexchange Services MO PSC No. 11 – Local Exchange Services February 12, 2016 Via Overnight Delivery

RECEIVED

FEB 1 6 2016

Records Public Service Commission

Dear Mr. Woodruff:

Pursuant to SB651, enacted March 20, 2014, please accept the original and two (2) copies of this letter as notice that **tw telecom of kansas city llc** is electing to be exempt from the requirement to maintain retail tariffs on file with the Commission and is withdrawing in whole its MO PSC No. 11, Competitive Local Services Tariff; MO PSC No. 8, Grandfathered Local Exchange Services Tariff and MO PSC No. 9, Interexchange Services tariff PSC Mo. No. 1 effective February 17, 2016.

The Company's tariffs contain interexchange and local services for business customers only and the Company will make their interexchange and both local price lists available on its website outlining the terms, conditions and rates associated with these services. The hyperlink to the website where the price lists are posted for public inspection is as follows: http://www.tariffs.net/twtelecom2/states.asp.

Please acknowledge receipt of this filing by stamping the extra copy of this cover letter and returning it in the self-addressed stamped envelope provided for this purpose. Any questions you may have regarding this filing should be directed to my attention at 407-740-3002 or via email to cwightman@tminc.com. Thank you for your assistance in this matter.

Sincerely,

Connie Wightman Consultant

- cc: Tammy Chatfield Level 3
- cc: Office of Public Counsel
- file: tw telecom Missouri Local
- file: tw telecom Missouri GF Local
- file: tw telecom Missouri IXC
- tms: MOx1504

Enclosures

CW/bc

JC-2016-0212

This tw telecom of kansas city llc P.S.C. MO. No. 8 cancels and replaces in its entirety Time Warner Telecom of Kansas City, LLC P.S.C. MO. No. 4 on file with the Missouri Public Service Commission.

> This tariff, MO PSC No.8, contains grandfathered services as of August 1, 2007 The Company's tariff, MO PSC No. 11 contains current services and rates.

> > Schedule of Rates, Rules and Regulations Governing the Provision of resold and facilities-based Basic Local Exchange Telecommunications Service in Portions of the State of Missouri

#### OFFERED BY

# tw telecom of kansas city llc

4625 West 86th Street, Suite 500 Indianapolis, IN 46268

tw telecom of kansas city llc operates as a competitive telecommunications company in the State of Missouri

Issued: May 14, 2008

Issued by:

CANCELLED February 17, 2016 Missouri Public Service Commission JC-2016-0212 Pamela Sherwood, VP – Regulatory Affairs 4625 W. 86th Street, Ste 500 Indianapolis, IN 46268 Effective: July 1, 2008

MO PSC No. 8

1<sup>st</sup> Revised Page 2

Cancels Original Page 2

# GRANDFATHERED LOCAL EXCHANGE SERVICES

# WAIVER OF STATUTES AND RULES

tw telecom of kansas city llc is classified as a competitive telecommunications company in Missouri for<br/>which the following statutory and regulatory requirements are waived:(T)(T)(T)

# STATUTES

Uniform system of accounts used for annual reports	(T)
Ratemaking	(N)
Property valuation (ratemaking)	(T)
Depreciation accounts	(N)
Issuance of securities	(T)
Sale, assignment, lease, transfer, mortgage, disposition, encumbrance,	(N)
merger or consolidation	(N)
Acquisition of stock	
Stock and debt issuance	(T)
Stock dividend payments	(T)
Issuance of securities, debt and notes	
Reorganization(s)	(T)
	Property valuation (ratemaking) Depreciation accounts Issuance of securities Sale, assignment, lease, transfer, mortgage, disposition, encumbrance, merger or consolidation Acquisition of stock Stock and debt issuance Stock dividend payments Issuance of securities, debt and notes

# COMMISSION RULES

4 CSR 240-3.550(4)	Telecommunications Company Records and Reports	(N)
4 CSR 240-3.550(5)(A)	Telecommunications Company Records and Reports	(N)
4 CSR 240-10.020	Income on depreciation fund investments	
4 CSR 240-30.040	Uniform system of accounts	
4 CSR 240-32.060	Engineering and Maintenance Standards	(N)
4 CSR 240-32.070	Quality of Service	
4 CSR 240-32.080	Service Objectives and Surveillance Levels	
4 CSR 240-33.040 (1), (2),	Billing and Payment Standards for Residential Customers	
(3), (5), (6), (7), (8), (9), and		
(10)		
4 CSR 240-33.045	Requiring Clear Identification and Placement of Separately Identified	
4 CSR 240-33.080(1)	Disputes by Residential Customers Charges on Customer Bills	
4 CSR 240-33.130.1	Operator Service	
4 CSR 240-33.130(4)	Operator Service	
4 CSR 240-33.130(5)	Operator Service	
4 CSR 240-35	Reporting of bypass and Customer-specific arrangements	(N)

FILED Missouri Public Service Commission CE-2009-0176; JC-2009-349

#### WAIVER OF STATUTES AND RULES

Pursuant to its Report and Order issued in Case No. TA-96-455, In the Matter of the Application of tw telecom of kansas city llc, the Missouri Public Service Commission waived the following statutes and regulations for purposes of the provision of the telecommunications services set forth herein:

#### **STATUTES**

Section 392.210.2	Uniform system of accounts
Section 392-270	Property valuation
Section 392.280	Depreciation rates
Section 392.290.1	Issuance of stocks and bonds
Section 392.300.2	Acquisition of stock
Section 392.310	Issuance of stocks and bonds
Section 392.320	Stock dividends
Section 392.330	Issuance of securities, debt and notes
Section 392.340	Reorganization

#### COMMISSION RULES

4 CSR 240-10.020	Income on depreciation fund investments
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-35	Reporting of bypass and customer-specific arrangements

CANCELLED December 11, 2008 Missouri Public Service Commission CE-2009-0176; JC-2009-0349

FILED Missouri Public Service Commision CN-2008-0363

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Effective: July 1, 2008

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# EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

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

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

## APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services by **tw telecom of kansas city llc**, hereinafter referred to as "the Company", to business customers within a local calling scope as defined herein. The Company was granted a certificate of service authority to provide all forms of competitive basic local telecommunications services, and was classified as competitive, by the Missouri Public Service Commission in Case No. XA-2002-1154.

The Company will not offer services to residential customers pursuant to this tariff but may do so in the future pursuant to subsequent tariffs.

All services offered by the Company pursuant to this tariff will be offered on an either are sold or facilities-based basis.

#### GENERAL CONCURRENCE

Excluding rates to be charged, and unless otherwise specifically stated herein, **tw telecom of kansas city llc** concurs in the conditions, limitations, restrictions, rules and regulations applying to and governing services offered by Southwestern Bell Telephone Company in its local and general exchange tariffs on file with and approved by the Public Service Commission of the State of Missouri and in any amendments or revisions thereto as authorized by the Missouri Public Service Commission or applicable law.

The Company reserves the right to cancel and void, after Commission approval, the above concurrence statement, subject to requirements as may be ordered by the Missouri Public Service Commission, at any and such time as it appears that such cancellation is in the best interest of the Company and/or its customers.

# 1.0 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

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

<u>DID Trunk</u>: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

<u>Automatic Number Identification (ANI)</u>: Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

<u>Bit</u>: The smallest unit of information in the binary system of notation.

<u>Call Back/Camp On</u>: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

<u>Call Forwarding</u>: Allows calls to be routed to a user-defined line inside or outside the customer's telephone system.

<u>Call Forwarding Station</u>: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

<u>Call Forwarding System</u>: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

<u>Call Forwarding Remote</u>: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

# <u>1.0 – DEFINITIONS, (CONT'D.)</u>

<u>Call Forwarding Busy</u>: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

<u>Call Forwarding Don't Answer</u>: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

<u>Call Forwarding Variable Limited</u>: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

<u>Call Forwarding Variable Unlimited</u>: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

<u>Call Hold</u>: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

<u>Call Park</u>: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

<u>Call Pickup</u>: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

# <u>1.0 – DEFINITIONS, (CONT'D.)</u>

<u>Call Transfer</u>: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

<u>Call Waiting</u>: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switch hook flash.

<u>Communication Services</u>: The Company's intrastate toll and local exchange switched telephone services.

Company or XMC: tw telecom of kansas city llc, the issuer of this tariff.

<u>Customer</u> or <u>Subscriber</u>: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

<u>Dial Pulse (or "DP")</u>: The pulse type employed by rotary dial station sets.

<u>Direct Inward Dial (or "DID")</u>: A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

<u>Direct Outward Dial (or "DOD")</u>: A service attribute that allows individual station users to access and dial outside numbers directly.

<u>Do Not Disturb</u>: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service that provides for simultaneous transmission in both directions.

# <u>1.0 – DEFINITIONS, (CONT'D.)</u>

<u>Fiber Optic Cable</u>: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

<u>In-Only</u>: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

<u>Joint User</u>: A person, firm or corporation that 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 the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

<u>Last Number Redial</u>: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

<u>LATA</u>: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

<u>Local Calling Scope:</u> The metropolitan calling area (MCA) mandatory calling scope of the incumbent local exchange company, but it does not include tiers designated as optional.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

<u>Mbps</u>: Megabits, denotes millions of bits per second.

<u>Multi-Frequency or ("MF")</u>: An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

<u>Recurring Charges</u>: The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

# <u>1.0 – DEFINITIONS, (CONT'D.)</u>

<u>Service Commencement Date</u>: The first day following the 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 that 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 Customer may mutually agree on a substitute Service Commencement Date.

<u>Service Order</u>: The written request for Network 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.

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

<u>Speed Calling</u>: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

<u>System</u>: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

<u>Station</u>: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

<u>Trunk:</u> A business communication line between two switching systems. (A switching system typically includes equipment in a central office and PBXs.)

<u>Two Way</u>: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

<u>User</u> or <u>End User</u>: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

<u>Utilities</u>: Electric, telephone or other public utilities, whose facilities are utilized by Company in provision of the services described in this tariff.

# 2.0 - REGULATIONS

## 2.1 <u>Undertaking of the Company</u>

## 2.1.1 <u>Scope</u>

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within a local calling scope in portions of the State of Missouri, as specified herein.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

### 2.1 <u>Undertaking of the Company</u> (Cont'd)

## 2.1.2 Shortage of Equipment or Facilities

- A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

# 2.1 <u>Undertaking of the Company (Cont'd)</u>

## 2.1.3 <u>Terms and Conditions</u>

- A) Service is provided on the basis of a minimum period of at least one month, 24hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

# 2.0 - REGULATIONS, (CONT'D.)

# 2.1 <u>Undertaking of the Company</u> (Cont'd)

# 2.1.3 <u>Terms and Conditions</u> (Cont'd)

- D) Service may be terminated upon written notice to the Customer if:
  - 1) the Customer is using the service in violation of this tariff; or
  - 2) the Customer is using the service in violation of the law.
- E) This tariff shall be interpreted and governed by the laws of the State of Missouri regardless of its choice of laws provision.
- F) The incumbent local exchange carrier or other companies must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

# 2.1 <u>Undertaking of the Company</u> (Cont'd)

# 2.1.4 Liability of the Company

- A) The liability of the Company and Utilities for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company and Utilities. The Company and Utilities will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company or Utilities' service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B) The Company and Utilities shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

# 2.1 <u>Undertaking of the Company</u> (Cont'd)

# 2.1.4 <u>Liability of the Company</u> (Cont'd)

- C) The Company and Utilities shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D) The Company and Utilities shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities and holds the Company and Utilities harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

# 2.1 <u>Undertaking of the Company</u> (Cont'd)

# 2.1.4 <u>Liability of the Company</u> (Cont'd)

- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G) The Company and Utilities shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- J) With respect to directory listings, the Company's liability shall be limited to the provisions of Section 5.1.1, and the further limitations provided in this Section.
- K) The Company's Year 2000 readiness depends on the readiness of several third party vendors whose Year 2000 readiness the Company cannot control. Due to telecommunications providers interdependence among the and the interrelationship with non-Company processes, equipment and systems, the Company is not responsible for Year 2000 failures caused by circumstances beyond its control, including, but not limited to failures caused by: 1) the Customer; 2) other telecommunications provider; 3) customer premises equipment; or 4) suppliers of hardware, software, data, and other equipment and supplies. The Company will make reasonable effort to cure any material failure to provide service caused solely by year 2000 defects in the Company's hardware, software, or systems.

# 2.0 - REGULATIONS, (CONT'D.)

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

### 2.1 <u>Undertaking of the Company</u> (Cont'd)

#### 2.1.5 Notification of Service-Affecting Activities

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

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

## 2.1 <u>Undertaking of the Company (Cont'd)</u>

## 2.1.6 <u>Provision of Equipment and Facilities</u>

- A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

### 2.1 <u>Undertaking of the Company</u> (Cont'd)

#### 2.1.6 <u>Provision of Equipment and Facilities</u> (Cont'd)

- E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- G) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - 1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2) the reception of signals by Customer-provided equipment.

# 2.0 - REGULATIONS, (CONT'D.)

### 2.1 <u>Undertaking of the Company</u> (Cont'd)

#### 2.1.7 <u>Non-routine Installation</u>

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

## 2.1 <u>Undertaking of the Company (Cont'd)</u>

## 2.1.8 Special Construction

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

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

## 2.1.9 Ownership of Facilities

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

# 2.0 - REGULATIONS, (CONT'D.)

### 2.2 <u>Prohibited Uses</u>

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Missouri Public Service Commission regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.
- E) The Company prohibits unauthorized use of its network by end user Customers to originate or terminate 800/888/Toll Free Number Traffic without the Company's express written authorization (including but not limited to all forms required for authorization by the SMS/800 Database). Customer understands and agrees that Customer is directly responsible for, and Company shall not be responsible for, any access charges that may be due to the originating or terminating local exchange carrier in connection with end user 800/888/Toll Free Traffic. To the extent that Customer points or otherwise directs its 800/888/Toll Free Traffic towards the Company's local telephone numbers, or in any way represents that the Company has authorized such use of its network, the Customer shall pay such charges directly. In addition, under any circumstance under which the Company is held responsible for such charges, Customer shall indemnify and reimburse the Company for all costs associated with such use, including any charges assessed by any other party as well as any costs of litigation or investigation, including reasonable attorney's fees.

# 2.0 - <u>REGULATIONS, (CONT'D.)</u>

## 2.3 <u>Obligations of the Customer</u>

#### 2.3.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

### 2.3 <u>Obligations of the Customer</u> (Cont'd)

#### 2.3.1 General (Cont'd)

- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-ofway described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

# 2.0 - <u>REGULATIONS, (CONT'D.)</u>

# 2.3 <u>Obligations of the Customer</u> (Cont'd)

# 2.3.1 General (Cont'd)

- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

# 2.0 - <u>REGULATIONS, (CONT'D.)</u>

# 2.3 <u>Obligations of the Customer</u> (Cont'd)

## 2.3.2 <u>Claims</u>

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

# 2.4 <u>Customer Equipment and Channels</u>

## 2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

# 2.4.2 <u>Station Equipment</u>

- A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

# 2.0 - <u>REGULATIONS, (CONT'D.)</u>

## 2.4 <u>Customer Equipment and Channels</u> (Cont'd)

#### 2.4.3 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an is "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

# 2.0 - REGULATIONS, (CONT'D.)

# 2.4 <u>Customer Equipment and Channels</u> (Cont'd)

## 2.4.4 <u>Inspections</u>

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

## 2.0 – <u>REGULATIONS, (CONT'D.)</u>

#### 2.5 Payment Arrangements

#### 2.5.1 <u>Payment for Service</u>

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

### A) <u>Taxes/Lawful Surcharges</u>

All applicable state and local taxes, Relay Missouri surcharge, 911 surcharges and other lawful surcharges, including gross receipts tax, sales tax, and municipal utilities tax, are not included in the Company's quoted service rates. The Customer is responsible for payment of any universal service, sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services. All charges and fees subject to the Missouri Public Service Commission jurisdiction, except taxes and franchise fees, will be submitted to the Missouri Public Service Commission for prior approval.

### 2.5.2 <u>Billing and Collection of Charges</u>

- A) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

### 2.5 <u>Payment Arrangements</u> (Cont'd)

## 2.5.2 <u>Billing and Collection of Charges</u> (Cont'd)

- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- F) Unless otherwise waived by the Missouri Public Service Commission, the applicable provisions of 4 CSR 240-33 shall apply to all deposits, billings and any service disconnections made by the Company.
- G) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

## 2.0 - REGULATIONS, (CONT'D.)

#### 2.5 <u>Payment Arrangements</u> (Cont'd)

#### 2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

## 2.5 <u>Payment Arrangements</u> (Cont'd)

### 2.5.4 Deposits

- A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
  - 1) two month's charges for a service or facility that has a minimum payment period of one month; or
  - 2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D) Deposits will accrue interest at a rate of nine percent (9%).

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

### 2.5 <u>Payment Arrangements</u> (Cont'd)

#### 2.5.5 <u>Discontinuance of Service</u>

- A) Upon nonpayment of any amounts owing to the Company by a business Customer, the Company may, by giving 5 days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

#### 2.5 <u>Payment Arrangements</u> (Cont'd)

#### 2.5.5 <u>Discontinuance of Service</u> (Cont'd)

- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

#### 2.5 <u>Payment Arrangements</u> (Cont'd)

#### 2.5.6 Cancellation of Application for Service

- A) Applications for business service cannot be canceled without the Company's agreement. Where the Company permits a business Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D) The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

## 2.0 – <u>REGULATIONS, (CONT'D.)</u>

#### 2.5 <u>Payment Arrangements</u> (Cont'd)

#### 2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

#### 2.6 <u>Allowances for Interruptions in Service</u>

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

### 2.6.1 <u>Credit for Interruptions</u>

- A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when a service, facility or circuit is reported to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If a service, facility or circuit is reported to be inoperative but the customer declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

# 2.0 - REGULATIONS, (CONT'D.)

#### 2.6 <u>Allowances for Interruptions in Service</u> (Cont'd)

#### 2.6.1 <u>Credit for Interruptions</u> (Cont'd)

C) A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

#### Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hour	4/5 Day
15 hours up to but not including 24 hours	One Day

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

# 2.0 - REGULATIONS, (CONT'D.)

#### 2.6 <u>Allowances for Interruptions in Service</u> (Cont'd)

- 2.6.1 <u>Credit for Interruptions</u> (Cont'd)
  - C) (Cont'd)

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

<u>Interruptions Over 72 Hours.</u> Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one month period.

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

### 2.6 <u>Allowances for Interruptions in Service</u> (Cont'd)

#### 2.6.2 <u>Limitations on Allowances</u>

No credit allowance will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C) interruptions due to the failure or malfunction of non-Company equipment;
- D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G) interruption of service due to circumstances or causes beyond the control of Company.

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

#### 2.6 <u>Allowances for Interruptions in Service</u> (Cont'd)

#### 2.6.3 <u>Cancellation For Service Interruption</u>

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

# 2.0 – <u>REGULATIONS, (CONT'D.)</u>

### 2.7 <u>Use of Customer's Service by Others</u>

## 2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Missouri State Corporation Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

### 2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

## 2.0 – <u>REGULATIONS, (CONT'D.)</u>

#### 2.8 <u>Cancellation of Service</u>

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the <u>Wall Street Journal</u> on the third business day following the date of cancellation; minus
- D) a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

#### 2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- A) to any subsidiary, parent company or affiliate of the Company; or
- B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- C) pursuant to any financing, merger or reorganization of the Company.

# 2.0 - REGULATIONS, (CONT'D.)

#### 2.10 Notices and Communications

- A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

## 2.0 – <u>REGULATIONS</u>, (CONT'D.)

#### 2.11 Operator Services Rules

The Company will enforce the following operator service rules.

Carrier will not bill for incomplete calls where answer supervision is available. Carrier will not bill for incomplete calls and will remove any charge(s) for incomplete calls upon (i) subscriber notification or (ii) Carrier's knowledge.

