

## SECTION 2 – RULES AND REGULATIONS

Missouri Public

## 2.5 Obligations of the Customer (continued)

REC'D APR 02 2004

## 2.5.18 Company-Provided Equipment (continued)

Service Commission

- (J) The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, 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 Service or equipment and facilities of Company associated with the Service, unless such installation, operation, failure to operate, maintenance, condition, location or use is the direct result of the Company's knowing and willful misconduct.
- (K) In the event parties other than Customer (e.g., Customer's customers or Authorized Users) shall have use of the Service directly or indirectly through Customer, Customer shall forever indemnify and hold Company and any Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects or any claims.

Missouri Public  
Service Commission

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Peter J. Salzano (N)  
CEO (N)550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

## SECTION 2 – RULES AND REGULATIONS

**Missouri Public**

## 2.5 Obligations of the Customer (continued)

REC'D NOV 25 2003

## 2.5.18 Company-Provided Equipment (continued)

**Service Commission**

- (J) The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, 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 Service or equipment and facilities of Company associated with the Service, unless such installation, operation, failure to operate, maintenance, condition, location or use is the direct result of the Company's knowing and willful misconduct.
- (K) In the event parties other than Customer (e.g., Customer's customers or Authorized Users) shall have use of the Service directly or indirectly through Customer, Customer shall forever indemnify and hold Company and any Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects or any claims.

**CANCELLED**

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MISSOURI

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## SECTION 2 - RULES AND REGULATIONS

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## 2.5 Obligations of the Customer (continued)

REC'D APR 02 2004

## 2.5.18 Company-Provided Equipment (continued)

Service Commission

- (L) Customer agrees to defend the Company against the claims as set forth in Section 2.5.20 of this Tariff and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.
- (M) The Customer agrees to operate any Company-Provided equipment in accordance with instructions of the Company or the Company's agent or designee. Failure to do so shall void any Company liability for interruption of Service and may make Customer responsible for damage to equipment.
- (N) Facilities utilized by the Company or a Third Party Vendor to provide Service under the provisions of this Tariff remains the property of the Company. Customer agrees to return to the Company or authorized Third Party Vendor all Company-Provided equipment within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company (e.g., the cost of the equipment) due to Customer's failure to comply with this provision.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

## SECTION 2 – RULES AND REGULATIONS

**Missouri Public**

## 2.5 Obligations of the Customer (continued)

REC'D NOV 25 2003

## 2.5.18 Company-Provided Equipment (continued)

Service Commission

- (L) Customer agrees to defend the Company against the claims as set forth in Section 2.5.20 of this Tariff and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.
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- (N) Facilities utilized by the Company or a Third Party Vendor to provide Service under the provisions of this Tariff remains the property of the Company. Customer agrees to return to the Company or authorized Third Party Vendor all Company-Provided equipment within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company (e.g., the cost of the equipment) due to Customer's failure to comply with this provision.

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## SECTION 2 - RULES AND REGULATIONS

Missouri Public

## 2.5 Obligations of the Customer (continued)

REC'D APR 02 2004

## 2.5.18 Company-Provided Equipment (continued)

Service Commission

- (O) The Customer shall be solely responsible, at its own expense, for the overall design of Service and for any redesigning or rearrangement of Service which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

## 2.6 Application For Service

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate and that complies with the rules of the Commission. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with this Tariff. The Applicant may be required to establish credit satisfactory to the Company as provided in Paragraph 2.7

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Peter J. Salzano (N)  
CEO (N)550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

## SECTION 2 – RULES AND REGULATIONS

**Missouri Public**

## 2.5 Obligations of the Customer (continued)

REC'D NOV 25 2003

## 2.5.18 Company-Provided Equipment (continued)

**Service Commission**

- (O) The Customer shall be solely responsible, at its own expense, for the overall design of Service and for any redesigning or rearrangement of Service which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

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## SECTION 2 - RULES AND REGULATIONS

Missouri Public

## 2.7 Establishment of Credit

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## 2.7.1 Applicant

Service Commission

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

## 2.7.2 Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

## SECTION 2 - RULES AND REGULATIONS

REC'D NOV 25 2003

## 2.7 Establishment of Credit

Service Commission

## 2.7.1 Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

## 2.7.2 Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

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SECTION 2 – RULES AND REGULATIONS

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## 2.8 Customer Deposits / Advance Payments

## 2.8.1 Customer Deposits

## (A) General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.2 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed.

