
LOCAL EXCHANGE SERVICES

*This tariff, MO PSC No. 7, contains current local services and rates.
The Company's MO PSC No. 4, contains grandfathered local services as of July 12, 2007.*

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

Xspedius Management Co. Switched Services, LLC
d/b/a Xspedius Communications
4625 West 86th Street, Suite 500
Indianapolis, IN 46268

The Missouri Public Service Commission in its order in Case No. CA-2002-1153 has classified Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications and its basic local exchange telecommunications services offered as competitive.

Issued: June 11, 2007

Effective: July 12, 2007

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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 Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications, 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

Issued: June 11, 2007

Effective: July 12, 2007

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Issued: June 11, 2007

Effective: July 12, 2007

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August 11, 2007
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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.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services by Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications, 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 a either are sold or facilities-based basis.

GENERAL CONCURRENCE

Excluding rates to be charged, and unless otherwise specifically stated herein, Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications 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.

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LOCAL EXCHANGE SERVICES

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.

DID Trunk: 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.

Automatic Number Identification (ANI): 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.

Bit: The smallest unit of information in the binary system of notation.

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

Call Forwarding: Allows calls to be routed to a user-defined line inside or outside the Customer's telephone system.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user-defined line inside or outside the Customer's telephone system.

Call Forwarding System: 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.

Call Forwarding Remote: 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.

LOCAL EXCHANGE SERVICES

1.0 – DEFINITIONS, (CONT'D.)

Call Forwarding Busy: 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.

Call Forwarding Don't Answer: 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.

Call Forwarding Variable Limited: 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.

Call Forwarding Variable Unlimited: 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.

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

Call Park: 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.

Call Pickup: 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.

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LOCAL EXCHANGE SERVICES

1.0 – DEFINITIONS, (CONT'D.)

Call Transfer: 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.

Call Waiting: 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.

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

Company: Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications, the issuer of this tariff.

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

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

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

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

Do Not Disturb: 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.

Issued: June 11, 2007

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1.0 – DEFINITIONS, (CONT'D.)

Fiber Optic Cable: 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.

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

Joint User: 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.

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

LATA: 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.

Local Calling Scope: 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.

Mbps: Megabits, denotes millions of bits per second.

Issued: June 11, 2007

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1.0 – DEFINITIONS, (CONT'D.)

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

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

Service Commencement Date: 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.

Service Order: 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.

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

Speed Calling: 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.

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

LOCAL EXCHANGE SERVICES

1.0 – DEFINITIONS, (CONT'D.)

Station: 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.

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

Two Way: 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.

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

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

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TM-2007-0472
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LOCAL EXCHANGE SERVICES

2.0 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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.

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LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (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.

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LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours 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.

Issued: June 11, 2007

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LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (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.

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LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (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.

Issued: June 11, 2007

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2.0 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (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 indemnifies 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.
- 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.

Issued: June 11, 2007

Effective: July 12, 2007

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2.0 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 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 5.8, and the further limitations provided in this Section.

Issued: June 11, 2007

Effective: July 12, 2007

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2.0 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur 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.

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2.0 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- 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.

Issued: June 11, 2007

Effective: July 12, 2007

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2.0 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (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.
- F. 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.

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2.0 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

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.

Issued: June 11, 2007

Effective: July 12, 2007

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2.0 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

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.

LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1 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.
- 2.2.2 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.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 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 Nonrecurring installation charges as stated in this tariff will apply.
- 2.2.5 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.

Issued: June 11, 2007

Effective: July 12, 2007

CANCELLED
August 11, 2007
TM-2007-0472
Missouri Public
Service Commission

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LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

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;

Issued: June 11, 2007

Effective: July 12, 2007

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2.0 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (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-of-way 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;

LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer (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.

Issued: June 11, 2007

Effective: July 12, 2007

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2.0 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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.

Issued: June 11, 2007

Effective: July 12, 2007

CANCELLED
August 11, 2007
TM-2007-0472
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LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

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 Station Equipment

- 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.

LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels (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 "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- 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.