The caller and billed party, if different from the caller, will be advised that Carrier is the operator service provider at the time of the initial contact.

Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.

Only tariffed rates approved by this Commission for carrier shall appear on any local exchange company (LEC) billings.

Carrier shall be listed on the LEC billing if the LEC has multicarrier billing ability.

Carrier will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards.

Carrier will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.

Upon request, Carrier will transfer calls to other authorized interexchange carriers or to the LEC, if billing can list the caller's actual origination point.

## 3.0 - SERVICE AREAS

### 3.1 <u>General</u>

The Company's provision of the telecommunications services herein described shall be limited to customers within the Company's service area. The Company's service area consists of the exchanges and related local calling scopes of the following incumbent local exchange telecommunications companies:

# 3.0 - SERVICE AREAS, (CONT'D.)

### 3.1 <u>General, (Cont'd.)</u>

#### 3.1.1 Southwestern Bell Telephone Company

The Company's service area consists of the Principal Zone, MCA -1 and MCA-2 Zone of the Kansas City Metropolitan Exchanges as defined in Southwestern Bell Telephone Company's Local Exchange tariffs. The Company's provision of service within said service area is subject to the availability of appropriate facilities

# 3.0 - SERVICE AREAS, (CONT'D.)

#### 3.1 <u>General, (Cont'd.)</u>

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#### 3.1.2 Kansas City Metropolitan Exchange

The Kansas City Metropolitan Exchange consists of three zones; Principal Zone (Zone 1), Metropolitan Calling Area-1 (Zone 2), and Metropolitan Calling Area-2 (Zone 3). The following are the zones included in the Kansas City Metropolitan Exchange:

Zone 1 Principal Zone 2 Gladstone Independence Parkville Raytown South Kansas City Zone 3 Belton Blue Springs East Independence Lee's Summit Liberty Nashua Tiffany Springs

# 4.0 - EXCHANGE ACCESS SERVICE

#### 4.1 <u>General</u>

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access certain interstate and international calling services ;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Exchange Access Services are offered:

Basic Local Exchange Basic Exchange Analog Trunk Service Basic Exchange Digital Trunk Service DID Trunk Service

The rates for Exchange Access Services are offered in Section 11, Rates for Services.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

## 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

### 4.2 <u>Basic Exchange Line Service</u>

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with Touch Tone as a standard feature, which can be deleted at the Customer's option.

Basic Exchange Line Service is also available with various calling features and options specified herein. Additionally, customer wishing to purchase single calling features may order those desired as set forth in Section 13, Rates for Services.

### 4.2.1 <u>Residential Service</u>

Pursuant to 4 CSR 240-33[reserved for future use].

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

## 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

#### 4.3 <u>PBX Trunk Service</u>

Basic Exchange Trunk Service provides a Customer with a single, voice-grade, analog telephonic communications channel that can be used to place or receive one call at a time. Basic Exchange Analog Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Trunks. (Additional hunting charges will apply.)

#### 4.4 Digital PBX Trunk Service

Digital PBX Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps that is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

Basic Trunks may be equipped with Direct Inward Dial (DID) capability and DID number blocks for additional charges, as set forth in Section 4.8. The price shown below is based on the number of channels activated on the digital transport facility and upon the distance of the transport facility. The price shown below is based on the number of channels ordered and includes the price of transport, voice feature activation, Network Access Register charges and similar charges.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

## 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

#### 4.5 <u>DID Trunk Service</u>

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 4.6 and 4.7, respectively.

One DID Additive charge applies for each DID-equipped Basic Trunk or DID-equipped channel on a Digital Trunk. The Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group, or DID-equipped channel or channel group

#### 4.6 <u>Hunt/Grouping Service</u>

Hunting Service is a combination of two or more trunks or individual lines connected to the central office so that incoming calls overflow to the next available trunk or line if that trunk or line is busy. The charge for Hunting Service on trunks and lines is in addition to the regular trunk or line rate and charged on a per-line/trunk basis.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

## 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

### 4.7 <u>CLASS (Custom Local Area Signaling Service) Features</u>

CLASS features are available to subscribers of Basic Business Exchange Line on an a la carte basis.

<u>Automatic Callback</u> - allows customer to automatically return the last incoming call (whether the call was answered or missed. If the number being called back is busy Automatic Callback will alert customer with a special ring when the line becomes clear.

<u>Automatic Recall</u> - automatically redials the telephone number of the last outgoing call. If the number being called back is busy Automatic Recall will alert customer with a special ring when the line becomes clear. Whenever the calling party activates caller ID blocking the Customer will not be able to utilize automatic recall

<u>Call Block</u> - provides the customer the ability to prevent incoming calls from up to six different telephone numbers.

<u>Call Selector</u> - provides a distinctive ringing pattern to the subscribing customer for up to six specific telephone numbers.

<u>Call Tracing</u> - enables the customer to initiate an trace of the origin of the last incoming call by dialing an activation code. If a trace is successful, the Company's equipment will record the incoming call detail (not the conversation). The results of the trace will not be provided to the customer directly. For further action to be taken, the customer should follow the instructions received after a successful trace activation. Call Tracing is billed at a per successful activation , as set forth in Section 11.

<u>Call Transfer</u> - customer presses the flash hook, receives second dialtone and dials number existing call is to be transferred to. Customer may hang-up immediately or introduce call and then hang-up.

<u>Caller ID Name Delivery</u> - displays the name and number of the calling party on a special display telephone or display unit.

<u>Caller ID Number Delivery</u> - displays the number of the calling party on a special display telephone or display unit.

<u>Directory Number Privacy</u> - allows customer to prevent the their name and number from appearing on the called party's Caller ID telephone or display unit. Privacy feature must be activated by customer on a call by call basis.

<u>Preferred Call Forwarding</u> - allows the customer to transfer up to six selected numbers to another telephone number.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

#### 4.8 <u>Business Custom Services (BCS)</u>

Customers can choose from following custom services as additional features which can be added to Basic Business Line Exchange service on an a al carte basis.

<u>Call Forwarding Variable</u> - allows subscribers to redirect all incoming calls to another telephone number. This service uses a courtesy call so the customer can notify the party at the forward to number that calls are going to be redirected to their number.

<u>Call Forwarding Busy Line</u> - automatically redirects incoming calls to a pre-designated telephone number or to a voice mail (FirstLine) service when the customers line is busy.

<u>Call Forwarding Don't Answer</u> - automatically redirects incoming calls to a pre-designated telephone number or to a voice mail (FirstLine) service when the customers telephone is not answered within a specified amount of time.

<u>Remote Activation of Call Forwarding</u> - allows the customer to activate or deactivate Call Forwarding Variable from a telephone other than the one to which the service is assigned.

<u>Remote Call Forwarding</u> - automatically redirects all incoming calls to a customers number to a predesignated number.

<u>Call Waiting Terminating</u> - alerts the customer to an incoming call while the line is in use . The service signals the customer with two separate tones or tone patterns. The customer is able to place the first party on hold while he/she takes the second call. The customer can switch back and forth between the two parties by flashing the switch hook.

<u>Cancel Call Waiting</u> - allows the customer to cancel the Call waiting feature on a call by call basis. This can be done before the customer places a call or during a conversation (if the customer also subscribes to Three Way Calling).

<u>Three Way Conference Calling</u> - allows customers to have a conference call with two other parties at different numbers. With this service the customer can initiate calls to both parties or add another party to an established call.

<u>Speed Calling 30</u> - allows the subscriber to assign 1 or 2 digit dial codes for telephone numbers and/or access codes. Up to 30 codes can be assigned.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

### 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

#### 4.9 <u>ISDN/PRI</u>

#### 4.9.1 <u>Description of Service</u>

ISDN PRI service provides a method of access to the telephone network called Primary Rate Interface (PRI). Primary Rate Interface is an ISDN based, DSI access link to the telecommunications network and provides integration of multiple voice and date transmission channels on the same line. The basic channel structure for PRI is twenty three (23) 64 Kbps bearer channels (B channels) and one (1) 64 Kbps data channel (D channel). These B channels may be used to connect the customer's CPE to the Public Circuit Switched Network (e.g. outward, inward and two-way trunks, and WATS/800 Service access lines).

ISDN PRI service is a service for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service. Customer Premise Equipment (CPE) that is compatible with the ISDN PRI service interface is the responsibility of the user for provisioning. The Company shall not be responsible if changes in any of the equipment, operations or procedures of the Company utilized in the provision of ISDN PRI service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user. Suspension of service is not allowed. Individual Case Basis pricing will be available for on-network customers or for customers agreeing to term plans. Busy line verification and Emergency Interrupt service is not available for ISDN PRI services.

Telephone numbers transmitted via the Incoming Call Identification feature are intended solely for the use of the ISDN PRI service subscriber. Resale of this information is prohibited by this Tariff except the caller's numbers may be provided to the subscriber's client for those calls sponsored or provided by that client where the client's identity is disclosed to the caller and the client agrees not to distribute such information to others.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

## 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

#### 4.9 <u>ISDN/PRI</u> (cont'd)

#### 4.9.1 <u>Description of Service</u> (cont'd)

Non-facility Associated Signaling (NFAS) provides the capability to serve multiple DSI's over a single D channel (NB+D). This feature can be ordered where switch capabilities exist as stipulated in the vendor technical documentation. When NFAS is selected, the customer will order one ISDN PRI service arrangement with 23 B channels and 1 D channel. Additional ISDN PRI service arrangements are ordered with 24 B channels. The D channel activated on the initial arrangement serves the additional ISDN PRI service arrangements. Up to nineteen ISDN PRI configured at 24B + 0D may be ordered in conjunction with one 23B + D ISDN PRI. If the customer desires, he/she may also request a back-up D channel with the NFAS option. It is recommended that additional D channels be provisioned in separate DSI arrangements. There will be no charge for the NFAS option.

#### 4.9.1.1 Application of Rates

ISDN features are priced at a per channel rate unless otherwise specified.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

## 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

#### 4.9 <u>ISDN/PRI</u> (cont'd)

#### 4.9.1 <u>Description of Service</u> (cont'd)

#### 4.9.1.2 Service Components

The customer may choose any number of channels, up to twenty-three per Primary Rate Interface, to be active with a corresponding number of services (e.g. inward/outward trunks, WATS Lines, 800 Service) selected. The customer may also choose to have more services selected than channels available for specific applications. The total number of communication paths may not exceed the number of channels subscribed.

The required components of ISDN PRI service will be as follows:

Digital Loop Channels Primary Rate Interface Primary Rate B Channels Call-by-Call / Integrated Service Access Feature Capability Network Access

<u>Digital Loop Channels</u> - Provides a four-wire access loop from the customer premises to the serving wire center. The transmission characteristics of this loop support Clear Channel Capability and Extended Superframe Format (ESF).

<u>Interoffice Channels</u> - Provides for the transmission facilities between the Company servicing wire centers with a LATA.

<u>Primary Rate Interface</u> - Provides multiplexing to support up to twenty-three (23) B channels at 64 Kbps and one D channel also at 64 Kbps. When Non-facility Associated Signaling (NFAS) is ordered, the PRI service can provide up to twenty-four (24) B channels at 64 Kbps.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

## 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

#### 4.9 <u>ISDN/PRI</u> (cont'd)

4.9.1 <u>Description of Service</u> (cont'd)

#### 4.9.1.2 Service Components (cont'd)

<u>Primary Rate B Channels</u> - Provides circuit switched service that will allow either voice or data transmission at up to 64 Kbps. Monthly rates for Primary Rate B Channels will be flat rate billing for all use of local exchange network. Voice calls may be completed to both ISDN and non-ISDN lines. Data transmission on the B channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped central offices may be potentially subjected to analog transmission or sub-rated at 56 Kbps.

<u>Dynamic Channel Allocation</u> - Allows the customers to dynamically allocate the channels of the ISDN PRI service. The customer may also choose voice or data transmission on a per call basis. In addition, the customer may choose to subscribe to more services than channels and dynamically change the services in use.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

## 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

#### 4.9 <u>ISDN/PRI</u> (cont'd)

#### 4.92 <u>Termination Liability</u>

A Termination Liability charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number months remaining in the contract times the monthly rate provided under the contract. All end-user federal, state and local taxes and surcharges will be levied at existing tariff rates.

### 4.10 Call Blocking - Information Services

Exchange Access Service provides a Customer with the ability to originate calls from a Companyprovided access line to all other stations on the public switched network except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

#### 4.11 [Reserved for Future Use]

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

### 4.12 <u>Payphone</u>

### 4.12.1 <u>Description of Service</u>

- A. Product Definition Access line service for Payphone Service Providers (PSPs) is an exchange line service provided at the request of a subscriber for telecommunications use by the general public.
  - 1. This access line service is provided on a flat rate basis.
  - 2. This access line service is provided for use with customer-provided noncoinoperated public telephones or customer-provided coin-operated public telephones.
  - 3. Completion of local message is provided by the Company.
  - 4. The subscriber shall be responsible for installation, maintenance and operation of customer-provided public telephones used in connection with this service.
  - 5. Customer-provided public telephones must be connected to the Company network in compliance with Part 68 of the F.C.C. Rules and Regulations.
  - 6. The service is furnished pursuant to and on the condition that the PSP will adhere to all applicable regulations.
  - 7. The service is provided for use by the subscriber but may be used by others when so authorized by the subscriber, provided that all such usage is subject to provisions of this tariff.
  - 8. This service is not subject to concessions.
  - 9. This service may not be temporarily suspended at a prorated rate.
  - 10. Access line service for customer-provided public telephones can not be included on accounts containing other classes of service. A separate account is required for this offering at each location.
  - 11. The access lines may include an optional screening feature to prevent the operator from allowing toll charges against the subscriber's line. The operator cannot perform coin collecting functions.
  - 12. The Company is not responsible for refunds of coins deposited in customerprovided coin-operated public telephones.
  - 13. Customer-provided public telephones may not be attached to other types of access lines, absent express approval of the Company.
  - 14. The subscriber to this service will be responsible for any and all toll charges billed to the subscriber's account.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

### 4.12 <u>Payphone (cont'd)</u>

#### 4.12.1 Description of Service (cont'd)

- 15. The following public service considerations are applicable to Customer-Provided Public Telephones:
  - a. All customer-owned instruments must be registered under Part 68 of the F.C.C. Regulation Program to be connected to the Exchange Network.
  - b. The instruments must be able to accommodate the hearing impaired and handicapped persons.
  - c. The instruments must be installed in compliance with the National Electrical Safety Code.
  - d. Non-chargeable Operator, 911 and 800/888 numbers, must be able to be made without a coin deposit, and with no time limitation.
  - e. Emergency numbers, (Operator Assistance and 911) must be clearly posted at each instrument location
  - f. Procedures for obtaining a refund from the owner must be clearly posted at each instrument location.
  - g. The instrument must have any and all operating instructions posted thereon.
  - h. Coins must be returned by the instruments for any incomplete calls.
  - i. All repairs shall be performed on the instruments, with a reasonable amount of time, the responsibility of which is place upon the owner of the telephone.
  - j. A subscriber must order a separate public access line for each instrument installed and will be billed the tariffed rate for each such access line.
  - k. In order to protect the public access line user's right to privacy, the customerprovided instrument must be capable of disabling any extension telephone also on the line during the time the public telephone is in use.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

#### 4.12 <u>Payphone (cont'd)</u>

#### 4.12.1 Description of Service (cont'd)

- 16. For customers subscribing to Caller ID, if the incoming call originates from a customer-provided public telephone, the name information transmitted will always be "Pay Phone".
- 17. The instrument must display information on the name, address and telephone number of the person or entity responsible for the payphone where callers can obtain assistance when problems occur with pay telephone service. PSPs shall provide and post on or near the payphone;
  - a. The name and phone number of the owner of the instrument
  - b. A cost free method for reporting complaints and obtaining refunds.
- 18. Access lines to this service must be dedicated with one line for each station and shall not be connected behind a PBX or other line concentration device.
- 19. PSPs that provide access to long-distance services shall:
  - a. Allow access to all certified long-distance carriers through 1-700, 1-800, 1-888, 1-950, 10XXX, or 101XXXX dialing. Access to the services of long distance carriers shall not be blocked or intercepted by PSP or traffic aggregators. Such calls shall be routed to the network as dialed by the end user.
  - b. Allow access to Company operators. All "0-" calls and "0+" local calls shall be directed to the incumbent local exchange company.. Such calls shall be routed to the network as dialed by the end user.
  - c. Not accept calling cards for billing purposes if they are unable to validate the call.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

#### 4.12 <u>Payphone (cont'd)</u>

#### 4.12.1 Description of Service (cont'd)

- B. Rates and Charges
  - 1. The Business Flat Rate service monthly rate for the exchange is applicable to PSP access exchange lines.
  - 2. The subscriber is responsible for Directory Assistance service charges.
  - 3. Non-sent paid local calls will be charged to the end users plus the appropriate operator surcharges.
  - 4. Non-sent paid calls into the Expanded Local Calling area (intraLATA) will be charged to the end user plus the appropriate operator surcharges.
- C. Special Arrangements

Special Arrangements are available with the approval of the Company

D. Local Calling Area

The local calling area (LCA) is the area in which an end user can make calls and not pay for intraLATA or interLATA charges.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

## 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

### 4.12 <u>Payphone (cont'd)</u>

### 4.12.1 Description of Service (cont'd)

### F. Billing

- 1. The Company will invoice the customer for one Basic Line Charge, and any other applicable taxes and surcharges (subject to the Commission's approval) for each Basic PSP line.
- 2. ACSI will invoice for all optional features and all IntraLATA toll usage, where appropriate.
- 3. Optional Billing Output (currently in testing phase): ACSI can provide a customer's invoice on CD-ROM. Customer will be charged a one time setup fee and a monthly recurring charge. Customer may also be charged for any requested development changes to the CD-ROM format.
- G. Sales
  - 1. Market Serving Area The market serving area (MSA) will remain the same for both resale and retail. No sales of payphones which are outside the current MSA will be supported.
  - 2. Dispute Resolution Account Executives and General Managers will perform account management function and acts as direct interface with the PSP . ACSI Customer Care will not provide specialized support of PSPs.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

## 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

# 4.13 <u>e·spire<sup>TM</sup> ISDN</u>

#### 4.13.1 Description of Service

e-spire<sup>TM</sup> ISDN service provides a method of access to the telephone network using ISDN Primary Rate Interface (PRI). Primary Rate Interface is an ISDN based, DS1 access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The basic channel structure for PRI is twenty three (23) 64 Kbps bearer channels (B channels) and one (1) 64 Kbps data channel (D channel). These B channels may be used to connect the customer's Customer Premise Equipment (CPE) to the Public Circuit Switched Network (e.g. outward, inward and two-way trunks, and WATS/800 Service access lines).

e-spire<sup>TM</sup> ISDN is a service for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service. Customer Premise Equipment (CPE) that is compatible with the ISDN PRI service interface is the responsibility of the user for provisioning. The Company shall not be responsible if changes in any of the equipment, operations or procedures of The Company utilized in the provision of ISDN PRI service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user. Suspension of service is not allowed. Busy line verification and Emergency Interrupt service is not available for ISDN PRI-based services.