## (B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for two months' Service. The Company will determine the amount of the deposit.

## (C) Interest on Deposits

The Company will not pay interest on deposits.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

## SECTION 2 – RULES AND REGULATIONS

## 2.8 Customer Deposits / Advance Payments

**Missouri Public**

## 2.8.1 Customer Deposits

REC'D NOV 25 2003

## (A) General

**Service Commission**

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.2 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed.

## (B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for two months' Service. The Company will determine the amount of the deposit.

## (C) Interest on Deposits

If applicable, the Company will pay interest on deposits according to the rules and regulations of the Commission. The Company will pay an interest rate on any security deposit it collects equal to a rate of one percent (1%) above the prime lending rate as published in the *Wall Street Journal* for the last business day of September. This rate shall be adjusted annually on October 1 of each year. Interest shall be credited annually upon the account of the Customer or paid upon the return of the deposit, whichever occurs first.

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SECTION 2 – RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

MISSOURI PUBLIC

2.8.1 Customer Deposits (continued)

REC'D APR 02 2004

(D) Return of Deposit

Service Commission

A deposit will be returned:

- When an application for Service has been canceled prior to the establishment of Service; or
- At the end of one year of satisfactory payments for Service; or
- Upon discontinuance of Service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

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Service Commission

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

## SECTION 2 – RULES AND REGULATIONS

**Missouri Public**

## 2.8 Customer Deposits / Advance Payments (continued)

REC'D NOV 25 2003

## 2.8.1 Customer Deposits (continued)

Service Commission

## (D) Return of Deposit

A deposit will be returned:

- When an application for Service has been canceled prior to the establishment of Service; or
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- Upon discontinuance of Service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

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Public Service Commission  
MISSOURI**Missouri Public  
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## SECTION 2 – RULES AND REGULATIONS

Missouri Public

## 2.8 Customer Deposits / Advance Payments (continued)

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## 2.8.2 Advance Payments

Service Commission

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

- (A) the Customer's or Applicant's payment history (if any) with the Company and its affiliates;
- (B) Customer's ability to demonstrate adequate ability to pay for the Service;
- (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;
- (D) information relating to Customer's management, owners, and affiliates (if any); and
- (E) the Applicant's or Customer's actual long distance usage. The Company does not pay interest on advance payments.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

## SECTION 2 - RULES AND REGULATIONS

**Missouri Public**

## 2.8 Customer Deposits / Advance Payments (continued)

REC'D NOV 25 2003

## 2.8.2 Advance Payments

Service Commission

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- (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;
- (D) information relating to Customer's management, owners, and affiliates (if any); and
- (E) the Applicant's or Customer's actual long distance usage. The Company does not pay interest on advance payments.

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Public Service Commission  
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## SECTION 2 – RULES AND REGULATIONS

Missouri Public

## 2.9 Rendering Bill

RECD APR 02 2004

## 2.9.1 General

Service Commission

- (A) The Company uses cycle billing. The billing period is one (1) month. Except for fraud, charges may be assessed for unbilled traffic up to two (2) years in arrears. The Customer will have at least twenty-one (21) days from the rendition of a bill to pay the charges stated.
- (B) The Company utilizes direct billing by the Company or an authorized billing agent. The Company may also utilize LEC billing or credit card billing. The availability of the billing option is controlled by the Company not the Customer. All billing options may not be available for a specific Service offering.
- (C) If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- (D) In instances where the Company orders Dedicated Access as an agent for the Customer, the Company will become the customer-of-record with the Local Access Provider. The Company will bill the Local Access charges to the Customer on a pass-through basis. Any credits issued by the Local Access Provider for service outages will be shown on the Customer's invoice on a pass-through basis.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