Issued: June 11, 2007

Effective: July 12, 2007

CANCELLED
August 11, 2007
TM-2007-0472
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LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all 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. Taxes/Lawful Surcharges

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.

Issued: June 11, 2007

Effective: July 12, 2007

CANCELLED
August 11, 2007
TM-2007-0472
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2.0 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

- A. Nonrecurring 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.
- 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.

Issued: June 11, 2007

Effective: July 12, 2007

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2.0 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the Nonrecurring 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 Nonrecurring 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.

Issued: June 11, 2007

Effective: July 12, 2007

CANCELLED
August 11, 2007
TM-2007-0472
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2.0 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (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%).

LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company by a business Customer, the Company may, by giving ten (10) ten 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.
- 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.

Issued: June 11, 2007

Effective: July 12, 2007

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2.0 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (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.

LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (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.

Issued: June 11, 2007

Effective: July 12, 2007

CANCELLED
August 11, 2007
TM-2007-0472
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2.0 – REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service

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 Credit for Interruptions

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when a 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.

Issued: June 11, 2007

Effective: July 12, 2007

CANCELLED
August 11, 2007
TM-2007-0472
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2.0 – REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

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

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
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.

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

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

Issued: June 11, 2007

Effective: July 12, 2007

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2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

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

Issued: June 11, 2007

Effective: July 12, 2007

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August 11, 2007
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2.0 – REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation For Service Interruption

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

Issued: June 11, 2007

Effective: July 12, 2007

CANCELLED
August 11, 2007
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2.0 – REGULATIONS, (CONT'D.)

2.7 Use of Customer's Service by Others

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.

Issued: June 11, 2007

Effective: July 12, 2007

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August 11, 2007
TM-2007-0472
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2.0 – REGULATIONS, (CONT'D.)

2.8 Cancellation of Service

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 Nonrecurring 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 Wall Street Journal 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.

Issued: June 11, 2007

Effective: July 12, 2007

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LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.10 Notices and Communications

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

Issued: June 11, 2007

Effective: July 12, 2007

CANCELLED
August 11, 2007
TM-2007-0472
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2.0 – REGULATIONS, (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.

LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.12 Application for Service and Service Installation

2.12.1 Cancellation of Service Order

If the Customer cancels its order for service prior to the service due date after receipt of a firm order confirmation, an Order Cancellation Charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to cancel the service order.

Order Cancellation Charge \$100.00 per circuit or 25% of the monthly recurring rate for the cancelled circuit, whichever is higher.

2.12.2 Order Modification Charge

If the Customer requests a change in service order (excluding requests to expedite the due date as provided by Section 2.4.3 of this tariff), an Order Modification Charge will apply. Written requests to delay the due date received less than 72 hours prior to the due date shall not result in the delay of billing monthly recurring charges. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to modify the service order.

Order Modification Charge \$100.00

Issued: June 11, 2007

Effective: July 12, 2007

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2.0 – REGULATIONS, (CONT'D.)

2.12 Application for Service and Service Installation, (Cont'd.)

2.12.3 Expedited Due Date Service

A. General

Upon acceptance of the Customer's application for service, the Company will notify the Customer of the timeframe in which service will be installed.

When a Customer requests that service be provided in advance of the Company-specified date, and the Company is able to comply, an Expedited Due Date Service charge will apply.

B. Limitation of Liability

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

C. Charges

Unless otherwise specified, the charge is applicable per exchange, per request and applies in addition to any normal service and installation charges applicable. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to expedite the service order.

Expedited Due Date Charge	
Per Order – On-Net	\$ 500.00
Per Order – Off-Net	\$1,000.00

2.12.4 Service Installation

The Company provides a Half-Day Installation Plan, which offers Customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a Customer premise visit.

LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.13 Service Level Standards and Allowances for Interruptions in Service

2.13.1 Service Level Standards

The Company offers the following service level standards for voice services:

<u>Criterion</u>	<u>Definition</u>	<u>Standard</u>
Dial Tone Delay	The specific time between Customer's going off-hook and the receipt of dial tone from the service telephone central office	2.0 seconds maximum
Post Dial Delay	The time from when the last digit is dialed to the moment the phone rings at the receiving location	2.0 seconds maximum
Noise	Unwanted electrical signals introduced into the telephone lines by circuit component or natural disturbances which tend to degrade the performance of the line.	17 dBmC maximum
Signal Loss	The diminishment of the signal level strength resulting in decay and quality of the call and signaling	3 dB maximum
Minimum Loop Current	Minimum level of current between the originating and terminating locations of a call required to support accurate signaling on the call.	23 mA
Grade of Service	The probability that an attempted call will receive a busy signal, expressed as a decimal fraction. This factor is applicable only to the Company's network and not to any portions of the underlying network provided by another telephone service carrier.	P.01 or better
Change of RespOrg	The transition of management and administration of a Customer's 8XX telephone number records in the 8XX Service Management System. This standard is applicable when a Customer transfers 8XX telephone number service from one carrier to another.	10 days maximum

Issued: June 11, 2007

Effective: July 12, 2007

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August 11, 2007
TM-2007-0472
Missouri Public
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2.0 – REGULATIONS, (CONT'D.)

2.13 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)

2.13.2 Credit for Interruptions

Interruptions in service, which are not due to the negligence of, or non-compliance 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 below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff provided that the Customer has opened a trouble ticket by reporting the interruption to the Company's network operations center. The issuance of credits pursuant to this Section shall be the Customer's sole remedy for service interruption claims.

- A. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but 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 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.
- C. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message or measured rate service will not affect the subscriber's local call allowance during a given billing period.

Issued: June 11, 2007

Effective: July 12, 2007

LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.13 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)

2.13.2 Credit for Interruptions, (Cont'd.)

D. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

E. Chronic Trouble Service

If two or more trouble tickets have been opened for a particular Service in a 30-day period, and the cause of outage is determined to be in the Company's network or system equipment, such service will be deemed a Chronic Trouble Service. If a third trouble ticket is opened on a Chronic Trouble Service within 30 days of the second trouble ticket, the Customer may disconnect the affected service without incurring termination liability.

Issued: June 11, 2007

Effective: July 12, 2007

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August 11, 2007
TM-2007-0472
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2.0 – REGULATIONS, (CONT'D.)

2.13 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)

2.13.3 Limitations on Credit Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the Customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- B. interruptions due to the failure or malfunction of non-Company equipment, including service connected to Customer provided electric power; in such event, the Company may charge the Customer its then current service call rates;
- C. 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;
- D. 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;
- E. interruptions of service due to circumstances or causes beyond the control of the Company.
- F. Force Majeure events. Such causes shall include, without limitation, acts of God, fire, flood, adverse weather conditions, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, ordinance, rule restriction, regulation, direction, action or request of the United States government or any other government or of any civil or military authority, condemnation or exercise of rights of eminent domain, national emergencies, insurrections, riots explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

Issued: June 11, 2007

Effective: July 12, 2007

LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.14 Trouble Reporting

2.14.1 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 cleanup. 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 excluded from Time and Materials Charges.

Included in Time and Materials Charges are Initial and Additional Time and Material Charges, the Trouble Isolation Charge, the Optional Testing and Monitoring Charge and the Dispatch Charge.

Issued: June 11, 2007

Effective: July 12, 2007

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August 11, 2007
TM-2007-0472
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Service Commission

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LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.15 Emergency Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority

2.15.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

- B. The TSP program has two components, restoration and provisioning.
1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

Issued: June 11, 2007

Effective: July 12, 2007

LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.15 Emergency Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority,
(Cont'd.)

2.15.2 TSP Request Process

A. Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership
National Security Posture and U.S. Population Attack Warning
Public Health, Safety, and Maintenance of Law and Order
Public Welfare and Maintenance of National Economic Posture

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as Customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

Issued: June 11, 2007

Effective: July 12, 2007

LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.15 Emergency Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority,
(Cont'd.)