Telephone numbers transmitted via the Incoming Call Identification feature are intended solely for the use of the e-spire<sup>TM</sup> ISDN PRI service subscriber. Third Parties, such as telemarketers, other customers, or entities which are clients of the Company's subscriber, may not receive or be sold or given any caller's numbers. The caller's numbers may be provided by the subscriber to the subscribers' client only when all of these conditions are met:

- 1) when the calls are sponsored or provided by that client.
- 2) where the client's identity is disclosed to the caller.
- 3) where the client agrees not to distribute such information to others, and
- 4) after evidence of such client agreement has been obtained in writing from the subscriber by the Company.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

# 4.13 <u>e·spire<sup>TM</sup> ISDN</u>

# 4.13.1 <u>Description of Service</u> (cont'd)

Non-facility Associated Signaling (NFAS) provides the capability to serve multiple DS1's over a single D channel (NB+D). This feature can be ordered where switch capabilities exist as stipulated in the vendor technical documentation. When NFAS is selected, the customer will order one ISDN PRI service arrangement with 23 B channels and 1 D channel. Additional ISDN PRI service arrangements are ordered with 24 B channels. The D channel activated on the initial arrangement serves the additional ISDN PRI service arrangements. Up to nineteen ISDN PRI configured at 24B + 0D may be ordered in conjunction with one 23B + D ISDN PRI. If the customer desires, he/she may also request a back-up D channel with the NFAS option. It is recommended that additional D channels be provisioned in separate DS1 arrangements.

# 4.13.1.1 <u>Application of Rates</u>

e·spire<sup>TM</sup> ISDN PRI service lines furnished between a Serving Wire Center and the customer's premises will be charged at rates set forth in Section 11. e·spire<sup>TM</sup> ISDN PRI service rates under any Term Payment Plan are exempt from The Company initiated charges for the payment period selected. Rates in effect at the time service is installed and/or of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period at current rates or revert to current rates on a month-to-month basis. ISDN features are priced at a per channel rate unless otherwise specified. Applicable e·spire rates are set forth in Section 11 of this Tariff.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

# 4.13 <u>e·spire<sup>TM</sup> ISDN</u>

# 4.13.1 <u>Description of Service</u> (cont'd)

#### 4.13.1.2 Service Components

The customer may choose any number of channels, up to twenty-three per Primary Rate Interface, to be active with a corresponding number of services (e.g. inward/outward trunks, WATS Lines, 800 Service) selected. The customer may also choose to have more services selected than channels available for specific applications. The total number of communication paths may not exceed the number of channels subscribed.

The required components of e-spire<sup>TM</sup> ISDN PRI service will be as follows:

Primary Rate Interface/Access Facility Primary Rate B Channels Network Access and Usage Charges where applicable

# Primary Rate Interface/Access Facility:

- A. <u>Digital Loop Channels</u> Provides a four-wire access loop from the customer premises to the serving wire center. The transmission characteristics of this loop support Clear Channel Capability and Extended Superframe Format (ESF).
- B. <u>Interoffice Channels</u> Provides for the transmission facilities between The Company servicing wire centers within a LATA.

<u>Primary Rate Interface</u> - Provides multiplexing to support up to twenty-three (23) B channels at 64 Kbps and one D channel also at 64 Kbps. When Non-facility Associated Signaling (NFAS) is ordered, the PRI service can provide up to twenty-four (24) B channels at 64 Kbps.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

# 4.13 <u>e·spire<sup>™</sup> ISDN</u>

### 4.13.1 <u>Description of Service</u> (cont'd)

#### 4.13.1.2 Service Components (cont'd)

<u>Primary Rate B Channels</u> - Provides circuit switched service that will allow either voice or data transmission at up to 64 Kbps. Monthly rates for Primary Rate B Channels will be flat rate billing for all use of local exchange network. Voice calls may be completed to both ISDN and non-ISDN lines. Data transmission on the B channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped central offices may be potentially subjected to analog transmission or sub-rated at 56 Kbps.

#### **Optional Feature:**

<u>Call-by-Call / Integrated Service Access Feature Capability</u> - Allows the customers to dynamically allocate the channels of the ISDN PRI service. The customer may also choose voice or data transmission on a per call basis. In addition, the customer may choose to subscribe to more services than channels and dynamically change the services in use.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 4.0 - EXCHANGE ACCESS SERVICE, (CONT'D.)

# 4.13 <u>e·spire<sup>TM</sup> ISDN</u>

# 4.13.1 <u>Description of Service</u> (cont'd)

# 4.13.1.3<u>Termination Liability</u>

A Termination Liability charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly rate provided under the contract. All end-user federal, state and local taxes and surcharges (subject to Commission's approval) will be levied at existing tariff rates.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 5.0 - EXCHANGE ACCESS OPTIONAL FEATURES

#### 5.1 <u>Directory Listings</u>

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number <sup>1</sup> in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional rate.

### 5.1.1 Directory Errors or Omissions

Consistent with Section 2.14, the Company's liability arising from any and all errors in, omissions or erroneous inclusions of directory listings shall be limited to and satisfied by a refund not exceeding the amount of the directory listing charges for such of the Customer's service as is affected during the period covered by the directory in which the error or omission occurs. In the event of an error in or omission of a Customer directory listing from the Yellow Pages or White Pages, the Company shall, in addition to the refund, if any, and subject to the limitations provided herein, credit the Customer's basic business telephone charges, with the following credit during the service life of the directory in which the omission occurred:

Credit to Customer:

\$1.00 per month

The Company shall not be liable for any act or omission of the Customer or any other company or companies with respect to errors in, omissions or erroneous inclusions of directory listings.

# 5.2 <u>Main Number Retention</u>

Main Number Retention is an optional feature by which a new Business Customer, who was formally a Business Customer of another certificated local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Access Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Business Customer's former local exchange carrier. For departing Business Customers in areas where the Company maintains some form of number retention arrangement with other local exchange carriers, the Company will allow main telephone number and fax number retention, at no charge.

1 For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 5.0 - EXCHANGE ACCESS OPTIONAL FEATURES, (CONT'D.)

#### 5.3 <u>Authorization Codes</u>

This option restricts calls from being made unless the correct authorization code is entered. Only customer specified codes will be accepted. The customer then may use these codes to track calling for cost analysis and bill-back purposes. (800 and 911 numbers are not affected.) Two options are available:

Provisioning Considerations:

<u>Option A</u>: Local calling only/ no operator assisted calls/ No information services, restricts the following:

Operator O + Operator O -DDD 1+ 1+900 1+976 976 IDDD 011+ 1+555-1212 1+NPA-555-1212

Option B: No operator assisted calls and information services, restricts the following:

Operator O + Operator O -1+900 1+976 976 1+555-1212 1+NPA-555-1212

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 5.0 - EXCHANGE ACCESS OPTIONAL FEATURES, (CONT'D.)

#### 5.4 <u>Vanity Number Service</u>

Vanity Number Service is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Access Services. This service provides for the assignment of a customer requested telephone number other than the next available number from the assignment control list.

Vanity Number Service is furnished subject to the availability of facilities and the requirements of Exchange Access Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to customers and may, therefore, change them if required.

#### 5.5 <u>Call Blocking</u>

Line blocking customers can unblock their calling name and/or number information on a per call basis, at no charge, by dialing an access code (#82 on their Touch Tone pad or 1182 from a rotary phone) immediately prior to placing a call. A customer may prevent the delivery of their calling name and or number to the called party by dialing an access code (#67 on their Touch Tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the name and or number will not be transmitted across the line to the called party. Instead, Calling Line Identification customers that the calling party has elected to block the delivery of their name and telephone number.

Per line blocking for the blocking of calling name and/or number will be available upon request, at no charge, to the following entities for lines over which the official business of the agency is conducted, where an executive officer of the agency registers a need for blocking and provides the required certification to the Company a)private, nonprofit, tax exempt, domestic violence intervention agencies and b) federal, state and local law enforcement agencies. The calling number will not be transmitted from a line equipped with this capability. Per line blocking is code immediately prior to making a call. Telephone name and numbers transmitted via Caller I.D. are intended solely for the use of the Caller I.D. subscriber. Resale of this information is prohibited by this tariff.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 6.0 - <u>RESOLD LOCAL EXCHANGE SERVICE</u>

# 6.1 <u>Description</u>

Resold Local Exchange Service is composed of the resale of services provided by other certificated Local Exchange Carriers. The services described in this tariff will be provided on a resold basis where Company facilities-based service is not available.

Pricing for Company services will be identical whether provided on a resold or facilities-basis, unless other wise specified and as contained in Section 14.

The Company reserves the right to determine whether service will be provided on a resold or facilities-basis.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 7.0 - MISCELLANEOUS SERVICES

#### 7.1 Operator Services

### 7.1.1 <u>Description</u>

Operator Handled Calling Services are provided to Customers and Users of Companyprovided Exchange Access Services, and to Customers and Users of exchange access lines. Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Section 13. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified below will apply in addition to any applicable Operator charges.

# 7.1.2 <u>Definitions</u>

<u>Person-to-Person</u>: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

<u>Station-to-Station</u>: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

<u>Operator Dialed Charge</u>: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

<u>Billed to Non-Proprietary Calling Card</u>: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non proprietary calling card issued by another carrier.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 7.0 - MISCELLANEOUS SERVICES, (CONT'D.)

#### 7.1 <u>Operator Services, (Cont'd.)</u>

#### 7.1.3. Emergency Services (Enhanced 911)

Emergency service (Enhanced 911) allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

The Company is obligated to supply the E911 service provider(s) in the Company's service area(s) (the E911 service providers) with information necessary to update the E911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.

At the time the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusive owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911. The Company will be obligated to provide facilities to route calls from end-users to the proper PSAP. The Company recognizes the authority of the E911 Customer to establish service specifications and grant final approval or denial of service configuration offered by the Company.

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate government entity pursuant to RSMo 190.310.

#### 7.1.4 <u>Telecommunications Relay Service</u>

Telecommunications relay service enables deaf, hard-of-hearing or speech-impaired persons who use Text Telephone (TT) or similar devices, to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 7.0 - MISCELLANEOUS SERVICES, (CONT'D.)

# 7.2 <u>Busy Line Verify and Line Interrupt Service</u>

#### 7.2.1 <u>Description</u>

Upon request of a calling party the Company will verify a busy condition on a called line.

- A) The operator will determine if the line is clear or in use and report to the calling party.
- B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

# 7.2.2 <u>Regulations</u>

- A) A charge will apply when:
  - 1) The operator verifies that the line is busy with a call in progress.
  - 2) The operator verifies that the line is available for incoming calls.
  - 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 7.0 - MISCELLANEOUS SERVICES, (CONT'D.)

# 7.2 Busy Line Verify and Line Interrupt Service, (Cont'd.)

- 7.2.2 <u>Regulations</u> (Cont'd)
  - B) No charge will apply when the calling party advises that the call is to or from an official public emergency agency.
  - C) Business Verification and Interrupt Service is furnished where and to the extent that facilities permit.
  - D) The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

(This service is grandfathered to existing customers at existing locations without modifications as of July 12, 2007.)

# 7.0 - MISCELLANEOUS SERVICES, (CONT D.)

### 7.6 Time and Materials Charges

Time and Materials Charges are charges for work performed on the Customer's side of the demarcation or to isolate trouble to the Customer's side of the demarcation point by a Company employee at the Customer's request that are not covered by other charges. Chargeable time is labor which includes, but is not limited to, work preparation, actual work, trouble isolation and clean-up. Material Charges are the items required to fulfill the job requirements. Any work required to establish or reestablish network access on the network side of the demarcation point is e cluded from Time and Materials Charges. The rates for Time and Material Charges are outlined in Section 13.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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# 8.0 - SPECIAL ARRANGEMENTS

### 8.1 Special Construction

### 8.1.1 Basis for Charges

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a special construction or Centre -type service offered under this tariff. Rates quoted in response to such competitive requests may be different from those specified for such services in section 11 of this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. Rates for such services offered on an individual case basis will be structured to recover the Company s cost of providing the services. Terms of specific ICB contracts will be made available to the Commission upon request on a proprietary basis. Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company s tariffs, charges will be based on the costs incurred by the Company and may include:

- A) non-recurring type charges
- B) recurring type charges
- C) termination liabilities or
- D) combinations thereof.

# 8.1.2 <u>Termination Liability</u>

To the e tent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

A) The amount of the ma imum termination liability is equal to the estimated amounts for:

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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# 8.0 - SPECIAL ARRANGEMENTS, (CONT D.)

#### 8.1 Special Construction, (Cont d.)

### 8.1.2 <u>Termination Liability</u> (Cont d)

- A) <u>(Cont d)</u>
  - 1) Cost installed of the facilities provided including estimated costs for rearrangements of e isting facilities and or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
    - (a) equipment and materials provided or used,
    - (b) engineering, labor and supervision,
    - (c) transportation, and
    - (d) rights-of-way
  - 2) license preparation, processing, and related fees
  - 3) tariff preparation, processing, and related fees
  - 4) cost of removal and restoration, where appropriate and
  - 5) any other identifiable costs related to the specially constructed or rearranged facilities.
- B) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 8.1.2(A) preceding by a factor related to the une pired period of liability and the discount rate for return and contingencies. The amount determined in section 8.1.2(A) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable ta es.

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# 8.0 - SPECIAL ARRANGEMENTS, (CONT D.)

#### 8.1 <u>Special Construction, (Cont d.)</u>

#### 8.1.3 <u>E pedited Order</u>

<u>E pedite Charge</u>: When placing an Order for service(s) for which a Standard Interval e ists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an E pedite Charge will apply. The Company has the e clusive right to accept or deny the E pedite Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an e pedited basis, an E pedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon e pedited service date, then the E pedite Charge will not apply.

In the event the Company provides service on an e pedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the E pedite Charge.

In the event that the Customer cancels an order subject to an e pedited request, the E pedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the original e pedite request, an additional E pedite Charge will still apply, unless waived at the Company s discretion.

An E pedite Charge will not be applied to orders e pedited for Company reasons, unless agreed to by the Customer. If costs other than additional administrative e penses arc to be incurred when the Access Order is e pedited, the regulations and charges for Special Construction as set forth in this Tariff will also apply. Additional charges imposed by the ILEC, above the listed tariff rate, will be charged to the Customer. The E pedite Charge will apply on a per order, per occurrence basis, as set forth below.

E pedite Order Charge

Per order, Per occurrence 800.00

- In the event the ILEC rates charged to the company are higher than the listed rate, the rate charged to the customer will be equal to the ILEC s rates imposed on the Company.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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# 8.0 - SPECIAL ARRANGEMENTS, (CONT D.)

# 8.2 Individual Case Basis (ICB) Arrangements

Reserved for future use

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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# 8.0 - SPECIAL ARRANGEMENTS, (CONT D.)

# 8.3 <u>Temporary Promotional Programs</u>

The Company may, from time to time, engage in special promotional service offerings designed to attract new customers or to promote e isting services. Such promotional service offerings shall be subject to specific dates, times, and or locations, and shall be subject to prior notification of no less than 7 days to and approval by the Commission.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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# 8.0 - SPECIAL ARRANGEMENTS, (CONT D.)

#### 8.3 <u>Temporary Promotional Programs, (Cont d.)</u>

#### 8.3.1 <u>e spire Local Service Plus Advantage</u>

e spire LOCAL SERVICE PLUS Advantage is a promotional offer, which is available to new and e isting customers receiving e spire LOCAL SERVICE PLUS and or e spire LOCAL ISDN. This promotion is available November 29, 1999 through anuary 30, 1999 as defined below. e spire LOCAL SERVICE PLUS Advantage is designed to incent prospects and e isting customers to purchase Long Distance, while receiving credits for Local Service . The higher the long distance net revenue, the higher the monthly credits for Local Service .

Includes e.spire LOCAL SERVICE PLUS, LOCAL ISDN CEU (ONL ), base component, DID Trunk Termination and DID Blocks. Initial Install Waiver Program will be honored on NRC costs. E cludes all optional features, line coding, EUCL, additional service fees, surcharges and ta es.

New and E isting Customer s will receive Local Service credits on up to 4 e.spire LOCAL SERVICE PLUS LOCAL ISDN Commercial End User T-1 s, DID Trunk Termination and DID Blocks. The Local Service credits are based on the sliding scale net Long Distance (Interstate, IntraLATA, Intrastate, International, Toll Free Calling Card) usage per month, for the length of the LOCAL SERVICE PLUS LOCAL ISDN Commercial End User Agreement.

Ma imum Local Services Charges W	Vaived
1 LOCAL SERVICE PLUS	
1 LOCAL SERVICE PLUS and 50	off 1 additional LOCAL SERVICE PLU
2 LOCAL SERVICE PLUS, and 50	off 1 additional LOCAL SERVICE PLU
3 LOCAL SERVICE PLUS and 50	off 1 additional LOCAL SERVICE PLU
4 LOCAL SERVICE PLUS and 50	off 1 additional LOCAL SERVICE PLU
	1 LOCAL SERVICE PLUS 1 LOCAL SERVICE PLUS and 50 2 LOCAL SERVICE PLUS, and 50 3 LOCAL SERVICE PLUS and 50

E isting e.spire LOCAL SERVICE PLUS LOCAL ISDN CEU customers must renew at equal to or greater than the length of their e isting contract with a LOCAL SERVICE PLUS Advantage Addendum. E isting customers who increase or decrease the number of LOCAL SERVICE PLUS s must have their account promotion updated.

All other terms and conditions, of the Company s e isting e spire LOCAL SERVICE PLUS and e spire LOCAL ISDN agreements, not e pressly modified by a e spire LOCAL SERVICE PLUS Advantage Addendum, remain unchanged and in full force and effect.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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# 8.0 - SPECIAL ARRANGEMENTS, (CONT D.)

#### 8.3 <u>Temporary Promotional Programs, (Cont d.)</u>

#### 8.3.2 <u>Xpresslink Voice Services Promotion</u>

Xpresslink Voice Services Promotion is a promotional offer available to new customers signing term agreements for Local Service Plus and or Local ISDN Commercial End User products. This promotional offer is available from November 15, 2000 until December 31, 2000, as defined below:

Customers signing a 1year Term Local Service Plus or Local ISDN Commercial End User agreement will receive one-month credit for its monthly recurring Term Plan charge not including ta es, surcharges usage. This credit will be applied to the customer s 5th month invoice.

Customers signing a 2 year Term Local Service Plus and Local ISDN Commercial End User agreement will received one-month credit for its monthly recurring Term Plan charge not including ta es, surcharges usage. This credit will be applied to the customer s 1st month invoice.

Customers signing a 3 year Term Local Service Plus and or Local ISDN Commercial End User agreement will receive two months credit for its monthly recurring Term Plan charge not including ta es, surcharges usage. This credit will be applied to the customer s 1st month and 13th month invoices.

All other terms and conditions of the Company s e isting e spire LOCAL SERVICE PLUS and e spire LOCAL ISDN Commercial End User agreement, not e pressly modified in the Company Voice Services Promotion, remain unchanged and in full force and effect.

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# 8.0 - SPECIAL ARRANGEMENTS, (CONT D.)

### 8.3 <u>Temporary Promotional Programs, (Cont d.)</u>

#### 8.3.3 Integrated Service Promotion

The Integrated Service Promotion is a promotional offer which is available to new and or old LOCAL SERVICE PLUS or LOCAL ISDN CEU customers upgrading to integrated services with dedicated internet service transmitted with bandwidth equal to or less than 768 BPS on the same facility. This promotional offer is available from October 24, 2000 until December 31, 2000, as defined below:

Customers must have the Company's long distance on all WTN's associated with the integrated access facility. Customers may purchase the router from the Company or provide their own router.

Customers that order integrated internet, with a minimum speed of 128 BPS, will receive a fi ed monthly recurring credit of 395.00. This credit will be applied to the customer s monthly invoice. If a customer chooses to upgrade their access speed greater than 128 BPS, they must pay the difference in price for the Internet Port. Additionally, a customer may chose to receive a Primary Domain Name Server (DNS) and incur no installation charge with an e tra monthly credit of 50.00. If DNS is not selected, the customer will only receive the 395.00 credit.

# Restrictions

- CPE Router rental is not available.
- The monthly credit will be terminated on all term plans if the customer s long distance converts away from Company long distance.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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# 8.0 - SPECIAL ARRANGEMENTS, (CONT D.)