## SECTION 2 – RULES AND REGULATIONS

**Missouri Public**

## 2.9 Rendering Bill

REC'D NOV 25 2003

## 2.9.1 General

Service Commission

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## SECTION 2 – RULES AND REGULATIONS

Missouri Public Service Commission

## 2.9 Rendering Bill (continued)

REC'D APR 02 2004

## 2.9.1 General (continued)

## Service Commission

- (E) Where billing systems allow, Credit Card billing and automatic withdrawal from the Customer's checking or savings account are available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash.
- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month.
- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.

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Service Commission

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

**SECTION 2 – RULES AND REGULATIONS****2.9 Rendering Bill (continued)****REC'D NOV 25 2003****2.9.1 General (continued)****Service Commission**

- (E) Where billing systems allow, Credit Card billing and automatic withdrawal from the Customer's checking or savings account are available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash.
- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month.
- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.

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SECTION 2 - RULES AND REGULATIONS

Missouri Public Service Commission

2.9 Rendering Bill (continued)

REC'D APR 02 2004

2.9.1 General (continued)

- (H) Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.
- (I) In the event that the Company's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of the non-performance by the Customer of any obligation set forth in this Tariff, the Customer shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide Service.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

## SECTION 2 - RULES AND REGULATIONS

Missouri Public

## 2.9 Rendering Bill (continued)

REC'D NOV 25 2003

## 2.9.1 General (continued)

Service Commission

- (H) Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.
- (I) In the event that the Company's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of the non-performance by the Customer of any obligation set forth in this Tariff, the Customer shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide Service.

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Public Service Commission  
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## SECTION 2 – RULES AND REGULATIONS

## 2.9 Rendering Bill (continued)

Missouri Public

## 2.9.2 Direct Billing By Company And/Or Authorized Billing Agent

REC'D APR 02 2004

## (A) General

Service Commission

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. All bills will be in English. Call detail is available with the bill. Payment in full is due by the due date disclosed on the bill which is at least twenty-one (21) days from the rendition of a bill to pay the charges stated. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of 1.5% per month. The one-time penalty shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies. Charges for any of the Company's Services will be direct-billed by the Company or an authorized billing agent. Customers subscribing to certain Services may elect or be required to receive a bill via electronic means.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

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SECTION 2 – RULES AND REGULATIONS

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## 2.9 Rendering Bill (continued)

**Missouri Public**

## 2.9.2 Direct Billing By Company And/Or Authorized Billing Agent

REC'D NOV 25 2003

## (A) General

**Service Commission**

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. All bills will be in English. Call detail is available with the bill. Payment in full is due by the due date disclosed on the bill which is at least twenty-one (21) days from the rendition of a bill to pay the charges stated. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of 1.5% per month. The one-time penalty shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies. Charges for any of the Company's Services will be direct-billed by the Company or an authorized billing agent. Customers subscribing to certain Services may elect or be required to receive a bill via electronic means.

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## SECTION 2 – RULES AND REGULATIONS

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## 2.9 Rendering Bill (continued)

REC'D APR 02 2004

## 2.9.2 Direct Billing By Company Or Authorized Billing Agent

Service Commission

## (B) Credit Card Billing

With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

## (C) Automatic Withdrawal From Checking or Savings Account

If offered by the Company for certain Services and utilized by the Customer, the charges for Services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Call detail will be provided by the Company in a separate mailing.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

## SECTION 2 – RULES AND REGULATIONS

**Missouri Public**

## 2.9 Rendering Bill (continued)

REC'D NOV 25 2003

## 2.9.2 Direct Billing By Company Or Authorized Billing Agent

**Service Commission**

## (B) Credit Card Billing

With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

## (C) Automatic Withdrawal From Checking or Savings Account

If offered by the Company for certain Services and utilized by the Customer, the charges for Services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Call detail will be provided by the Company in a separate mailing.