2.15.2 TSP Request Process

B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.14.2.A above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.14.2.A.1 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

Issued: June 11, 2007

Effective: July 12, 2007

CANCELLED
August 11, 2007
TM-2007-0472
Missouri Public
Service Commission

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LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.15 Emergency Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority,
(Cont'd.)

2.15.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

Issued: June 11, 2007

Effective: July 12, 2007

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2.0 – REGULATIONS, (CONT'D.)

2.15 Emergency Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority,
(Cont'd.)

2.15.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

Issued: June 11, 2007

Effective: July 12, 2007

LOCAL EXCHANGE SERVICES

2.0 – REGULATIONS, (CONT'D.)

2.15 Emergency Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority,
(Cont'd.)

2.15.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted Customer of the action to be taken.

Issued: June 11, 2007

Effective: July 12, 2007

CANCELLED
August 11, 2007
TM-2007-0472
Missouri Public
Service Commission

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LOCAL EXCHANGE SERVICES

3.0 - SERVICE AREAS

3.1 General

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:

Issued: June 11, 2007

Effective: July 12, 2007

CANCELLED
August 11, 2007
TM-2007-0472
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LOCAL EXCHANGE SERVICES

3.0 - SERVICE AREAS, (CONT'D.)

3.1 General, (Cont'd.)

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

Issued: June 11, 2007

Effective: July 12, 2007

CANCELLED
August 11, 2007
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LOCAL EXCHANGE SERVICES

3.0 - SERVICE AREAS, (CONT'D.)

3.1 General, (Cont'd.)

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:

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

Issued: June 11, 2007

Effective: July 12, 2007

CANCELLED
August 11, 2007
TM-2007-0472
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Service Commission

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LOCAL EXCHANGE SERVICES

4.0 –DESCRIPTION OF SERVICES AND RATES

4.1 Moves and Changes

4.1.1 Description

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

A "Move" is defined as a change in physical location of the Customer's premises or the point of termination at the Customer's premises. Charges equal to initial installation charge may apply.

A "Change" is defined as a revision, redesign or other provisioning change to existing services. A minimum charge of \$50.00 shall apply to each change of service, unless otherwise specified, to each switch configuration/feature addition and a minimum charge of \$75.00 shall apply to each trunk/routing configuration.

LOCAL EXCHANGE SERVICES

4.0 –DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.2 Expedited Due Date Service

4.2.1 Description

The Company will notify the Customer of the timeframe in which service will be moved/changed. When a Customer requests that service be provided in advance of the Company-specified date, and the Company is able to comply, an Expedited Due Date Service charge will apply.

4.2.2 Limitation of Liability

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

4.2.3 Charges

Unless otherwise specified, the charge is applicable per exchange, per request and applies in addition to any normal service and installation charges applicable. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to expedite the service order.

Expedited Due Date Charge: Records (or features) only
Switched Features

\$50.00

LOCAL EXCHANGE SERVICES

4.0 –DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.3 Channel 12 Service

4.3.1 Description

Channel 12 Service is bundled product offering consisting of local exchange service with selected features, as defined below, a Long Distance and/or Toll Free usage allowance of 2,500 minutes per DS1/PRI facility and Internet access. The Customer may opt for all channels to be voice applications.

Channel 12 Service is limited to Customers served from a Company switch. A minimum of 12 channels must be purchased and provisioned on a DS1/PRI access facility for a flat base fee. Additional channels may be purchased at the per channel rate to total 24 channels per DS1/PRI access facility.

Customers purchasing the service may select in any combination of line or trunk or PRI channel. PRI channels may not be combined with lines and trunks Listed below are the channel types options:

- Business Exchange Lines
- PBX DID Trunks
- PBX DOD Trunks
- PBX Combination Trunks
- PBX Combination Trunks w/DID
- PRI B Channel -DID Trunks
- PRI B Channel -DOD Trunks
- PRI B Channel -Combination Trunks
- PRI B Channel -Combination Trunks w/DID
- PRI D Channel (per DS1 access facility)

Issued: June 11, 2007

Effective: July 12, 2007

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LOCAL EXCHANGE SERVICES

4.0 –DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.3 Channel 12 Service, (Cont'd.)