# 8.3 <u>Temporary Promotional Programs, (Cont d.)</u>

# 8.3.4 PBX T1 Card Upgrade Promotion

The PBX T1 Card Upgrade Promotion is a promotional offer which is available to new and or old Local Service Plus customers that sign a new one, two or three year term agreement. This promotional offer is available from February 20, 2001 until March 31, 2001, as defined below:

The customer shall be responsible for selecting a PBX card vendor and arranging for the purchase and installation of the upgraded card. A copy of the PBX card purchase receipt must be submitted to the Company, prior to the third billing cycle, in order to receive the applicable one-time credit. Upon receipt, the applicable one-time credit will be applied to the customer s 1<sup>st</sup> month billing cycle as indicated below:

SERVICE				3 EAR TERM CREDIT ONE TIME CREDIT
Local Service Plus	T1	500	1500	3000

Customers who do not provide a bill of sale to the Company prior to the third billing cycle will not be eligible to receive the one-time credit and the PBX T1 Card Promotion will be removed from the customer s account in the third month.

The T1 card eliminates the need for a channel bank. The customer upgrading with the T1 card must posses telephone sets compatible with digital telephone systems. The customer shall be responsible for the maintenance of the PBX T1.

Customers that terminate their contract at any point during the term agreement will be required to reimburse the Company with the full credited amount provided under this promotion in addition to the contracted early termination penalties. All early termination penalties will be applied to the customer s final invoice.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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# 8.0 - SPECIAL ARRANGEMENTS, (CONT D.)

# 8.3 <u>Temporary Promotional Programs, (Cont d.)</u>

# 8.3.5 PBX PRI Card Upgrade Promotion

The PBX PRI Card Upgrade Promotion is a promotional offer which is available to new and or old Local ISDN CEU customers that sign a new one, two or three year term agreement. This promotional offer is available February 20, 2001 until March 31, 2001, as defined below:

The customer shall be responsible for selecting a PBX card vendor and arranging for the purchase and installation of the upgraded card. A copy of the PBX card purchase receipt must be submitted to the Company, prior to the third billing cycle, in order to receive the applicable one-time credit. Upon receipt, the applicable one-time credit will be applied to the customer s 1<sup>st</sup> month billing cycle as indicated below:

SERVICE	CARD T PE	onebni one	2 EAR TERM CREDIT ONE TIME CREDIT	3 EAR TERM CREDIT ONE TIME CREDIT
Local ISDN CEU	PRI	500	1500	3000

Customers who do not provide a bill of sale to the Company prior to the third billing cycle will not be eligible to receive the one-time credit and the PBX PRI Card Promotion will be removed from the customer s account in the third month.

The PRI card is only available for PBX equipment capable of ISDN functionality. The customer upgrading with the T1 card must posses telephone sets compatible with digital telephone systems. The customer shall be responsible for the maintenance of the PBX PRI card.

Customers that terminate their contract at any point during the term agreement will be required to reimburse the Company with the full credited amount provided under this promotion in addition to the contracted early termination penalties. All early termination penalties will be applied to the customer s final invoice.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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# 8.0 - SPECIAL ARRANGEMENTS, (CONT D.)

# 8.3 <u>Temporary Promotional Programs, (Cont d.)</u>

# 8.3.6 <u>E LD Limited Time Offer</u>

E LD Limited Time offer is a limited time only offering. The E LD Limited Time is available to new and e isting Local Service, Local Service Plus or Local ISDN customers. Service Orders for this limited time offer must be received by the Company no later than December 15, 2001

The E LD Limited Time Offer allows customers to earn E LD Credits for signing a service agreement for at least a 12-month term. The E LD Credits will equal the applicable month s billed, eligible long distance charges for the time period specified, as follow, based on the term selected by the customer:

- a. Credit for E LD service for 60 days if the customer signs a 36-month term commitment for applicable Company products sold in conjunction with E LD
- b. Credit for E LD service until November 30, 2001 on installed orders if the customer signs a 12-month term commitment for applicable Company products sold in conjunction with E LD or
- c. Credit for E LD service until December 31, 2001 on installed orders for customers signing a 24-month term commitment for applicable Company products sold in conjunction with E LD

Current Company Long Distance customers are not eligible for the E LD limited time offer. Current Company customers that do not have Company LD service that have a Require Product and wish to add e.spire E LD shall have their Required Product synchronized with the E LD term level. Therefore the customer agrees to sign a new Sales quote to include term and pricing for the Required Product and the E LD. The synchronized term of the Required Product will begin on the turn-up date of the E LD Limited Time Offer Service.

The applicable E LD rate is based on 3 factors:

- 1. Usage pattern Customer s intrastate traffic shall not e ceed 30 of total E LD traffic.
- 2. E LD Service term period (1,2,or 3 years)
- 3. Customer s prior usage level.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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# 8.0 - SPECIAL ARRANGEMENTS, (CONT D.)

#### 8.3 <u>Temporary Promotional Programs, (Cont d.)</u>

### 8.3.6 <u>E LD Limited Time Offer</u> (cont d)

e-spire E LD rate guidelines

Term Period		Previous LD usage	
	Up to 100.00	101 - 300	over 301
1 year	0.055	0.055	0.049
2 year	0.055	0.049	0.045
3 year	0.049	0.045	0.045

Upon the e piration of the limited time offer E LD Credit, E LD customer rates will be billed as noted above, for the duration of their agreement.

#### 8.3.6.1 Conditions of E LD Limited Time Offer

E LD Limited Time Offer customer s intrastate long distance traffic shall not e ceed 30 of their total E LD traffic. In the event their traffic e ceed the allowed intrastate usage in two billing months in any 12-month period, The Company reserves the right to re-rate those months intrastate minutes to .08 per intrastate minute or to charge 0.08 per intrastate minute for the intrastate usage in any additional month, in which the customer s traffic e ceed the 30 limit.

Upon the e piration of the limited time offer E LD Credit service period, the customer s monthly charge for E LD Service will be no less than 80 of the average monthly usage during the E LD Credit period.

# 8.3.6.2 Early Termination Penalty

Withstanding anything to the contrary in article 4 of the Agreement, if the customer decides to terminate the E LD Service before the end of the term, the customer will be charged an early termination penalty equal to 4 months of average usage. Additionally, the 90 day credit period is automatically waived. The customer s average usage will be calculated based on the average of the last two full months of usage. In the event the E LD agreement is terminated before two full months of service, the average usage will be calculated based on the customer s actual usage to date.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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# 9.0 - INBOUND DIRECT LOCAL EXCHANGE SERVICE

#### 9.1 <u>Description</u>

Inbound Direct Local E change Service (Inbound Direct) provides basic local e change customers with a single, voice grade analog channel which can be used to receive one call at a time only. All outbound calls will be blocked at the switch level. Inbound Direct may not be used for outbound service or to serve as a customer's primary service line. A minimum order of 10 lines must be purchased.

The Inbound Direct product will be configured provisioned and priced with the hunting feature included. The hunt feature automatically forwards incoming calls to available lines according to a preprogrammed sequence. With the Inbound Direct line, the lines will be placed in a circular hunt group so all lines will be hunted. Each line, including the last line, will include hunting.

Inbound Direct service applications may include remote database access, data transmission reception, and inbound customer service. Basic e change lines are provided with Inbound Direct to connect to customer provided modem or other data communication device for connection to the public switched telephone network.

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# 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES

### 9.2.1 <u>Customer Term Agreement</u>

#### 9.2.2 Description

The Company Customer Term Agreement (CTA) allows Customer to receive discounts on Company products and services for local e change or local toll (Local Services). These discounts will be applied to the following products and services:

- Business E change Service
  - Analog PBX Trunk DID DOD Combination

- Digital PBX Trunk Digital Access Facility DID DOD Combination
   ISDN
- PRI Access Facility ISDN B Channel

The published monthly recurring rates are set forth in Section 11 of this Tariff. Customers that sign up for service for a one (1) year term will receive a three percent (3) discount from the published monthly recurring rates. Customers that sign up for service for a two (2) year term will receive a seven percent (7) discount from the published monthly recurring rates. Customers that sign up for service for a three year term will receive a eleven percent (11) discount from the published monthly recurring rates. The three preceding term options are subject to the termination liability charges set forth in Section 9.2.3.

# 9.2.3 <u>Termination Fees</u>

A termination liability charge will be applicable for service rate elements provided under a term payment plan, as described in Section 9.2.2 of this Tariff, that are disconnected prior to the end of the chosen service period. The termination liability charge is equal to the difference between Company tariffed rates and the Term Plan rates. If at least si month remain under the Initial Term of the Term Plan, an additional cancellation fee of 500.00 will be added to the early termination charges. The Customer shall be obligated to pay such fees within thirty (30) days of early termination of this Term Plan.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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# 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

#### 9.2.4 e.spire LOCAL SERVICE PLUS

e.spire LOCAL SERVICE PLUS is a total package product offering consisting of Local, Long Distance and Toll Free services with optional custom calling features. This product is only available to local end user service customers originating on Company facilities off its ansas City, Missouri switch. e spire Local Service Plus is available under One, Two or Three ear Term Agreements. Each commitment level will be charged, Monthly Recurring and Non-recurring rates as specified in Section 13.

9.2.4.1 Product Components:

e spire Local Service Plus services monthly fee includes Business E change Lines, Analog PBX Trunks and Digital PBX Trunks. The customer may select a combination of the line components of up to 24 potential lines per T-1. In addition, the following Standard Custom Calling Features are included in the monthly fee:

Hunting	Call Forwarding
Call Waiting	Call Forwarding Busy
3 Way Calling	Call Forwarding Busy No Answer
Speed Dial 8	Call Forwarding Variable

# 9.2.4.2 Long Distance Service

e spire Local Service Plus customers will receive the following Fi ed Term Discounts for all Company Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Compay's Missouri Basic Local E change Telecommunication Service Tariff, the Company's Missouri Intere change Services Tariff and the the Company's FCC No. 1 Interstate Services Tariff.

One	ear	19.29
Two	ear	24.24
Three	ear	29.39

# 9.2.4.3 Toll Free Service

The following Fi ed Term Discounts apply to all Company Tariff Dial One rates as noted in the Company's Missouri Intere change Services Tariff and the Company's FCC No. 1 Interstate Services Tariff.

One ear	12	
Two ear	15	
Three ear	20	
(This service is grandfathered to e isting customers at e isting locations		
without modifications as of uly 12, 2007.)		

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# 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

### 9.2.4 e.spire LOCAL SERVICE PLUS (Cont d)

9.2.4.4 E piration of Term Agreement

The customer must notify the Company, in writing, at least 30 days prior to the e piration of services to e press their desired services beyond the selected term agreement. In lieu of written notification, the customer services will renew under the e isting term agreement, i.e. a two year agreement will renew to an additional two year agreement.

# 9.2.4.5 Termination Fees

A termination liability charge will be applicable for service rate elements provided under the e spire Local Service Plus term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by twenty percent. The customer is obligated to pay such charges within thirty (30) days of termination.

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# 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

#### 9.2.4 e spire LOCAL SERVICE

e.spire LOCAL SERVICE is a total package product offering consisting of Local, Long Distance and Toll Free services with optional custom calling features. This product is only available to local end user service customers originating on Company facilities off its ansas City, Missouri switch. e spire Local Service is available under Month to Month, One ear, Two ear or Three ear Term Agreements. Each commitment level will be charged Monthly Recurring and Nonrecurring rates as specified in Section 13.

#### 9.2.5.1 Product Components:

Customers receiving e spire Local Service may select E change lines and or Trunks in a combination of their choice. e spire Local Service offers two discount plans off e spire Local Service tariffed monthly recurring line trunk fees. Additional discounts are available when the Customer subscribes to the Company s Long Distance services for all lines, as noted below.

#### Fi ed Term Line Trunk Discount

<u>Plan A Discounts</u>: Local switch service customers with out the Company s Long Distance service.

Term Length	Discount
One ear	4
Two ear	5
Three ear	7

<u>Plan B Discounts</u>: Local switch service customers with the Company's Long Distance service on all line trunks.

Term Length	Discount
One ear	8
Two ear	10
Three ear	12

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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# 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

- 9.2.5 e spire Local Service (Cont d)
  - 9.2.5.1 Product Components (cont d)

Long Distance Service e. spire Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Company's Missouri End-User Services Tariff, the Company's Missouri Intere change Services Tariff and the Company's FCC No. 1 Interstate Services Tariff.

One	ear	12
Two	ear	15
Three	ear	20

# 9.2.5.2 E piration of Term Agreement

The customer must notify the Company, in writing, at least 30 days after to the e piration of services to e press their desired services beyond the selected term agreement. In lieu of written notification, the current agreement will terminate and the customer services will revert to Month-to-Month at the then current tariff rates, terms and conditions.

# 9.2.5.3 Termination Fees

A termination liability charge will be applicable for service rate elements provided under the e spire Local Service term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to: 1) the difference the tariffed monthly rates and the billed e spire Local Service discounted monthly rates multiplied the number of e pired months in the current term agreement, plus 2) the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by twenty (20) percent. The customer is obligated to pay such charges within thirty (30) days of termination.

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### 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

#### 9.2.6 e spire Local ISDN

e.spire LOCAL ISDN is a total package product offering consisting of Local services with optional Long Distance service, Toll Free service and custom calling features. This product is only available to local end user customers originating on Company facilities off its ansas City, Missouri switch. Internet Service Providers (ISP) will receive inbound traffic only. Non-ISP customers will be provisioned for inbound and outbound traffic. The applicable rates for Outbound Calling for Non-ISP customers are specified in Section 11. Local ISDN is available under Month-To-Month, One ear, Two ear or Three ear Term Agreements. Each commitment level will be charged Monthly Recurring and Non-recurring rates as specified in Section 11.

#### 9.2.6.1 E piration of Term Agreement

The customer must notify the Company, in writing, at least 30 days after the e piration of services to e press their desired services beyond the selected term agreement. In lieu of written notification, the customer services will revert to Month-to-Month at the then current tariff rates.

### 9.2.6.2 Termination Fees

A termination liability charge will be applicable for service rate elements provided under the e spire Local ISDN term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by twenty (20) percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

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# 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

# 9.2.7 Incoming FX

Incoming FX is a foreign e change service that provides a telephone number out of a foreign central office through the end users local central office. Incoming FX offers customers to receive incoming calls from customers within the LCA included in the foreign e change s NPA NXX.

Incoming FX is offered as an optional line coding. Incoming FX will only be made available on DID trunks, Combination trunks, and Combination trunks with DID. Since Incoming FX is not an outbound calling feature, it will not be available on DOD trunks. Incoming FX is available to customers receiving e spire LOCAL SERVICE PLUS or e spire LOCAL ISDN.

Incoming FX is provided on the facilities of the Company and is offered only in areas where the Company is authorized to do business.

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# 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

#### 9.2.8 Local Advantage Service

Local Advantage Service Term Plan is available to new and e isting customers receiving e spire LOCAL SERVICE PLUS and or e spire LOCAL ISDN Commercial End User (CEU). Local Advantage Service was previously introduced as a promotional offer for e spire Local Service Plus and e spire Local ISDN CEU. Local Advantage Service Term Plan is designed to encourage prospects and e isting customers to purchase Company Long Distance, The long distance usage will generate credits that will be applied to the customer s Local Service . The higher the long distance net revenue, the higher the monthly credits for Local Service .

New and E isting Customer s will receive Local Service monthly credits on up to 4 e.spire LOCAL SERVICE PLUS LOCAL ISDN Commercial End User T-1 s, DID Trunk Termination and DID Blocks. The Local Service monthly credits are based on the sliding scale net Long Distance (Interstate, IntraLATA, Intrastate, International, Toll Free Calling Card) usage per month, for the length of the LOCAL SERVICE PLUS LOCAL ISDN Commercial End User Agreement.

Net Monthly Long Distance Revenue	Ma imum Local Services Monthly C	Charges Waived
2,500.00 - 4,999.99	1 LOCAL SERVICE PLUS	
5,000.00 - 7,499.99	1 LOCAL SERVICE PLUS and 50	off 1add 1 LOCAL SERVICE PLUS
7,500.00 - 9,999.99	2 LOCAL SERVICE PLUS and 50	off 1add 1 LOCAL SERVICE PLUS
10,000.00 - 12,499.99	3 LOCAL SERVICE PLUS and 50	off 1add 1 LOCAL SERVICE PLUS
12,500.00 or more	4 LOCAL SERVICE PLUS and 50	off 1add1LOCAL SERVICE PLUS

E isting e.spire LOCAL SERVICE PLUS LOCAL ISDN CEU customers must renew at equal to or greater than the length of their e isting contract with the attached Local Advantage Addendum. E isting customers who increase or decrease the number of LOCAL SERVICE PLUS s must have their account updated.

- Includes e.spire LOCAL SERVICE PLUS, LOCAL ISDN CEU (ONL ), base component, DID Trunk Termination and DID Blocks. Initial Install Waiver Program will be honored on NRC costs. E cludes all optional features, line coding, EUCL, additional service fees, surcharges and ta es.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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# 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

### 9.2.8 Local Advantage Service (Cont d)

All other terms and conditions, of the Companys s e isting e spire LOCAL SERVICE PLUS and e spire LOCAL ISDN CEU agreements, not e pressly modified in the customer s Addendum remain unchanged and in full force and effect.

#### 9.2.8.1 Termination Fees

A termination liability charge will be applicable for service rate elements provided under the Local Advantage Service term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the corresponding Term agreement. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

# 9.2.9 <u>E tended Area Service</u> Outbound Local Calling

The Company s E tended Area Service is available to Local Service, Local Service Plus and Local ISDN business customers whose telephone traffic originates on the Company s facilities, with an NXX set forth in Section 3, off the Company s ansas City switch. Customers subscribing to this service e pand their local calling area from the proper LCA to an e tended area. Customer subscribing to this service will incur an additional monthly recurring charge in addition to the line trunk fee. Monthly service charges and installation apply per line trunk as set forth in Section 11.

The area defined as E tended Area Service will consist of the following rate centers:

ARCHIE, BASEHOR, BELTON, BETHEL, BLUE SPG, BONNER SPG, BUC NER, BUC RUS, CAMDEN PT, CLEVELAND, DE SOTO, DEARBORN, DREXEL, EAST L NNE, EDGERTON, EINDEPNDNC, EXCELSRSPG, FERRELVIEW, FREEMAN, GARDENCIT, GARDNER, GLADSTONE, GREENWOOD, HARRISONVL, HENRIETTA, HOLDEN, HOLT, INDEPNDNCE, ANSASCIT, EARNE, INGSVILLE, LATHROP, LAWSON, LEESSUMMIT, LIBERT, L LOTAWANA, LONE AC, MELROSE, MISSOURIC, NASHUA, OA GROVE, ODESSA, OLATHE, ORRIC, PAR VILLE, PECULIAR, PLATTECIT, PLATTSBURG, PLEASANTHL, RA TOWN, RICHMOND, SO ANSASC, SPRINGHILL, STANLE, STRASBURG, TIFFAN SPG, TRIMBLE, WCLEVELAND, WELLINGTON, WESTDREXEL, WESTON

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### 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

#### 9.2.10 <u>Complete Access</u>

Complete Access is a total package product offering consisting of Local, Long Distance and Toll Free services with optional custom calling features and Integrated 512kb Internet. The service will receive E LD minute of usage allowance. This product is only available to local end user service customers originating on Company facilities off its ansas City, Missouri switch. Complete Access is available under a One ear Term Agreement. This commitment level will be charged Monthly Recurring and Non-recurring rates as specified in section 11.