**CANCELLED**

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by *JSRSL*  
Public Service Commission  
MISSOURI**Missouri Public  
Service Commission**  
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NorVergence, Inc.

PSC Mo.- No.1

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1st Revised Sheet No. 62  
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Service Commission

## SECTION 2 - RULES AND REGULATIONS

## 2.10 Disputed Charges

- 2.10.1 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim.
- 2.10.2 Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Service Department as per Section 2.11 of this Tariff.
- 2.10.3 Failure of the Customer to participate in the Company's effort to resolve a dispute or claim will constitute a waiver of the Customer's rights to a continuance of Service.
- 2.10.4 A Business Customer must advise the Company that all or part of a charge is in dispute by written notice. If the Company and a Customer fail to resolve a matter in dispute, the Company shall advise the Customer of its right to file an informal or formal complaint with the Commission under 4 CSR 240.070. Customers may contact the Commission in writing at the following address: Missouri Public Service Commission, 200 Madison Street, Suite 100, P. O. Box 360, Jefferson City, Missouri 65102 or via telephone at (800) 392-4211.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

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Original Sheet No. 62

NorVergence, Inc.

PSC Mo.- No.1

Service Commission

SECTION 2 - RULES AND REGULATIONS

2.10 Disputed Charges

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**CANCELLED**

MAY 03 2004

By *JSRSL2*  
Public Service Commission  
MISSOURI

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## SECTION 2 – RULES AND REGULATIONS

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## 2.11 Customer Service Department

Service Commission

Customer correspondence must be addressed to the attention of the Customer Service Department and sent to 550 Broad Street, 3<sup>rd</sup> Floor, Newark, NJ 07102. The Customer may also contact the Company's Customer Service Department by calling a toll free number. The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers subscribing to any of the Company's Calling Card Services, the Customer Service number is displayed on the card and provided in the information sent to the Customer with the calling card. For Customers using Credit Card billing or automatic withdrawal from the checking or savings account, the Company's Customer Service address and toll free number are provided with the Customer's call detail. Customer Service representatives are available to assist with Customers inquiries from 8:00 AM to 5:00 PM, Eastern Time, Monday through Friday, excluding holidays. If a Customer calls Customer Service after hours, the call goes to a voice mail system or an answering machine. If the call is not an emergency, the answering machine takes a message for a return call. If the call is a service emergency, the Customer is referred to an 800/888 number that is answered twenty four hours per day, 365 days per year.

## 2.12 Timing of Calls

2.12.1 Chargeable time ends when the calling Station hangs up thereby releasing the network connection. If the called Station hangs up but the calling Station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

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Original Sheet No. 63

NorVergence, Inc.

PSC Mo.- No.1

**Service Commission****SECTION 2 - RULES AND REGULATIONS****2.11 Customer Service Department**

Customer correspondence must be addressed to the attention of the Customer Service Department and sent to 550 Broad Street, 3<sup>rd</sup> Floor, Newark, NJ 07102. The Customer may also contact the Company's Customer Service Department by calling a toll free number. The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers subscribing to any of the Company's Calling Card Services, the Customer Service number is displayed on the card and provided in the information sent to the Customer with the calling card. For Customers using Credit Card billing or automatic withdrawal from the checking or savings account, the Company's Customer Service address and toll free number are provided with the Customer's call detail. Customer Service representatives are available to assist with Customers inquiries from 8:00 AM to 5:00 PM, Eastern Time, Monday through Friday, excluding holidays. If a Customer calls Customer Service after hours, the call goes to a voice mail system or an answering machine. If the call is not an emergency, the answering machine takes a message for a return call. If the call is a service emergency, the Customer is referred to an 800/888 number that is answered twenty four hours per day, 365 days per year.