4.3.2 Rates and Charges

The Customer who selects line based channels may order the following features at no additional charge (Included basic monthly fee): Additional supplemental services may be order pursuant to Section 5.

<u>Channel 12 Integrated</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>Per Order Nonrecurring</u>
DS1/PRI access facility base rate (includes up to 12 channels)	\$506.00	\$456.00	\$430.00	\$250.00
Each Additional Channel	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00

<u>Channel 12 Voice Only</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>Per Order Nonrecurring</u>
DS1/PRI access facility base rate (includes up to 12 channels)	\$506.00	\$456.00	\$430.00	\$250.00
Each Additional Channel	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00

Customers served on on-net facilities may receive up to a 10% discount.

4.3.3 Expiration of Term Agreement

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

4.3.4 Termination Fees

Consistent with the Customer's agreement, a termination liability charge will be applicable for service rate elements provided under the Channel 12 Service term payment Plan when service is canceled 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.

Issued: June 11, 2007

Effective: July 12, 2007

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LOCAL EXCHANGE SERVICES

4.0 –DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.4 Complete Dynamic Service

4.4.1 Description

Complete Dynamic Service is a flexible bandwidth bundled product consisting of local exchange service with selected features, as defined below, a Long Distance and/or Toll Free usage allowance of 2,500 minutes per DS1/PRI facility and Internet access.

Complete Dynamic Service is limited to Customers served from a Company switch and a minimum of 12 channels must be purchased and provisioned on DS1/PRI access facility. Service is limited to a maximum of 72 channels.

The Complete Dynamic Service Customer may select in any combination the following product types:

- Business Exchange Lines
- PBX DID Trunks
- PBX DOD Trunks
- PBX Combination Trunks
- PBX Combination Trunks w/DID
- PRI B Channel -DID Trunks
- PRI B Channel -DOD Trunks
- PRI B Channel -Combination Trunks
- PRI B Channel -Combination Trunks w/DID
- PRI D Channel (per DS1 access facility)

The Customer who selects line based channels may order the following features at no additional charge (Included basic monthly fee):

- Call Forward
- Call Transfer
- Call Waiting
- 3-Way Calling

- Voice Mail (1 box included)
- Fax Overflow (1 box included at no charge)

Issued: June 11, 2007

Effective: July 12, 2007

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LOCAL EXCHANGE SERVICES

4.0 --DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.4 Complete Dynamic Service, (Cont'd.)

The Complete Dynamic Service Customer may purchase a Complete Dynamic Enhanced Feature Pack including any or all of the features listed below at a monthly rate of \$ 10.00 per Line/Channel:

Last Call Return
Anonymous Call Rejection
Automatic Recall
Selective Call Rejection
Call Hold
Caller ID with Number
Combined Caller ID
Distinctive Ringing
Fax Overflow (additional unit)
8/10 Number Speed Calling
30 Number Speed Calling
Calling Number and Name Transmission

Complete Dynamic is available under Month to Month, 12 month, 24 month or 36 month Term Agreements. Each commitment level will be charged Monthly Recurring and Nonrecurring rates as specified below.

4.4.2 Complete Dynamic (with DS1/PRI access facility) per line or trunk

	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>Per Order Nonrecurring</u>
Business Exchange Lines, Trunks or PRI B Channels	\$ 40.00	\$36.00	\$34.00	\$250.00
Enhanced Feature Pack per line/channel	\$10.00	\$10.00	\$10.00	

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

Issued: June 11, 2007

Effective: July 12, 2007

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LOCAL EXCHANGE SERVICES

4.0 –DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.4 Complete Dynamic Service, (Cont'd.)

4.4.3 Termination Fees

Consistent with the customer's agreement, a termination liability charge will be applicable for service rate elements provided under the Complete Dynamic 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 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.

Issued: June 11, 2007

Effective: July 12, 2007

CANCELLED
August 11, 2007
TM-2007-0472
Missouri Public
Service Commission

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MOL0701 FILED
Missouri Public
Service Commission