Term Discounts

Length of Contract	<u>Monthly</u>	NRC
One ear	0	0

### 9.2.10.1 Line Components:

Complete Access service monthly fee includes DS1 Access facility with Business E change Lines, and PBX Trunks. The customers may select a combination of the line trunks components of up to 64 potential lines trunks per DS1 in accordance with the service. Additionally, the following are included in the monthly fee as defined in the Basic Feature Plan:

- Call Block
- Call Forward Busy
- Call Forward No Answer
- Call Forward Variable
- Call Transfer
- Call Waiting
- Fa Overflow (1 bo included)
- Hunting
- Three Way Calling
- Toll Restrictions (Options A-T each)
- Voice Mail (1 bo included)

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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### 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

#### 9.2.10 Complete Access (Cont d)

9.2.10.1 Line Components (cont d):

Additionally, the following are included with customers in the monthly fee as defined in the Enhanced Feature Plan or Enhanced Feature Pack:

- Automated Call Back 69
- Automatic Call Rejection
- Automatic Recall (Redial)
- Call Block
- Call Forward Busy
- Call Forward No Answer
- Call Forward Variable
- Call Hold
- Call Transfer
- Call Waiting
- Caller ID Number Only
- Caller ID Name and Number
- DID Termination
- Distinctive Ringing
- Fa Overflow (1 bo included)
- Hunting
- PBX Outbound Calling ID
- Speed Dial 8
- Speed Dial 30
- Three Way Calling
- Toll Restrictions (Options A-T each)
- Voice Mail (1 bo included)

Complete Access service monthly fee includes PRI Access facility with PRI Trunks. The customers may select a combination of the trunk components of up to 64 potential lines per PRI in accordance with the service. Additionally, the following is included in the monthly fee as defined in the Basic Feature Plan:

- Hunting
- DID Termination

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## 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

### 9.2.10 Complete Access (Cont d)

9.2.10.1 Line Components (cont d):

Additionally, the following are included with customers in the monthly fee as defined in the Enhanced Feature Plan or Enhanced Feature Pack:

- Caller ID w Number, PRI
- Caller ID w Name and Number, PRI
- DID Termination
- Hunting
- PBX Outbound Calling ID

### 9.2.10.2 Optional Features

<u>Long Distance Service -</u> Complete Access customers will receive the E LD rates for all Company Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Company's Missouri General Services Tariff, the Company's Missouri Intere change Services Tariff and the Interstate Long Distance Service Agreement.

International rates will receive the following Fi ed Term Discounts for all Company Tariff Dial One International rates as noted respectively in the Company's Missouri General Services Tariff, the Compan's Missouri Intere change Services Tariff and the International Service Agreement.

One ear

19.29

<u>Toll Free Service</u> - Complete Access customers will receive the E LD rates for all Company Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Company's Missouri General Services Tariff, the Company's Missouri Intere change Services Tariff and the Interstate Long Distance Service Agreement.

One ear

12

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## 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

#### 9.2.10 Complete Access (Cont d)

9.2.10.3 E piration of Term Agreement

Upon e piration of the initial term, the term agreement will automatically renew on a month-to-month basis at the monthly rates.

9.2.10.4 Termination Fees

Consistent with the customer s agreement, a termination liability charge will be applicable for service rate elements provided under the Complete Access term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by one hundred (100) percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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### 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

#### 9.2.11 Complete Lines Trunks

Complete Lines Trunks is a total package product offering consisting of Local, Long Distance and Toll Free services with optional custom calling features. The service will receive E LD minute of usage allowance. This product is only available to local end user service customers originating on Company facilities off its ansas City, Missouri switch. Complete Lines Trunks is available under Month to Month and One ear Term Agreements. Each commitment level will be charged Monthly Recurring and Non-recurring rates as specified in section 11. The following discounts apply.

### Term Discounts

Length of Contract	<u>Monthly</u>	NRC
One ear	0	0

### 9.2.11.1 Line Components:

Complete Lines Trunks service monthly fee includes DS1 Access facility with Business E change Lines, and PBX Trunks. The Complete Lines Trunks DSO service monthly fee includes Business E change Lines, PBX DOD trunk, PBX Combination Trunk. The customers may select a combination of the line trunks components per DS1and or DSO in accordance with the service. Additionally, the following are included in the monthly fee (e cluding the Utility Line) as defined in the Basic Feature Plan:

- Call Block
- Hunting
- Toll Restrictions (Options A-T each)

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### 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

#### 9.2.11 <u>Complete Lines Trunks, (Cont d.)</u>

9.2.11.1 Line Components

Additionally, the following are included with customers in the monthly fee as defined in the Enhanced Feature Plan:

- Automated Call Back 69
- Automatic Call Rejection
- Automatic Recall (Redial)
- Call Block
- Call Forward Busy
- Call Forward No Answer
- Call Forward Variable
- Call Hold
- Call Transfer
- Call Waiting
- Caller ID Number Only
- Caller ID Name and Number
- Distinctive Ringing
- DNIS (Dialed Number Identification Service)
- Hunting
- PBX Outbound Calling ID
- Remote Activation Call Forwarding
- Speed Dial 8
- Speed Dial 30
- Three Way Calling
- Toll Restrictions (Options A-T each)

Only available on the DS1 product

Complete Lines Trunks service monthly fee includes PRI Access facility with PRI Trunks. The customers may select a combination of the trunk components per PRI in accordance with the service. Additionally, the following is included in the monthly fee as defined in the Basic Feature Plan:

- Call Block 900 976
- Caller ID w Number, PRI
- Hunting
- Toll Restrictions (Options A-T)
- Additionally, the following are included with customers in the monthly fee as defined in the Enhanced Feature Plan.
- as defined in the Enhanced Feature F
- Call Block 900 976
  Call by Call man PBI
- Call by Call, per PRI
  Caller ID w Number PBI
- Caller ID w Number, PRI
- Caller ID w Name and Number, PRI
- Hunting

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## 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

### 9.2.11 Complete Lines Trunks, (Cont d.)

### 9.2.11.2Optional Features

<u>Long Distance Service</u> - Complete Lines Trunks customers will receive the E LD rates for all Company Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Company's Missouri General Services Tariff, the Company's Missouri Intere change Services Tariff and the Interstate Long Distance Service Agreement. The following discounts apply.

One ear 19.29

The preceding fi ed term discounts are applicable to the international rates as noted in the Company s International Service Agreement that can be found at <u>www.twtelecom.com</u>.

<u>Toll Free Service</u> - Complete Lines Trunks customers will receive the E LD rates for all Company Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Company Missouri General Services Tariff, the Company Missouri Intere change Services Tariff and the Interstate Long Distance Service Agreement. The following discounts apply.

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## 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

### 9.2.11 <u>Complete Lines Trunks, (Cont d.)</u>

9.2.11.3 E piration of Term Agreement

Upon e piration of the initial term, the term agreement will automatically renew on a month-to-month basis at the monthly rates.

9.2.11.4 Termination Fees

Consistent with the customer s agreement, a termination liability charge will be applicable for service rate elements provided under the Complete Lines Trunks term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by one hundred (100) percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

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## 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

## 9.2.12 Complete T

Complete T is a total package product offering consisting of Local, Long Distance and Toll Free services with optional custom calling features. This product is only available to local end user service customers originating on Company facilities off its ansas City, Missouri switch. Complete T is available under One, Two or Three ear Term Agreements. The commitment level will be charged Monthly Recurring and Non-recurring rates as specified.

Term Discounts

Length of Contract	<u>Monthly</u>	NRC
One ear	0	0

9.2.12.1 Line Components

Complete T service monthly fee includes Business E change Lines, Analog PBX Trunks and PBX Trunks. The customers may select a combination of the line components of up to 24 potential lines per T-1. Additionally, the following Standard Custom Calling Features are included in the monthly fee:

- Call Block
- Hunting
- DID Termination
- Toll Restriction (Option A-T each)

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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#### 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

#### 9.2.12 Complete T (Cont d)

9.2.12.1 Line Components (cont d):

Additionally, the following are included with customers in the monthly fee as defined in the Enhanced Feature Plan:

- Automated Call Back 69
- Automatic Call Rejection
- Automatic Recall (Redial)
- Call Block
- Call Forward Busy
- Call Forward No Answer
- Call Forward Variable
- Call Hold
- Call Transfer
- Call Waiting
- Caller ID Number Only
- Caller ID Name and Number
- DID Termination
- Distinctive Ringing
- DNIS (Dialed Number Identification Service)
- Hunting
- PBX Outbound Calling ID
- Remote Activation Call Forwarding
- Speed Dial 8
- Speed Dial 30
- Three Way Calling
- Toll Restrictions (Options A-T each)

Complete T service monthly fee includes PRI Access facility with PRI Trunks. The customers may select a combination of the trunk component per PRI in accordance with the service. Additionally, the following is included in the monthly fee as defined in the Basic Feature Plan:

- Call Block 900 976
- Caller ID w Number, PRI
- DID Termination, per trunk
- Hunting
- Toll Restrictions (Options A-T)

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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## 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

### 9.2.12 Complete T (Cont d)

9.2.12.1 Line Components (cont d):

Additionally, the following are included with customers in the monthly fee as defined in the Enhanced Feature Plan.

- Call Block 900 976
- Caller ID w Number, PRI
- Caller ID w Name and Number, PRI
- DID Termination, per trunk
- Hunting
- Toll Restrictions (Options A-T)

#### 9.2.12.2 Optional Features

#### Long Distance Service

Complete T customers will receive the E LD rates for all Company Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Company Missouri General Services Tariff, the Company Missouri Intere change Services Tariff and the Interstate Long Distance Service Agreement.

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International rates will receive the Fi ed Term Discounts, as noted in the customer s service agreement, for all Company Tariff Dial One International rates as noted respectively in the Company Missouri General Services Tariff, the Company Missouri Intere change Services Tariff and the International Service Agreement.

#### Toll Free Service

Complete T customers will receive the E LD rates for all Company Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Company Missouri General Services Tariff, the Company Missouri Intere change Services Tariff and the Interstate Long Distance Service Agreement.

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## 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

### 9.2.12 <u>Complete T (Cont d)</u>

9.2.12.3 E piration of Term Agreement

Upon e piration of the initial term, the term agreement will automatically renew on a month-to-month basis at the same monthly rates.

9.2.12.4 Termination Fees

Consistent with the customer s agreement, a termination liability charge will be applicable for service rate elements provided under the Complete T term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by one hundred (100) percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

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### 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

#### 9.2.13 Complete Dynamic

Complete Dynamic is a total package product offering consisting of Local, Long Distance and Toll Free services with optional custom calling features and integrated Internet. The service will receive E LD minute of usage allowance. This product is only available to local end user service customers originating on Company facilities off its ansas City, Missouri switch. Complete Dynamic is available under a One ear Term Agreements. This commitment level will be charged Monthly Recurring and Non-recurring rates as specified below.

#### Term Discounts

Length of Contract	Monthly	NRC	(with Install Waiver Promo)
One ear	0	0	

9.2.13.1 Line Components:

Complete Dynamic service monthly fee includes DS1 Access facility with Business E change Lines, and PBX Trunks. The customers may select a combination of the line trunks components of up to 72 potential lines trunks per DS1 in accordance with the service. Additionally, the following are included in the monthly fee as defined in the Basic Feature Plan:

- Call Block
- Call Forward Busy
- Call Forward No Answer
- Call Forward Variable
- Call Transfer
- Call Waiting
- Fa Overflow (1 bo included)
- Hunting
- Three Way Calling
- Toll Restrictions (Options A-T each)
- Voice Mail (1 bo included)

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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## 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

### 9.2.13 <u>Complete Dynamic (Cont d)</u>

9.2.13.1 Line Components (cont d):

Additionally, the following are included with customers in the monthly fee as defined in the Enhanced Feature Plan

- Automated Call Back 69
- Automatic Call Rejection
- Automatic Recall (Redial)
- Call Block
- Call Forward Busy
- Call Forward No Answer
- Call Forward Variable
- Call Hold
- Call Transfer
- Call Waiting
- Caller ID Number Only
- Caller ID Name and Number
- DID Termination
- Distinctive Ringing
- Fa Overflow (1 bo included)
- Hunting
- PBX Outbound Calling ID
- Speed Dial 8
- Speed Dial 30
- Three Way Calling
- Toll Restrictions (Options A-T each)
- Voice Mail (1 bo included)

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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## 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

#### 9.2.13 <u>Complete Dynamic (Cont d)</u>

9.2.13.1 Line Components (cont d):

Complete Dynamic service monthly fee includes PRI Access facility with PRI Trunks. The customers may select a combination of the trunk components of up to 72 potential lines per PRI in accordance with the service. Additionally, the following is included in the monthly fee as defined in the Basic Feature Plan:

- Hunting
- DID Termination

Additionally, the following are included with customers in the monthly fee as defined in the Enhanced Feature Plan

- Caller ID w Number, PRI
- Caller ID w Name and Number, PRI
- DID Termination
- Hunting
- PBX Outbound Calling ID

### 9.2.13.2 Optional Features

### Long Distance Service

Complete Dynamic customers will receive the E LD rates for all Company Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Company Missouri General Services Tariff, the Company Missouri Intere change Services Tariff and the Interstate Long Distance Service Agreement. International rates will receive the following Fi ed Term Discounts for all Company Tariff Dial One International rates as noted respectively in the Company's Missouri General Services Tariff, the Company's Missouri Intere change Services Tariff and the International Service Agreement.

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#### Toll Free Service

Complete Dynamic customers will receive the E LD rates for all Company Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Company's Missouri General Services Tariff, the Company's Missouri Intere change Services Tariff and the Interstate Long Distance Service Agreement.

One ear

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## 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

#### 9.2.13 <u>Complete Dynamic (Cont d)</u>

9.2.13.3 E piration of Term Agreement

Upon e piration of the initial term, the term agreement will automatically renew on a month-to-month basis at the monthly rates.

9.2.13.4 Termination Fees

Consistent with the customer s agreement, a termination liability charge will be applicable for service rate elements provided under the Complete Dynamic term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by twenty (20) percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

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### 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

#### 9.2.14 <u>Channel 12</u>

Channel 12 is a total package product offering consisting of Local, Long Distance and Toll Free services with optional custom calling features and Integrated Internet. The service will receive E LD minute of usage allowance. This product is only available to local end user service customers originating on Company facilities off its ansas City, Missouri switch. Channel 12 is available under a One ear Term Agreement. Each commitment level will be charged Monthly Recurring and Non-recurring rates as specified below.

#### Term Discounts

Length of Contract	<u>Monthly</u>	NRC
One ear	0	0

9.2.14.1 Line Components:

Channel 12 service monthly fee includes DS1 Access facility with Business E change Lines, and PBX Trunks. The customers may select a combination of the line trunks components of up to 64 potential lines trunks per DS1 in accordance with the service. Additionally, the following are included in the monthly fee as defined in the Basic Feature Plan:

Call Block	Anonymous Call Rejection
Toll Restriction (Option A-T each)	Automatic Recall (redial)
Hunting	Caller ID number only (business e change lines only)
Call Waiting	Call Hold
Three Way Calling	Distinctive Ringing
Call Forward Busy	Speed Dial 8
Call Forward No Answer	Speed Dial 30
Call Forward Variable	Account Code Non Validated
Call Transfer	Fa Overflow - 1 mailbo included
Automated Call Back	Voice Mail - 1 mailbo included

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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### 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

### 9.2.14 Channel 12 (Cont d)

9.2.14.1 Line Components (cont d):

Additionally, the following are included with customers in the monthly fee as defined in the Optional Calling Features:

Caller ID name and number (business e change lines only) DID Termination Call Forwarding Additional Path DNIS (Dialed Number Identification Service) PBX Outbound Calling ID Enhanced Voice Messaging (Auto Attendant) Incoming FX Incoming FX Incoming FX ISP Remote Activation Call Forwarding Remote Call Forwarding Remote Call Forwarding Additional Path Voice Mail Pager Plus

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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## 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

### 9.2.14 Channel 12 (Cont d)

### 9.2.14.2 Optional Features

Long Distance Service

Channel 12 customers will receive the E LD rate for all Company Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Company's Missouri General Services Tariff, the Company's Missouri Intere change Services Tariff and the Interstate Long Distance Service Agreement.

International rates will receive the following Fi ed Term Discount for all Company Tariff Dial One International rates as noted respectively in the Company's Missouri General Services Tariff, the Company's Missouri Intere change Services Tariff and the International Service Agreement.

One ear 19.29

<u>Toll Free Service</u> - Channel 12 customers will receive the E LD rates for all Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Company's Missouri General Services Tariff, the Company's Missouri Intere change Services Tariff and the Interstate Long Distance Service Agreement

One ear

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## 9.2 OPTIONAL GRANDFATHERED LOCAL EXCHANGE SERVICES, (CONT D.)

### 9.2.14 Channel 12 (Cont d)

9.2.14.3 E piration of Term Agreement

Upon e piration of the initial term, the term agreement will automatically renew on a month-to-month basis at the monthly rates.

9.2.14.4 Termination Fees

Consistent with the customer s agreement, a termination liability charge will be applicable for service rate elements provided under the Channel 12 term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by twenty (20) percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

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## 10.0 - APPLICATION OF RATES

## 10.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

### 10.2 Charges Based on Duration of Use

RESERVED FOR FUTURE USE

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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## 10.0 - APPLICATION OF RATES, (CONT D.)

### 10.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules:

A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local E change Routing Guide issued by BellCore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company s network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

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## 10.0 - APPLICATION OF RATES, (CONT D.)

### 10.3 <u>Rates Based Upon Distance</u> (Cont d)

- B) The airline distance between any two rate centers is determined as follows:
  - 1) Obtain the V (vertical) and H (horizontal) coordinates for each rate center from the BellCore Local E change Routing guide referenced in Section 3.3(A).
  - 2) Compute the difference between the V coordinates of the two rate centers and the difference between the two H coordinates.
  - 3) Square each difference obtained in step (2) above.
  - 4) Add the square of the V difference and the square of the H difference obtained in step (3) above.
  - 5) Divide the sum of the squares by 10. Round to the net higher whole number if any fraction is obtained.
  - 6) Obtain the square root of the whole number result obtained above. Round to the ne t higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{\left(V_1 - V_2\right)^2 + \left(H_1 - H_2\right)^2}{10}}$$

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## 11.0 - RATES FOR SERVICES

### Services Description and Pricing Location Table

	Description	Pricing
Service	Location	Location
Basic E change Line Service	4.2	11.1
PBX (Basic E change) Trunk Service	4.3	11.2
Digital PBX (Basic E change) Trunk Service	4.4	11.3
DID Trunk Service	4.5	11.4
Hunt Grouping Service	4.6	11.5
CLASS (Custom Local Area Signaling Service) Features	4.7	11.6
Business Custom Services (BCS)	4.8	11.7
ISDN PRI	4.9	11.8
Directory Listings	5.1	11.9
Main Number Retention	5.2	11.10
Authorization Codes	5.3	11.11
Vanity Numbers	5.4	11.12
Operator Services	7.1	11.13
Busy Line Verify and Busy Line Interrupt Service	7.2	11.14
Service Implementation Changes for changing E isting	7.3	1.15
Services		
Restoration of Services	7.4	11.16
Inbound Direct Local E change Service	9.0	11.17

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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## 11.0 - RATES FOR SERVICES, (CONT D.)

	Nonrecurring	Monthly
Basic Local E change Service Multi - Per Trunk		
one 1	47.00	39.25
one 2	47.00	40.75
one 3	47.00	43.25
Flat Line: one 1	47.00	30.25
one 2	47.00	31.50
one 3	47.00	33.25
PBX (Basic E change) Trunk Service		
Analog PBX	Nonrecurring	Monthly
Basic Local E change Trunk Service Per Trunk		
Subscriber s Location: one 1	47.00	39.25
one 2	47.00	40.95
one 3	47.00	43.25
DID		
DID Trunk Termination	21.25	42.25
1 <sup>st</sup> Block of 100 Numbers	153.25	21.00
Each Add 1 Block of 10 Numbers	153.25	21.00
1 <sup>st</sup> Block of 10 Numbers	153.25	4.50
Each Add 1 Block of 10 Numbers	13.75	4.50
Digital PBX (Basic E change) Trunk Service		
Digital PBX Trunk Pricing	Nonrecurring	Monthly
Digital PBX Access Facility (per DS1)	630.00	238.50
Digital PBX Trunk Charge (per trunk)Subscriber s Location:		
one 1	47.00	22.50
one 2	47.00	24.50
one 3	47.00	26.50
Line termination (per trunk)	67.50	4.25
DID Trunk Service		
DID Trunks	Nonrecurring	Monthly
Each block of 100 numbers	153.25	21.00
1 <sup>st</sup> Block 10 numbers	153.25	4.50
Each block of 10 numbers	13.75	4.50
DID Channel Termination (per activated channel)	47.00	2.50

Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e spire s LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e spire s Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services.