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By *1512563*  
Public Service Commission  
MISSOURIMissouri Public  
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## SECTION 2 – RULES AND REGULATIONS

Missouri Public

## 2.13 Changes to Rates and Charges

The Company may adjust its current rates and charges for Services in accordance with Commission rules.

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Service Commission

## 2.14 Changes to DUC

The Company determines the DUC for any given Service and may change the DUC at any time. The Company will determine in its sole discretion whether any notice regarding any such changes will be provided to Customers and the form, content, and timing thereof.

## 2.15 Changes to Service Offerings

The Company reserves the right to add, change, or delete Services and/or DUCs at any time.

## 2.16 Terminal Equipment

Services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry that are not barred by the Federal Communications Commission.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

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NorVergence, Inc.

PSC Mo.- No.1

Original Sheet No. 64  
Service Commission

SECTION 2 - RULES AND REGULATIONS

2.13 Changes to Rates and Charges

The Company may adjust its current rates and charges for Services in accordance with Commission rules.

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The Company determines the DUC for any given Service and may change the DUC at any time. The Company will determine in its sole discretion whether any notice regarding any such changes will be provided to Customers and the form, content, and timing thereof.

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By *ISHSU*  
Public Service Commission  
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## SECTION 2 – RULES AND REGULATIONS

Missouri Public

## 2.17 Taxes, Surcharges, and Fees

REC'D APR 02 2004

## 2.17.1 General

Service Commission

- (A) In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, and fees apply to Services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. The Company may impose a surcharge on its Customers to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff. Pursuant to 4 CSR 240.33.040, all taxes subject to the jurisdiction of the Commission, must be approved by the Commission.
- (B) Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, surcharges, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, surcharges, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, surcharges, taxes, or similar liabilities and any of the challenged assessments, duties, fees, surcharges, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company

Missouri Public  
Service Commission

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)



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NorVergence, Inc.

PSC Mo.- No.1

Original Sheet No. 65

**Service Commission****SECTION 2 – RULES AND REGULATIONS****2.17 Taxes, Surcharges, and Fees****2.17.1 General**

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**CANCELLED**

MAY 03 2004

By *LSR/RS/65*  
**Public Service Commission**  
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## SECTION 2 – RULES AND REGULATIONS

Missouri Public

## 2.17 Taxes, Surcharges, and Fees

REC'D APR 02 2004

## 2.17.2 Tax Exemption Certificate

Service Commission

- (A) In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. New Customers are required to provide the requested documentation at the time Service is ordered.
- (B) Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges.
- .1 At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and will be responsible for the payment of same until such time as the Company has ceased billing the applicable taxes.
- .2 The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority.
- (C) Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

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Service Commission

NorVergence, Inc.

PSC Mo.- No.1

SECTION 2 - RULES AND REGULATIONS

2.17 Taxes, Surcharges, and Fees

2.17.2 Tax Exemption Certificate

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- (C) Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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SECTION 2 – RULES AND REGULATIONS  
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## 2.18 Interruption of Service

## Service Commission

- 2.18.1 Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.18.2 To prevent possible unauthorized, fraudulent, or unlawful use of Service, the Company may initiate Blocking of all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.18.3 No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration or for any other circumstance including but not limited to cutoff, wrong number, or poor transmission. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.
- 2.18.4 If the Customer desires a credit for any Service interruption, the Customer must contact the Company via telephone or in writing. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

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NorVergence, Inc.

PSC Mo.- No.1

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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.18 Interruption of Service

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## SECTION 2 – RULES AND REGULATIONS

Missouri Public

## 2.19 Cancellation of Service By Customer

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## 2.19.1 Cancellation of an Existing Service

Service Commission

- (A) Unless the Customer has signed a term plan agreement, the Company may require the Customer to give thirty (30) days' written or oral notice to the Company. Notice should be addressed to the Company's Customer Service Department. Cancellation of the Customer's Service will be effective when the Customer's account status is changed to inactive in the appropriate data base(s).
- (B) For rules and regulations regarding cancellation of a term plan agreement, see Section 2.25 of this Tariff.