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## 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.5 <u>Hunt Grouping Service</u>

11.5	Itunt Grouping Bervice		
		Pric	ing
	Non-Recurring	4.75	
	Recurring (monthly)	N C	
11.6 <u>(</u>	CLASS (Custom Local Area Signaling Service) Feat	ures	
		Nonrecurring	Monthly
	Automatic Call Back	13.00	2.25
	Automatic Recall	13.00	2.25
	Call Block	13.00	3.50
	Priority Call Distinctive Ringing	13.00	2.25
	Call Transfer	13.00	4.00
	Caller ID Name Delivery	13.00	7.75
	Caller ID Number Delivery	13.00	7.75
	Caller ID Name Number	13.00	7.75
	Directory Number Privacy	N C	N C
	Selective Call Forward	13.00	2.50
		Per Successful Activation	
	Call Tracing	13.00	7.00
11.7	Business Custom Services (BCS)		
	Non-Recurring		
	All BCS Features	13.00	
	Monthly Recurring		
	Call Forwarding Variable	5.	25
	Call Forwarding Busy Line	2.50	
	Call Forwarding Don t Answer	2.50	
	Call Forward Busy Line Don t Answer	3.50	
	Remote Activation of CFV	2.25	
	Remote Call Forwarding	4.35	
	Call Waiting Terminating	7.00	
	Three Way Conference Calling	2.25	
	Speed Calling 30	2.	25
	Speed Calling 8	2.	25

<sup>-</sup>Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e spire s LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e spire s Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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## 11.0 - RATES FOR SERVICES, (CONT D.)

## 11.8 ISDN PRI (Integrated Services Digital Network - Primary Rate Interface)

11.0	ISDAT RE(Integrated Services Digital Activors - Thinary Rate Interface)		
	Element	Install	Monthly
	PRI B Channels (per channel) Subscriber s Location:		
	Inward DATA	N C	46.25
	Voice DATA	N C	48.15
		N C	50.45
	PRI Service (per DS1)	3186.00	562.50
	Dynamic channel Allocation (per DS1)	9.00 (I)	337.50
	Caller ID (per DS1)	90.00	90.00
	Direct Inward Dial		
	DID Trunk Termination	21.25	42.25
	DID Numbers		
	Each Block of 100 Numbers	153.25	21.00
	Each Add 1 Block of 100 Numbers	N C	N C
	First Block of 10 Numbers	153.25	4.50
	Each Add 1 Block of 10 Numbers	13.25	1.00
11.9 <u>D</u>	irectory Listings	·	
		Nonrecurring	Monthly
ſ	Each Additional Listing	8.50	6.00
ſ	Non List Non Publish	5.25	1.20
ſ	Non-Published Number	5.25	1.20
11.10	Main Number Retention		
	Rates	Nonrecurring	Monthly
ſ	per retained number	N C	N C
ſ	per retained vanity number	N C	N C
11.11	Authorization Codes	·	
		Nonrecurring	Monthly
	Toll Restriction	7.25	20.00
11.12	Vanity Numbers	•	
-	Rates	Nonrecurring	Monthly
	Per Vanity Number	N C	N C

<sup>-</sup> Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e spire s LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e spire s Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or applicable services.

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## 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.13 Operator Services

Note that usage charges and surcharges, busy line verification and interrupt, or directory assistance surcharges apply in addition to operator charges.

Operator Services	Per Call Surcharge
Station-to-Station	0.90
Calling Card	0.65
3 <sup>rd</sup> Number Billing	0.65
Collect Calls	0.65
Person-to-Person	2.00

#### 11.14 Busy Line Verify and Busy Line Interrupt Service

Busy Line Verify S	ervice (each request)	1.20
Busy Line Verify	Busy Line Interrupt Service (each request)	1.85

#### 11.15 Service Implementation Changes for Changing E isting Services

Non-Recurring, per service order

The Company concurs in Southwestern Bell Telephone Company s tariffs with regard to charges for changing intere change carriers made at a Customer s request.

#### 11.16 <u>Restoration of Services</u>

Non-Recurring per occasion	N C
Charge per telephone number restored	
	15.75

Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e spire s LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e spire s Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services.

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Pamela Sherwood, VP Regulatory Affairs 4625 W. 86th Street, Ste 500 Indianapolis, IN 46268 22.00

## 11.0 - RATES FOR SERVICES, (CONT D.)

## 11.17 Inbound Direct Local E change Service

Inbound Direct (Inbound only line hunting)	Recurring per line, per month	Nonrecurring
ansas City, MO	23.50	49.75

### 11.17.1 On-Network Pricing Discount

For customers with facilities residing on the Company network (as opposed to customers who use facilities purchased or leased from another carrier), discounts of 5 to 25 may be available on an individual case basis.

## 11.17.2 Term Contract and Penalty

If the customer and the Company agree to a term (multi-month) contract, the customer is bound to fulfill all terms and conditions of the contract. If the customer wishes to cancel service with the Company prior to the e piration of the contract, the customer will be billed and obligated to pay the full value of the remainder of the contract the value of which will be based on remaining months 0-multiplied by the average of all prior monthly bills.

### 11.18 Directory Assistance

Fully Automated DACC	Per Call Surcharge
Sent-Paid Public or Semi-public	0.25
Collect or Bill to Third Number	1.10
Semi Automated DACC	
Sent Paid	1.10
Calling Card	0.65
Collect or Bill to Third Party	1.10
Person-to-Person	2.00

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## 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.19 IntraLATA Calling Service

		Each Additional
Rate Mileage	Initial 6 seconds	6 seconds
1-430	0.00990	0.00990
<u>Rate Time Periods</u> DA	Mon Fri.	8:00am to 5:00pm
EVENINGS	Mon Fri.	5:00pm to 11:00pm
NIGHTS	Mon Fri.	11:00pm to 8:00am
WEE ENDS	Sat. through Sun	All day

Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e spire s LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e spire s Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services.

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### 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.19 IntraLATA Calling Service, (Cont d.)

### 11.19.1 One-Hour, Five Hour and Ten-Hour Business Plan

The Company s One-Hour, Five-Hour and Ten-Hour Business Plan allow a customer to select one of the Business Plans set forth below, each Plan has an associated monthly recurring charge for direct dialed intraLATA calls. The monthly recurring charge applies to the initial chosen level of usage (i.e. One Hour, Five Hours, or Ten Hours). Any usage in e cess of the designated hourly Plan will be billed at the associated Additional Per Minute Rate, as specified below. The base monthly charge associated with the plan will be applied every month, regardless of usage.

1 Hour Business Plan	Monthly Recurring Rate 7.00	Each Additional Minute 0.12
5 Hours Business Plan	32.25	0.11
10 Hours Business Plan	54.00	0.09

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## 11.0 - RATES FOR SERVICES, (CONT D.)

## 11.20 Pay Phone

	<u>Nonrecurring</u>	<u>Monthly</u>
Required: Flat Rate, 2 way service, touch tone with International Block.	18.00	30.30
That hate, 2 way service, touch tone with international breek.	10.00	50.50
Options:		
Selective Class of Call Screening:		
COPT Basic, per line	18.45	N C
Coinless Only, per line	14.40	N C
Answer Supervision: Line Side, per line	6.30	4.50
Line Side, per line	0.50	т.50

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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## 11.0 - RATES FOR SERVICES, (CONT D.)

# 11.21 <u>e-spire<sup>TM</sup> ISDN PRI (Integrated Services Digital Network - Primary Rate Interface)</u>

Element	Install	Monthly
ISDN Voice Data		
ISDN PRI Access Facility (per DS1)		
Month to Month	1,250.00	700.00
12 months Term Plan	1,212.50	679.00
24 months Term Plan	1,162.50	651.00
36 months Term Plan	1,112.50	623.00
B Channel (per channel)	0.00	20.00
DID Numbers		
1 <sup>st</sup> Block of 20 (per block)	0.00	5.00
each add 1 block of 20 up to 500 (per block)	0.00	2.50
more than 500 - each add 1 block of 100 (per block)	0.00	50.00
ISDN Inbound Direct		
ISDN PRI Access Facility and 23B D Channels (per DS1)		
12 months Term Plan	1,250.00	450.00
24 months Term Plan	1,150.00	436.00
36 months Term Plan	1,000.00	405.00

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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#### 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.22 <u>e spire LOCAL SERVICE PLUS Pricing:</u>

Length of Contract	Monthly	Nonrecurring
One ear	800.00	1,250.00
Two ear	775.00	1,000.00
Three ear	725.00	750.00
Additional charges will apply for the following co		720.00
DID Termination Charges:	inponento.	Monthly
DID Trunk Termination		<u>10.00</u>
DID Number:		10.00
1 <sup>st</sup> Block of 20 DID numbers		5.00
	1	5.00
DID each additional block of 20 up to 500		2.50
DID 500 each additional block of 100 n		50.00
Optional Custom Calling Features:	<u>Monthly</u>	Nonrecurring
Custom Calling Features	10.00	
Anonymous Call Rejection	2.50	
Automatic Call Back	2.50	
Automatic Recall	2.50	
Automatic Call Back (per occurrence)	0.75	
Automatic Recall (per occurrence)	0.75	
Call Block	2.50	
Call Hold	2.50	
Call Pick Up	2.50	
Call Transfer	2.50	
Caller ID w Name Number	2.50	
Caller ID w Number	2.50	
Code Restriction	2.50	
Distinctive Ringing	2.50	
Remote Activation of Call forward	2.50	
Remote Call Forwarding	15.00	
Remote Call Forwarding Additional path	15.00	
Speed Dialing 30	2.50	
Auto Attendant (per mailbo)	2.50	50.00 (9 or fewer mailbo es)
E. Ourfland	2.50	95.00 (10 or more mailbo es)
Fa Overflow	2.50	
Voice Mail, (per mailbo)	5.00	
Voice Mail Pager Plus	7.50	

Non-recurring charges waived if features ordered upon initial installation of e.spire LOCAL SERVICE PLUS.

Per occurrence rate applies when customer opts not to purchase the monthly rate.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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### 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.22 <u>e spire LOCAL SERVICE PLUS Pricing, (cont d.)</u>

Ancillary Services		
Directory Listings, per listing	Monthly	Nonrecurring
Single List - White page only	0.00	0.00
Non-listed	1.20	0.00
Non-published	1.20	5.25
Additional listing	6.00 (I)	8.50
Toll Free Directory Assistance listing	15.00	0.00
Directory Number Privacy	0.00	0.00
Vanity Number	<u>Monthly</u>	
Vanity number, per number	10.00	
Operator Assisted Calling, per occurrence	<u>Monthly</u>	
Station to Station	0.90	
Calling Card	0.65	
3 <sup>rd</sup> Number	0.65	
Collect Call	0.65	
Person to Person	2.00	
Directory Assistance	Per Call	
Fully Automated DACC		
Sent-Paid Public or Semi-Public	0.25	
Collect or Bill to Third Number	1.10	
Call Allowance		
Each additional Directory Assistance call		
Call Completion		
Semi-Automated DACC		
Sent Paid	1.10	
Calling Card	0.65	
Collect or Bill to Third Number	1.10	
Person-to-Person	2.00	
Long Distance Directory Assistance	1.25 (I)	
Long Distance Directory Assistance		
with call completion	0.50	
Busy Line Verification		Per Request
Verification Request		0.00
Emergency Interrupt Request (in addition to Verification Request)		0.00

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## 11.0 - RATES FOR SERVICES, (CONT D.)

### 11.22 <u>e spire LOCAL SERVICE PLUS Pricing, (cont d.)</u>

Moves Adds Changes (MACS)	One Time Non-recurring	
Add Additional Lines or Trunks, per order	50.00	
Add DID Trunk Termination, per order	50.00	
Change to CSR, record purpose, per order	20.00	
Add Additional Custom Calling Features, per order	10.00	
Add Auto Attendant	50.00 (9 or fewer mailbo es)	
	95.00 (10 or more mailbo es)	
Move Service Location, per order	Installation Charges in Section 11.15apply	
PIC Change, per line	5.00	
Reconfiguration Charge, per order without customer premise visit	50.00	
Reconfiguration Charge, per order with customer premise visit.	250.00	

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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### 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.23 <u>e spire Local Service Pricing</u>

## LOCAL SERVICE Rates Flat Rate Service

Month to Month During a Lings	<u>Monthly</u>	Nonrecurring
Business E change Lines 1 <sup>st</sup> line	34.50	50.00
Each additional line	34.50	15.00
PBX DOD Trunk	43.00	50.00
Each additional line	43.00	15.00
PBX DID Trunk	43.00	50.00
Each additional line	43.00	15.00
PBX Combination Trunk	43.00	50.00
Each additional line	43.00	15.00
DID Termination Charges:	Monthly	
DID Trunk Termination	15.00	
DID Number:	Monthly	
1 <sup>st</sup> Block of 20 DID numbers	5.00	
DID each additional block of 20 up to 500 numbers	2.50	
DID 500 each additional block of 100 numbers	50.00	
Hunting Service:	<u>Monthly</u>	Nonrecurring_
Hunting	1.50	0.00

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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#### 11.0 - RATES FOR SERVICES, (CONT D.)

11.23	e spire Local Service Pricing, (cont d.)		
	Optional Custom Calling Features:	Monthly	Nonrecurring
	Custom Calling Features	10.00	<u></u>
	Anonymous Call Rejection	3.00	
	Automatic Call Back	3.00	
	Automatic Recall	3.00	
	Automatic Call Back (per occurrence)	0.75	
	Automatic Recall (per occurrence)	0.75	
	Call Block	3.00	
	Call Forwarding	3.00	
	Call Forwarding Busy	3.00	
	Call Forwarding No Answer	3.00	
	Call Forwarding Variable	3.00	
	Call Hold	3.00	
	Call Pick Up	3.00	
	Call Transfer	3.00	
	Call Waiting	3.00	
	Caller ID w Name Number	7.50	
	Caller ID w Number	5.00	
	Code Restriction	3.00	
	Distinctive Ringing	3.00	
	Remote Activation of Call forward	3.00	
	Remote Call Forwarding	15.00	
	Remote Call Forwarding Additional path	15.00	
	Speed Dial 8	3.00	
	Speed Dialing 30	3.00	
	3 Way Calling	3.00	
	Auto Attendant (per mailbo)	7.95	50.00 (9 or fewer mailbo es)
		1150	95.00 (10 or more mailbo es)
	Fa Overflow	14.95	
	Voice Mail (per mailbo)	6.95	
	Voice Mail Pager Plus	9.95	
	Call Trace	3.00	
	Toll Free Service	Monthly	Nonrecurring
	Toll Free Number	1.00	0.00
	Toll Free Directory Assistance Listing. per number	15.00	0.00
	Fi ed Term Discounts apply to all Company Tariff		
	Intere change Services Tariff and the Company s FC		
	One ear	12	
	Two ear	15	
	Three ear	20	
	Non-recurring charges waived if features ordered upo	on initial instal	lation of e.spire LOCAL SERVICE.
	Per occurrence rate applies when customer opts		-
	(This service is grandfathered to e istin		
	without modifications as		

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### 11.0 - <u>RATES FOR SERVICES</u>, (CONT D.)

#### 11.23 <u>e spire Local Service Pricing</u>, (cont d.)

#### Ancillary Services

<u>Directory Listings, per listing</u>	<u>Monthly</u>
Single List - White page only	0.00
Non-listed	1.50
Non-published	3.00
Additional listing	6.00 (I)
Toll Free Directory Assistance listing	15.00
<u>Vanity Number</u>	Monthly
Vanity number, per number	10.00
Moves Adds Changes (MACS) Add Additional Lines or Trunks, per order Add DID Trunk Termination, per order Change to CSR, record purpose, per order Add Additional Custom Calling Features, per order Add Auto Attendant	<u>One Time Non-recurring</u> 50.00 50.00 20.00 10.00 50.00 (9 or fewer mailbo es) 95.00 (10 or more mailbo es)
Move Service Location, per order Price List apply PIC Change, per line Reconfiguration Charge, per order without customer	5.00 50.00

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Reconfiguration Charge, per order with

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## 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.24 <u>e spire Local ISDN Pricing:</u>

Month to Month	<u>Monthly</u>	Nonrecurring
ISDN PRI Access Facility, 23B D Channels	1,350.00	1,250.00
<u>1</u> ear Term		
ISDN PRI Access Facility, 23B D Channels	1,200.00	1,250.00
2 ear Term		
ISDN PRI Access Facility, 23B D Channels	1,050.00	1,000.00
<u>3 ear Term</u>		
ISDN PRI Access Facility, 23B D Channels	1,000.00	750.00
DID Termination Charges:		<u>Monthly</u>
DID Trunk Termination, per Trunk Group	10.00	
DID Number:	Monthly	
1 <sup>st</sup> Block of 20 DID numbers	5.00	
DID each additional block of 20 up to 500 numbers	2.50	
DID 500 each additional block of 100 numbers	50.00	
Hunting Service:	Monthly	Nonrecurring
Hunting	0.00	0.00
Optional Custom Calling Features:	<u>Monthly</u>	Nonrecurring
Caller ID w Name Number	150.00	0.00
Caller ID w Name Only	75.00	0.00
Call by Call	50.00	0.00
Outbound Calling for Non-ISP s	100.00	0.00

11.24.1 Optional Service Rates:

<u>Long Distance Service</u> - Company Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Company's Missouri End-User Services Price List, the Company's Missouri Intere change Services Tariff and the Interstate Long Distance Service Agreement.

One	ear	19.29
Two	ear	24.24
Three	ear	29.39

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#### 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.24 e spire Local ISDN Pricing (Cont d):

11.24.1 Optional Service Rates (cont d):

Toll Free Service	<u>Monthly</u>	Nonrecurring
Toll Free Number	1.00	0.00
Toll Free Directory Assistance Listing. per number	15.00	0.00

Fi ed Term Discounts apply to all Company Tariff Dial One rates as noted in the Company's Missouri Intere change Services Tariff and the Company's FCC No. 1 Interstate Services Tariff.

One ear	12			
Two ear		15		
Three ear		20		
Ancillary Services				
Directory Listings, per listing		Monthly		
Single List - White page only		0.00		
Non-listed		1.50		
Non-published		3.00		
Additional listing		6.00 (I)		
Toll Free Directory Assistance listing		10.00		
Vanity Number		Monthly		
Vanity number, per number	10.00			
Moves Adds Changes (MACS)	One Time Non-recurring			
Add DID Trunk Termination, per order		50.00		
Change to CSR, record purpose, per order		20.00		
Add Additional Custom Calling Features, per order		10.00		
Move Service Location, per order	Installation	Charges	in	the
	Missouri En	d-User Serv	ices	Price
	List apply			
PIC Change, per line		5.00		
Reconfiguration Charge, per order without customer premise visit.	50.00			
Reconfiguration Charge, per order with customer premise visit.		250.00		
Incoming FX				
monning 17	Monthly	Nonrecu	irring	
e spire LOCAL SERVICE PLUS	100.00	10.00	<u>111115</u>	2

	Monuny	Nonrecurring
e spire LOCAL SERVICE PLUS	100.00	10.00
e spire LOCAL ISDN Non ISP s	100.00	10.00
e spire LOCAL ISDN ISP s	200.00	10.00

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## 11.0 - RATES FOR SERVICES, (CONT D.)

### 11.26 E tended Area Service

	Non-Recur	ring Monthly	Moves ADI	O CHANGE charge
e-spire Local Service	0.00	34.95	10.00	-
e-spire Local Service Plus	0.00	34.95	10.00	
e·spire Local ISDN	0.00	34.95	10.00	

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## 11.0 - RATES FOR SERVICES, (CONT D.)

## 11.27 Complete Access

Service Complete Access (w 512k Internet) Base Line Trunk Rate for DS1 and PRI Access Facility	<u>Monthly</u> 350.00 22.50	<u>Nonrecurring</u>
Additional charges will apply for the following components	s:	
DID Termination Charges DID Trunk Termination, per line trunk DID Trunk Termination, per line trunk is included in Feature Plan at no charge	n the Enhanced	5.00
DID Number 1 <sup>st</sup> Block of 20 DID numbers DID each additional block of 20 up to 500 numbers DID 500 each additional block of 100 numbers		5.00 2.50 50.00
Feature Plans Basic Feature Plan (included in base price) Enhanced Feature Plan, per line trunk Enhanced Feature Pack, per order		0.00 10.00 180.00
Complete Access XLSO Program, off base line trunk price LD MOU Service Fee, additional to base line trunk price		20 off 7.00

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#### 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.27 <u>Complete Access, (Cont</u> d.)

## 11.27.2 Optional Features (cont d)

Service	<u>Monthly</u>	Nonrecurring
DS1 Optional Custom Calling Features:		10.00
1 <sup>st</sup> Basic Feature Plan Custom Calling Features	0.00	
Account Code Non Validated	5.00	
Account Code Validated (future)	1.00	
Anonymous Call Rejection	.50	
Automatic Call Back	1.00	
Automatic Recall	1.00	
Call Hold	15.00	
Call Forwarding Additional Path	5.00	
Caller ID w Name Number	2.50	
Caller ID w Number	1.00	
Distinctive Ringing	5.00	
DNIS (Dialed Number Identification Service)	34.95	
E tended Area Service	50.00	
Incoming FX	50.00	
Incoming FX ISP	5.00	
PBX Outbound Calling ID	1.00	
Remote Activation of Call forward	10.00	
Remote Call Forwarding	15.00	
Remote Call Forwarding Additional path	1.00	
Speed Dial 8	2.00	
Speed Dial 30	9.95	
Enhanced Voice Enhanced Voice Messaging (per mailbo)		50.00
(9 or fewer mailbo es)		95.00
(10 or more mailbo es)	7.95	
Fa Overflow	5.00	
Voice Mail (additional per mailbo)	7.00	
Voice Mail Pager Plus		
Non-recurring charges waived if features ordered upon initial installation of the Company.		

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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#### 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.27 <u>Complete Access, (Cont</u> d.)

## 11.27.2 Optional Features (cont d)

Service	<b>Monthly</b>	Nonrecurring
DS1 Optional Custom Calling Features:		
Enhanced Feature Plan or Pack Custom Calling Features		10.00
Account Code Non Validated	0.00	
Account Code Validated	5.00	
Call Forwarding Additional Path	15.00	
Distinctive Ringing	1.00	
DNIS (Dialed Number Identification Service)	5.00	
E tended Area Service	34.95	
Incoming FX	50.00	
Incoming FX ISP	50.00	
Remote Activation of Call forward	1.00	
Remote Call Forwarding	10.00	
Remote Call Forwarding Additional path	15.00	
Enhanced Voice Messaging (per mailbo )	9.95	
(9 or fewer mailbo es)		50.00
(10 or more mailbo es)		95.00
Fa Overflow	7.95	
Voice Mail (additional per mailbo)	5.00	
Voice Mail Pager Plus	7.00	

Non-recurring charges waived if features ordered upon initial installation of the Company.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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#### 11.0 - RATES FOR SERVICES, (CONT D.)

## 11.27 <u>Complete Access, (Cont</u> d.)

11.27.2 Optional Features (cont d)

	<b>Monthly</b>	Nonrecurring
PRI Optional Custom Calling Features:		
Basic Feature Plan Custom Calling Features		
Call by Call, per PRI	50.00	
Caller ID w Name Number, PRI	50.00	
Caller ID w Number, PRI	25.00	
DID Termination	5.00	
PBX Outbound Calling ID	5.00	
Incoming FX	50.00	
Incoming FX ISP	50.00	
Redirecting Number on PRI	50.00	
E tended Area Service	34.95	
Enhanced Feature Plan or Pack Custom Calling I	Features	
Call by Call, per PRI	50.00	
Incoming FX	50.00	
Incoming FX ISP	50.00	
Redirecting Number on PRI	50.00	
E tended Area Service	34.95	
Internet Optional Services:		
Internet downgrade to 256kbps	( 50.00)	
Internet downgrade to 384 kbps	(25.00)	
Internet upgrade to 640 kbps	25.00	
Internet upgrade to 768 kbps	50.00	
Internet upgrade to 1024 kbps	150.00	
Internet upgrade to 1.5 Mbps	300.00	
News Feed	50.00	
Primary DNS	20.00	

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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## 11.0 - RATES FOR SERVICES, (CONT D.)

## 11.27 <u>Complete Access, (Cont</u> d.)

#### 12.24.3 Ancillary Services

Directory Assistance	<u>Monthly</u>	Nonrecurring
Non-Published	3.00	
Non-Listed	1.50	
Each additional Directory Assistance call	2.00	
Long Distance Directory Assistance	1.25	
Long Distance Directory Assistance with call completion	0.50	
800 Directory Assistance Listing, per 800 number	15.00	
<u>Vanity Number Service</u> Vanity Number, per number	10.00	25.00
<u>Toll Free Service</u> Toll Free Payphone Blocking, per number	200.00	250.00

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

CANCELLED

February 17, 2016

Missouri Public

Service Commission JC-2016-0212 Pamela Sherwood, VP Regulatory Affairs 4625 W. 86th Street, Ste 500 Indianapolis, IN 46268

One-Time

#### GRANDFATHERED LOCAL EXCHANGE SERVICES

### 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.27 <u>Complete Access, (Cont</u> d.)

## 12.24.3 Ancillary Services

Moves Adds Changes (MACS) Non-recurring **Complete Access Installation** 250.00 per order Change to Upgrade Complete Access, without premises visit 50.00 per order Change to Upgrade Complete Access, with premises visit 250.00 per order Change to Upgrade Internet Access speed 50.00 per ckt Change to Downgrade Complete Access, without premises visit 50.00 per order Change to Downgrade Complete Access, with premises visit 250.00 per order Change to add DID Trunk Termination 50.00 per order Change to add Voice feature 10.00 per order Change to CSR 20.00 per order Change to add PRI feature 10.00 per order 10.00 per ckt Change to add Newsfeed Change to add Primary DNS 25.00 per ckt Change to add Optional Calling Plans (LATAwide, EAS, Corridor) 10.00 per ckt PIC change 5.00 per WTN Voice Mail installation 10.00 per mailbo Voice Mail Pager Plus installation 10.00 per mailbo Fa Overflow installation 10.00 per mailbo Enhanced Voice Messaging 9 or less mailbo es 50.00 per order Enhanced Voice Messaging 10 or more mailbo 95.00 per order Modifications to Account Code Services

Change to Add Additional Lines to Account Code Service Change to Update Account Code Length Change to Update Account Code Description Change to Add Delete Account Code(s) in Group Change to Delete Account Code Service 10.00 per order 10.00 per order 5.00 per order 5.00 per order 5.00 per order

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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### 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.28 Complete Lines Trunks

#### 11.28.1 Rates and Charges

Service	<u>Monthly</u>
Complete Lines Trunks	
Complete Lines Trunks B Channel	12.25
Complete Voice D Channel	110.00
*	110.00
Complete Lines Trunks DS0	
Business E change Lines	
PBX DOD Trunks	32.50
PBX Combination Trunks	32.50
Utility Lines	32.50
	26.50
Additional charges will apply for the following components:	
DID Termination Charges: (Only available for DS1 PRI)	
Basic Feature Plan	
DID Trunk Termination, per line trunk	
Enhanced Feature Plan	5.00
DID Trunk Termination, per line trunk	
Enhanced DID Trunk Termination, per line trunk	5.00
	2.00
DID Number: (Only available for DS1 PRI)	
1 <sup>st</sup> Block of 20 DID numbers	5.00
DID each additional block of 20 up to 500 numbers	2.50
DID 500 each additional block of 100 numbers	50.00
Did 500 caen additional block of 100 numbers	50.00

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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#### 11.0 - RATES FOR SERVICES, (CONT D.)

11.28 <u>Complete Lines Trunks, (Cont d.)</u>		
11.28.1 Rates and Charges	N 41	
Service	<u>Monthly</u>	Nonrecurring
Feature Plans:	0.00	
Basic Feature Plan (included in base price)	0.00	
Enhanced Feature Plan, per line trunk	10.00	
LD Option Charge:	0.00	
LD 100 MOU Service Fee	8.00	
LD 300 MOU Service Fee	21.50	
6.29.2 Optional Features		
DS1 Optional Custom Calling Features:		
Basic Feature Plan Custom Calling Features		10.00
Account Code Non Validated	0.00	
Account Code Validated	5.00	
Anonymous Call Rejection	1.00	
Automatic Call Back	.50	
Automatic Recall	1.00	
Call Hold	1.00	
Call Forward Busy	1.00	
Call Forward No Answer	1.00	
Call Forward Variable	1.00	
Call Forwarding Additional Path	15.00	
Call Transfer	2.00	
Call Waiting	2.00	
Caller ID w Name Number	5.00	
Caller ID w Number	2.50	
Distinctive Ringing	1.00	
DNIS (Dialed Number Identification Service)	5.00	
E tended Area Service	34.95	
Incoming FX	50.00	
PBX Outbound Calling ID	5.00	
Remote Activation of Call forward	1.00	
Remote Call Forwarding	10.00	
Remote Call Forwarding Additional path	15.00	
Speed Dial 8	1.00	
Speed Dial 30	2.00	
Three Way Calling	2.00	
Enhanced Voice Enhanced Voice Messaging (per mailbo )	9.95	
(9 or fewer mailbo es)		50.00
(10 or more mailbo es)		95.00
Fa Overflow	7.95	
Voice Mail (additional per mailbo)	5.00	
Voice Mail Pager Plus	7.00	
Non-recurring charges waived if features ordered upon initial installation of the		
Company.		

Not available on DSO

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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#### 11.0 - RATES FOR SERVICES, (CONT D.)

### 11.28 <u>Complete Lines Trunks, (Cont d.)</u>

11.28.2 Optional Features

Service	<u>Monthly</u>	Nonrecurring
DS1 Optional Custom Calling Features:		
Enhanced Feature Plan or Pack Custom Calling Features		10.00
Account Code Non Validated	0.00	
Account Code Validated	5.00	
Call Forwarding Additional Path	15.00	
Distinctive Ringing	1.00	
E tended Area Service, per Trunk	34.95	
Incoming FX	50.00	
Remote Call Forwarding	10.00	
Remote Call Forwarding Additional path	15.00	
Enhanced Voice Messaging (per mailbo)	9.95	
(9 or fewer mailbo es)		50.00
(10 or more mailbo es)		95.00
Fa Overflow	7.95	10.00 per Mailbo
Voice Mail (additional per mailbo)	5.00	10.00 per Mailbo
Voice Mail Pager Plus	7.00	10.00 per Mailbo
Non-recurring charges waived if features ordered upon		
initial installation of the Company		
Not available on DSO		
PRI Optional Custom Calling Features:		
Basic Feature Plan Custom Calling Features		
Call by Call, per PRI	50.00	
Caller ID w Name Number, PRI	50.00	
Caller ID w Number	0.00	
Incoming FX	50.00	
Redirecting Number on PRI	50.00	
E tended Area Service, per Trunk	34.95	
Enhanced Feature Plan Custom Calling Features		
Incoming FX	50.00	
Redirecting Number on PRI	50.00	
E tended Area Service, per Trunk	34.95	

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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#### 11.0 - RATES FOR SERVICES, (CONT D.)

11.28	Complete Lines Trunks, (Cont d.)		
	11.28.3 Ancillary Services		
	Directory Assistance	<u>Monthly</u>	Nonrecurring
	Non-Published	3.00	
	Non-Listed	1.50	
	Each additional Directory Assistance call	23.00	
	Long Distance Directory Assistance	1.25	
	Long Distance Directory Assistance with call completion	0.50	
	800 Directory Assistance Listing, per 800 number	15.00	
	Vanity Number Service		
	Vanity Number, per number	10.00	25.00
	Toll Free Service		
	Toll Free	2.00	
	Toll Free Payphone Blocking, per number	200.00	250.00
	Toll Free Blocking NPA NXX, per number	20.00	
	Moves Adds Changes (MACS)		One-Time
	Complete Lines Trunks Installation		
	1 <sup>st</sup> line, trunk, B channel, Utility Line, D Channel		50.00
	each additional line, trunk, B channel, Utility Line		15.00
	Change to Complete Lines Trunks, without premises visit		50.00 per order
	Change to Complete Lines Trunks, with premises visit		250.00 per order
	Change to add DID Trunk Termination		50.00 per order
	Change to add Voice feature		10.00 per order
	Change to CSR		20.00 per order
	Change to add PRI feature		10.00 per order
	Change to add Newsfeed		10.00 per order
	Change to add Primary DNS		25.00 per order
	Change to add Optional Calling Plans		10.00 pre order
	(LATAwide, EAS, Corridor		
	PIC change		5.00 per WTN
	Change to add Toll Free Blocking NPA NXX, per number		10.00 per order
	Modifications to Account Code Services		
	Change to Add Additional Lines to Account Code Service		10.00 per order
	Change to Update Account Code Length		10.00 per order
	Change to Update Account Code Description		5.00 per order
	Change to Add Delete Account Code(s) in Group		5.00 per order
	Change to Delete Account Code Service		5.00 per order

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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## 11.0 - RATES FOR SERVICES, (CONT D.)

## 11.29 Complete T

Complete T (Flat Rated) Complete T DS1 Complete T PRI	<u>Monthly</u> 625.00 825.00
Additional charges will apply for the following components:	
DID Termination Charges:	<u>Monthly</u>
Basic Feature Plan DID Trunk Termination, per line trunk Enhanced Feature Plan	5.00
DID Trunk Termination, per line trunk	5.00
Enhanced DID Trunk Termination, per line trunk	2.00
DID Number:	
1 <sup>st</sup> Block of 20 DID numbers	5.00
DID each additional block of 20 up to 500 numbers	2.50
DID 500 each additional block of 100 numbers	50.00
Feature Plans	
Basic Feature Plan (included in base price)	0.00
Enhanced Feature Plan, per T1 PRI	75.00
Option Plans	75.00
Complete T Basic Pack, per T1 PRI Complete T Bonus Pack, per T1 PRI	300.00
comprete i Donido i don, por i i i i i d	200.00

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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#### 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.29 Complete T, (Cont d.)

## 11.29.1 Optional Features

<u>Service</u>	<u>Monthly</u>	Nonrecurring
DS1 Optional Custom Calling Features:		
Basic Feature Plan Custom Calling Features		10.00
Account Code Non Validated	0.00	
Account Code Validated	5.00	
Anonymous Call Rejection	1.00	
Automatic Call Back	.50	
Automatic Recall	1.00	
Call Hold	1.00	
Call Forward Busy	1.00	
Call Forward No Answer	1.00	
Call Forward Variable	1.00	
Call Forwarding Additional Path	15.00	
Call Transfer	2.00	
Call Waiting	2.00	
Caller ID w Name Number	5.00	
Caller ID w Number	2.50	
Distinctive Ringing	1.00	
DNIS (Dialed Number Identification Service)	5.00	
E tended Area Service	34.95	
Incoming FX	50.00	
PBX Outbound Calling ID	5.00	
Remote Activation of Call Forwarding	1.00	
Remote Call Forwarding	10.00	
Remote Call Forwarding Additional path	15.00	
Speed Dial 8	1.00	
Speed Dial 30	2.00	
Three Way Calling	2.00	

Non-recurring charges waived if features ordered upon initial installation of the Company.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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#### 11.0 - RATES FOR SERVICES, (CONT D.)

## 11.29 <u>Complete T , (Cont d.)</u>

11.29.1 Optional Features, (cont d.)

	<u>Monthly</u>	Nonrecurring
DS1 Optional Custom Calling Features:		
Enhanced Feature Plan or Pack Custom Calling		10.00
Features		
Account Code Non Validated	0.00	
Account Code Validated	5.00	
Call Forwarding Additional Path	15.00	
Incoming FX	50.00	
Remote Call Forwarding	10.00	
Remote Call Forwarding Additional path	15.00	
Non-recurring charges waived if features ordered upon initial installation of the Company. <u>PRI Optional Custom Calling Features</u> : Basic Feature Plan Custom Calling Features Call by Call, per PRI Caller ID w Name Number, PRI Incoming FX E tended Area Service	50.00 50.00 50.00 34.95	
	34.95 50.00	
Redirecting Number on PRI <u>Enhanced Feature Plan or Pack Custom Calling</u> Features Call by Call, Per PRI Incoming FX E tended Area Service Redirecting Number on PRI	50.00 50.00 34.95 50.00	
Redirecting Number on PRI		

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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### 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.29 Complete T, (Cont d.)

## 11.29.2 Ancillary Services

Directory Assistance	Monthly	Nonrecurring
Non-Published	30.00	
Non-Listed	1.50	
Each additional Directory Assistance call	2.00	
Long Distance Directory Assistance	1.25	
Long Distance Directory Assistance with call completion	0.50	
800 Directory Assistance Listing, per 800 number	15.00	
Vanity Number Service		
Vanity Number, per number	10.00	25.00
Toll Free Service		
Toll Free Payphone Blocking, per number	200.00	250.00
		One Time
Moves Adds Changes (MACS)		Nonrecurring
Complete T Installation - 1 year term		1250.00
Complete T Installation - 2 year term		1000.00
Complete T Installation - 3 year term		750.00
Change to Complete T, without premises visit, per order		50.00
Change to Complete T, with premises visit, per order		250.00
Change to add DID Trunk Termination, per order		50.00
Change to add Voice feature, per order		10.00
Change to CSR		20.00
Change to add PRI feature		10.00
Change to add Newsfeed		10.00
Change to add Primary DNS, per ckt		25.00
Change to add Optional Calling Plans (LATAwide, EAS, Corridor)		10.00
(per WTN		
PIC Change		5.00
Modifications to Account Code Services		
Change to Add Additional Lines to Account Code Service, per		10.00
order		
Change to Update Account Code Length, per order		10.00
Change to Update Account Code Description, per order		5.00
Change to Add Delete Account Code(s) in Group, per order		5.00
Change to Delete Account Code Service, per order		5.00

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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## 11.0 - RATES FOR SERVICES, (CONT D.)

## 11.30 Complete Dynamic

Complete Dynamic Channels, (12-72 lines), per line Base Line Trunk Rate for DS1 and PRI Access Facility Business E change Line PBX DID Trunk PBX DOD Trunk PBX Combination Trunk PBX Combination Trunk w DID D Channel	<u>Monthly</u> 45.00 0.00
Additional charges will apply for the following components: <u>DID Termination Charges:</u> DID Trunk Termination, per line trunk DID Trunk Termination, per line trunk is included in the Enhanced Feature Plan at no charge.	5.00
<u>DID Number</u> : 1 <sup>st</sup> Block of 20 DID numbers DID each additional block of 20 up to 500 numbers DID 500 each additional block of 100 numbers	5.00 2.50 5.00
<u>Feature Plans</u> : Basic Feature Plan (included in base price) Enhanced Feature Plan, per line trunk	0.00 10.00
LD MOU Service Fee, additional to base line trunk price	7.00

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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### 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.30 <u>Complete Dynamic, (Cont d.)</u>

11.30.1 Optional Features

	<u>Monthly</u>	Nonrecurring
DS1 Optional Custom Calling Features:		
Basic Feature Plan Custom Calling Features		10.00
Account Code Non Validated	0.00	10.00
Account Code Validated	5.00	
Anonymous Call Rejection	1.00	
Automatic Call Back	0.50	
Automatic Recall	1.00	
Call Hold	1.00	
Call Forwarding Additional Path	15.00	
Caller ID w Name Number	5.00	
Caller ID w Number	2.50	
Distinctive Ringing	1.00	
DNIS (Dialed Number Identification Service)	5.00	
E tended Area Service	34.95	
Incoming FX	50.00	
Incoming FX ISP	50.00	
PBX Outbound Calling ID	5.00	
Remote Activation of Call forward	1.00	
Remote Call Forwarding	10.00	
Remote Call Forwarding Additional path	15.00	
Speed Dial 8	1.00	
Speed Dial 30	2.00	
Enhanced Voice Enhanced Voice Messaging (per mailbo)	9.95	
(9 or fewer mailbo es)		50.00
(10 or more mailbo es)		95.00
Fa Overflow	7.95	
Voice Mail (additional per mailbo)	5.00	
Voice Mail Pager Plus	7.00	
Non-recurring charges waived if features ordered upon		
initial installation of Complete Dynamic.		

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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#### 11.0 - RATES FOR SERVICES, (CONT D.)

### 11.30 <u>Complete Dynamic, (Cont d.)</u>

#### 11.30.1 Optional Features, (cont d.)

	<u>Monthly</u>	Nonrecurring
DS1 Optional Custom Calling Features:		
Enhanced Feature Plan Custom Calling Features		10.00
Account Code Non Validated	0.00	
Account Code Validated (future)	5.00	
Call Forwarding Additional Path	15.00	
Distinctive Ringing	1.00	
DNIS (Dialed Number Identification Service)	5.00	
E tended Area Service	34.95	
Incoming FX	50.00	
Incoming FX ISP	50.00	
Remote Activation of Call forward	1.00	
Remote Call Forwarding	10.00	
Remote Call Forwarding Additional path	15.00	
Enhanced Voice Messaging (per mailbo )	9.95	
(9 or fewer mailbo es)		50.00
(10 or more mailbo es)		95.00
Fa Overflow	7.95	
Voice Mail (additional per mailbo)	5.00	
Voice Mail Pager Plus	7.00	

Non-recurring charges waived if features ordered upon initial installation of Complete Dynamic.

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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#### 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.30 <u>Complete Dynamic, (Cont d.)</u>

11.30.1 Optional Features, (cont d.)

	Monthly	Nonrecurring
PRI Optional Custom Calling Features:		
Basic Feature Plan Custom Calling Features		
Call by Call, per PRI	50.00	
Caller ID w Name Number, PRI	50.00	
Caller ID w Number, PRI	25.00	
DID Termination	5.00	
PBX Outbound Calling ID	5.00	
Incoming FX	50.00	
Incoming FX ISP	50.00	
Redirecting Number on PRI	50.00	
	20.00	
Enhanced Feature Plan Custom Calling Features		
Call by Call, per PRI	50.00	
Incoming FX	50.00	
Incoming FX ISP	50.00	
Redirecting Number on PRI	50.00	
DS1 PRI Internet Features		
Client to Server News Groups (1 <sup>st</sup> 25 users are included)	0.00	0.00
Additional Client to Server News Groups,	5 per user	5 per order
Server to Server News Groups (per connection)	50.00	50 per order
Primary DNS (1 <sup>st</sup> one is included in base price)	0.00	Jo per order
Additional Primary DNS	20.00	25 per order
Secondary DNS (1 <sup>st</sup> 20 are included in base price)	0.00	25 per bruer
Additional Secondary DNS	10.00 ea.	10 per order
Reverse Resolution	10.00 ea. 10.00	10 per order 10.00
	10.00	10.00

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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## 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.30 <u>Complete Dynamic, (Cont d.)</u>

## 11.30.2 Ancillary Services

	<b>Monthly</b>	Nonrecurring
Directory Assistance		
Non Dublished	2.00	
Non-Published	3.00	
Non-Listed	1.50	
Each additional Directory Listing call	2.00	
Long Distance Directory Assistance	1.25	
Long Distance Directory Assistance call	0.50	
completion		
800 Directory Assistance Listing, per 800 number	15.00	
Vanity Number Service		
Vanity Number, per number	10.00	25.00
Toll Free Service		
Toll Free Number	2.00	250.00
Toll Free Payphone Blocking, per number	200.00	20.00
Toll Free Blocking- NPA NXX, per number	10.00	20.00

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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#### 11.0 - RATES FOR SERVICES, (CONT D.)

### 11.30 Complete Dynamic, (Cont d.)

11.30.2 Ancillary Services, (cont d.)

Moves Adds Changes (MACS)	Nonrecurring
Complete Dynamic Installation, per order	250.00
Change to Upgrade Complete Dynamic, without premises visit, per order	50.00
Change to Upgrade Complete Dynamic, with premises visit, per order	250.00
Change to Upgrade Internet Access speed, per ckt	50.00
Change to Downgrade Complete Dynamic, without premises visit, per	50.00
order	
Change to Downgrade Complete Dynamic, with premises visit, per order	250.00
Change to add DID Trunk Termination, per order	50.00
Change to add Voice feature, per order	10.00
Change to CSR, per order	20.00
Change to add PRI feature, per order	10.00
Change to add Newsfeed, per order	10.00
Change to add Primary DNS, per order	25.00
Change to add Optional Calling Plans (LATAwide, EAS, Corridor), per	10.00
order	
PIC change, per WTN	5.00
Voice Mail installation, per mailbo	10.00
Voice Mail Pager Plus installation, per mailbo	10.00
Fa Overflow installation, per mailbo	10.00
Enhanced Voice Messaging 9 or less mailbo es, per mailbo	50.00
Enhanced Voice Messaging 10 or more mailbo es, per mailbo	95.00
Change to add Toll Free Blocking - NPA NXX, per number, per order	10.00
Modifications to Account Code Services	
Change to Add Additional Lines to Account Code Service, per order	10.00
Change to Update Account Code Length, per order	10.00
Change to Update Account Code Description, per order	5.00
Change to Add Delete Account Code(s) in Group, per order	5.00
Change to Delete Account Code Service, per order	5.00

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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## 11.0 - RATES FOR SERVICES, (CONT D.)

## 11.31 <u>Channel 12</u>

## 11.31.1 Rates and Charges

Cannel 12 Base Component Each Additional Channel	<u>Monthly</u> 481.18 15.00
Additional charges will apply for the following components:	
<u>DID Termination Charges:</u> DID Trunk Termination, per line trunk DID Trunk Termination, per line trunk is included in the Enhanced Feature Plan at no charge.	5.00
DID Number: 1 <sup>st</sup> Block of 20 DID numbers DID each additional block of 20 up to 500 numbers DID 500 each additional block of 100 numbers	5.00 2.50 50.00
<u>Feature Plans</u> : Basic Feature Plan (included in base price)	0.00

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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#### 11.0 - RATES FOR SERVICES, (CONT D.)

## 11.31 <u>Channel 12</u>

## 11.31.2 Optional Features

Service	<u>Monthly</u>	Nonrecurring
DS1 Optional Custom Calling Features:		
Basic Feature Plan Custom Calling Features		10.00
Account Code Non Validated	0.00	
Account Code Validated	5.00	
Anonymous Call Rejection	0.00	
Automatic Call Back	0.00	
Automatic Recall	0.00	
Call Block	0.00	
Call Hold	0.00	
Call Forwarding Additional Path	15.00	
Caller ID w Name Number	5.00	
Caller ID w Number	0.00	
Distinctive Ringing	0.00	
DNIS (Dialed Number Identification Service)	5.00	
Incoming FX	50.00	
Incoming FX ISP	50.00	
PBX Outbound Calling ID	5.00	
Remote Activation of Call forward	1.00	
Remote Call Forwarding	10.00	
Remote Call Forwarding Additional path	15.00	
Speed Dial 8	0.000	
Speed Dial 30	0.00	
Toll Restrictions	0.00	
Enhanced Voice Messaging (per mailbo )	9.95	
9 or fewer mailbo es)		50.00
10 or more mailbo es)		95.00
(1 free, additional per mailbo)	7.95	
Voice Mail (1 free, additional per mailbo )	5.00	
Voice Mail Pager Plus	7.00	
Non-recurring charges waived if features ordered upon		
initial installation of the Company.		

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### 11.0 - RATES FOR SERVICES, (CONT D.)

#### 11.31 Channel 12, (Cont d.)

## 11.31.2 Optional Features, (cont d.)

	<u>Monthly</u>	Nonrecurring
Internet Optional Services:		
News Feed	50.00	
Primary DNS	20.00	
11.31.3 Ancillary Services		
Directory Assistance		
Non-Published	3.00	
Non-Listed	1.50	
Each additional Directory Assistance call	2.00	
Long Distance Directory Assistance	0.85	
Long Distance Directory Assistance with call completion	0.50	
800 Directory Assistance Listing, per 800 number	15.00	
Vanity Number Service		
Vanity Number, per number	10.00	25.00
Toll Free Service		
Toll Free Payphone Blocking, per number	200.00	250.00

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#### 11.0 - RATES FOR SERVICES, (CONT D.)

# 11.31 <u>Channel 12, (Cont d.)</u> 11.31.3 <u>Ancillary Services (cont d)</u>

Moves Adds Changes (MACS)	<u>One Time</u> Nonrecurring
Channel 12 Installation	
Change to Upgrade Channel 12, without premises visit, per order	250.00
Change to Upgrade Channel 12, with premises visit, per order	50.00
Change to Upgrade Internet Access speed, per order	250.00
Change to Downgrade Channel 12, without premises visit, per ckt	50.00
Change to Downgrade Channel 12, with premises visit, per order	50.00
Change to add DID Trunk Termination, per order	250.00
Change to add Voice feature, per order	50.00
Change to CSR, per order	10.00
Change to add PRI feature, per order	20.00
Change to add Newsfeed, per order	10.00
Change to add Primary DNS, per ckt	10.00
Change to add Optional Calling Plans (LATAwide, EAS, Corridor)per ckt	25.00
PIC change, per WTN	10.00
Voice Mail installation, per mailbo	5.00
Voice Mail Pager Plus installation, per mailbo	10.00
Fa Overflow installation, per mailbo	10.00
Enhanced Voice Messaging- 9 or less mailbo es, per order	10.00
Enhanced Voice Messaging- 10 or less mailbo es, per order	95.00
Modifications to Account Code Services	
Change to Add Additional Lines to Account Code Service	10.00
Change to Update Account Code Length	10.00
Change to Update Account Code Description	5.00
Change to Add Delete Account Code(s) in Group	5.00
Change to Delete Account Code Service	5.00

#### 11.32 Access Recovery Charge

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Customer Account MRC Total	Monthly Recurring ARC Percentage
1000 Accounts	1.1
500 to 999.99	3.1
300 to 499.99	5.1
Under 300 MRC	7.1

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CANCELLED February 17, 2016 Missouri Public Service Commissio		Pamela Sherwood, VP Regulatory Affair 4625 W. 86th Street, Ste 500 Indianapolis, IN 46268	s FILED Missouri Public Service Commision CN-2008-0363

## 11.0 - RATES FOR SERVICES, (CONT D.)

## 11.33 <u>Time and Material Charges:</u>

- (1) Time and Materials Charge Elements
  - (a) Initial Time and Material Charge (ITM):

The first 30 minute increment or fraction thereof of billable premises work performed on the Customer s premises.

Initial Time and Material Charge 75.00

(2) Additional Time and Material Charge (ATM):

Each 30 minute increment or fraction thereof beyond the first 30 minute increment of billable premises work performed on the Customer s premises.

Additional Time and Material Charge:

50.00 per 30 minute increment

(This service is grandfathered to e isting customers at e isting locations without modifications as of uly 12, 2007.)

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12.2

## GRANDFATHERED LOCAL EXCHANGE SERVICES

### 12.0 - RATES FOR RESOLD SERVICES

#### 12.1 <u>Basic E change Line Service</u>

	Nonrecurring	<u>Monthly</u>
Basic Local E change Service	-	
Multi - Per Trunk: one 1	52.25	43.60
one 2	52.25	45.50
one 3	52.25	48.00
Flat Line: one 1	52.25	33.55
one 2	52.25	35.00
one 3	52.25	36.95
PBX (Basic E change) Trunk Service		
Analog PBX	Nonrecurring	<u>Monthly</u>
Basic Local		
E change Trunk Service Per Trunk		
Subscriber s Location:		
one 1	52.25	43.60
one 2	52.25	45.50
one 3	52.25	48.00
DID		
DID Trunk Termination	15.75	47.10
1 <sup>st</sup> Block of 100 Numbers	165.00	23.00
Each Add l Block of 10 Numbers	165.00	5.00
1 <sup>st</sup> Block of 10 Numbers	165.00	5.00
Each Add 1 Block of 10 Numbers	10.00	5.00
1 <sup>st</sup> Block of 100-200 Numbers or less	165.00	23.00

<sup>-</sup> Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e spire s LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e spire s Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services.

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12.4

## GRANDFATHERED LOCAL EXCHANGE SERVICES

#### 12.0 - RATES FOR RESOLD SERVICES, (CONT D.)

#### 12.3 <u>Digital PBX (Basic E change) Trunk Service</u>

Digital PBX Trunk Pricing Digital PBX Access Facility (per DS1)	<u>Nonrecurring</u> 700.00	Monthly 265.00
Digital PBX Trunk Charge (per trunk)		
Subscriber s Location: one 1	52.25	27.25
one 2	52.25	29.15
one 3	52.25	31.65
Line termination (per trunk)	75.00	5.30
DID Trunk Service		
DID Trunks	Nonrecurring	Monthly
Each block of 100 numbers	165.00	23.00
1 <sup>st</sup> Block 10 numbers	165.00	5.00
Each block of 10 numbers	10.00	5.00
DID Channel Termination (per activated channel)	75.00	5.30
DID Trunk Termination	15.75	47.10

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#### 12.0 - RATES FOR RESOLD SERVICES, (CONT D.)

Hunt Grouping Service	
Pricing	
Non-Recurring	5.50
Recurring (monthly)	N C
	Pricing Non-Recurring

#### CLASS (Custom Local Area Signaling Service) Features 12.6

	Nonrecurring	<u>Monthly</u>
Automatic Call Back	13.00	2.25
Automatic Recall	13.00	2.25
Call Block	14.50	4.00
Priority Call Distinctive Ringing	14.50	6.00
Call Transfer	14.50	8.00
Caller ID Name Delivery	14.50	9.50
Caller ID Number Delivery	14.50	8.50
Caller ID Name Number	14.50	9.50
Directory Number Privacy	N C	N C
Selective Call Forward	14.50	6.00
		Per Successful Activation
Call Tracing	13.00	7.00
-		

14.50

6.00

6.00

6.00

6.00

2.25

4.35

8.00

4.00

4.00

4.00

12.7 Business Custom Services (BCS) Non-Recurring All BCS Features Monthly Recurring Call Forwarding Variable Call Forwarding Busy Line Call Forwarding Don t Answer Call Forward Busy Line Don t Answer Remote Activation of CFV Remote Call Forwarding Call Waiting Terminating Three Way Conference Calling Speed Calling 30

Speed Calling 8 <sup>-</sup> Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e spire s LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e spire s Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services.

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#### 12.0 - RATES FOR RESOLD SERVICES, (CONT D.)

12.8 ISDN PRI (Integrated S	Services Digital Network - Primary I	Rate Interface)	
Element		Install	Monthly
PRI B Channels (per o	channel) Subscriber s Location:		
one 1		N C	51.65
one 2		N C	51.65
one 3		N C	51.65
PRI Service (per DS1		3540.00	625.00
Dynamic channel Alle	ocation (per DS1)	N C	337.50
Caller ID (per DS1)		90.00	90.00
Direct Inward Dial			
DID Trunk Termina	tion	15.75	47.10
DID Numbers			
	f 100 Numbers	165.00	23.00
	lock of 100 Numbers	N C	N C
First Block of		165.00	5.00
	lock of 10 Numbers	10.00	5.00
12.9 <u>Directory Listings</u>			
		<u>Nonrecurring</u>	<u>Monthly</u>
Each Additional Listing		8.50	6.00
Non List Non Publish		5.25	1.20
Non-Published Number		5.25	1.20
12.10 Main Number Retentio	<u>n</u>		
Rates		Nonrecurring	Monthly
per retained number		N C	N C
per retained vanity num	ber	N C	N C
12.11 <u>Authorization Codes</u>			
		Nonrecurring	<u>Monthly</u>
Toll Restriction		7.25	20.00
12.12 <u>Vanity Numbers</u>			
Rates		<u>Nonrecurring</u>	<u>Monthly</u>
Per Vanity Number		N C	N C

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# 12.0 - RATES FOR RESOLD SERVICES, (CONT D.)

#### 12.13 Operator Services

Note that usage charges and surcharges, busy line verification and interrupt, or directory assistance surcharges apply in addition to operator charges.

	<u>Operator Services</u> Station-to-Station Calling Card 3 <sup>rd</sup> Number Billing Collect Calls	Per Call Surcharge 0.90 0.65 0.65 0.65
	Person-to-Person	2.00
12.14 <u>I</u>	Busy Line Verify and Busy Line Interrupt Service	
	Busy Line Verify Service (each request)	1.20
	Busy Line Verify and Busy Line Interrupt Service (each request)	1.85
12.15	Service Implementation Changes for Changing E isting Services	
	Nonrecurring, per service order	22.00
	The Company concurs in Southwestern Bell Telephone Company s ta charges for changing intere change carriers made at a Customer s requ	<u> </u>
12.16	Restoration of Services	

Nonrecurring, per occasion	N C
Charge per telephone number restored	15.75

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## 12.0 - <u>RATES FOR RESOLD SERVICES, (CONT D.)</u>

#### 12.17 Inbound Direct Local E change Service

Inbound Direct		Recurring	<b>Nonrecurring</b>
(Inbound only line	hunting)	per line, per month	
ansas City, MO		23.50	49.75

#### 12.17.1 On-Network Pricing Discount

For customers with facilities residing on the Company network (as opposed to customers who use facilities purchased or leased from another carrier), discounts of 5 to 25 may be available on an individual case basis.

### 12.17.2 Term Contract and Penalty

If the customer and the Company agree to a term (multi-month) contract, the customer is bound to fulfill all terms and conditions of the contract. If the customer wishes to cancel service with the Company prior to the e piration of the contract, the customer will be billed and obligated to pay the full value of the remainder of the contract the value of which will be based on remaining months 0-multiplied by the average of all prior monthly bills.

### 12.18 Directory Assistance

Fully Automated DACC	Per Call Surcharge
Sent-Paid Public or Semi-public	0.25
Collect or Bill to Third Number	1.10
Semi Automated DACC	
Sent Paid	1.10
Calling Card	0.65
Collect or Bill to Third Party	1.10
Person-to-Person	2.00

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### 12.0 - RATES FOR RESOLD SERVICES, (CONT D.)

## 12.19 IntraLATA Calling Service

Rate Mileage 1-430	Initial Minute 0.0990	Each Additional Minute 0.0990		
Rate Time Periods				
DA	Mon Fri.	8:00am to 5:00pm		
EVENINGS	Mon Fri.	5:00pm to 11:00pm		
NIGHTS	Mon Fri.	11:00pm to 8:00am		
WEE ENDS	Sat. through Sun	All day		
<u>Discount Rate Periods</u> Monday through Friday, 5:00 p.m. to 11:00 p.m. Monday through Friday, 11:00 p.m. to 8:00 a.m. Saturday Sunday, 8:00 a.m. to 5:00 p.m.		Discount (percentage off) 20 35 35 35 35		

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