## 2.19.2 Customer Cancels An Order For Special Facilities or Dedicated Access Arrangements Before Service Begins

If a Customer (1) orders Service requiring special facilities dedicated to the Customer's use or requests that the Company order Dedicated Access arrangements as an agent of the Customer and (2) subsequently cancels its order before Service begins, before completion of the minimum Service period or before completion of some other period mutually agreed upon by the Customer and the Company, the Customer is responsible for all costs incurred expressly on behalf of the Customer by the Company including those costs the Company incurred as an agent of the Customer. If special construction has either begun or has been completed, but Service has not been provided at the time the Customer cancels Service, the Customer is responsible for all construction costs incurred by the Company on the Customer's behalf.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

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NorVergence, Inc.

PSC Mo.- No.1

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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.19 Cancellation of Service By Customer

2.19.1 Cancellation of an Existing Service

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Canceling Original Sheet No. 69

SECTION 2 – RULES AND REGULATIONS  
Service Commission

2.19 Cancellation of Service By Customer (continued)

2.19.3 Customer With Dedicated Access

Cancellation of the Customer's Services will be effective when the DUC cancels the ANIs submitted by the Company, or when the Customer's Dedicated Access facilities are moved to another IXC, as authorized by the Customer.

2.19.4 Cancellation by Non-Usage

If billing records received from a DUC show that a Customer has had no usage with the Company, on one or more lines for a period of forty-five (45) days or more, the Company may conclude that the Customer has moved Service to another carrier, or disconnected Service, whereupon the Company may treat the Service with the Company as having been canceled by the Customer. In such event, the Company may inform the Customer of such treatment. In the event the Company so informs the Customer and the Customer does not notify the Company within seven (7) days that it does not wish to cancel and has not canceled Service with the Company, the Company may take all further steps necessary to complete the cancellation of Service.

2.19.5 Effect of Cancellation or Transfer of Customer Account

When a Customer cancels Services, a termination fee may apply.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

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NorVergence, Inc.

PSC Mo.- No.1

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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.19 Cancellation of Service By Customer (continued)

2.19.3 Customer With Dedicated Access

Cancellation of the Customer's Services will be effective when the DUC cancels the ANIs submitted by the Company, or when the Customer's Dedicated Access facilities are moved to another IXC, as authorized by the Customer.

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When a Customer cancels Services, a termination fee may apply.

**CANCELLED**

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MISSOURI

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## SECTION 2 – RULES AND REGULATIONS

## 2.20 Termination of Service By Company

2.20.1 The Company may terminate Service to the Customer upon five (5) days' verbal or written notice to the Customer for any condition listed in Section 2.2.6 of this Tariff. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company.

2.20.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

## 2.20.3 Cancellation by Non-Usage

If billing records received from a DUC show that a Customer has had no usage with the Company, on one or more lines for a period of forty-five (45) days or more, the Company may conclude that the Customer has moved Service to another carrier, or disconnected Service, whereupon the Company may treat the Service with the Company as having been canceled by the Customer. In such event, the Company may inform the Customer of such treatment. In the event the Company so informs the Customer and the Customer does not notify the Company within seven (7) days that it does not wish to cancel and has not canceled Service with the Company, the Company may take all further steps necessary to complete the cancellation of Service.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

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NorVergence, Inc.

PSC Mo.- No.1

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## SECTION 2 - RULES AND REGULATIONS

## 2.20 Termination of Service By Company

2.20.1 The Company may terminate Service to the Customer upon five (5) days' verbal or written notice to the Customer for any condition listed in Section 2.2.6 of this Tariff. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company.

2.20.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

## 2.20.3 Cancellation by Non-Usage

If billing records received from a DUC show that a Customer has had no usage with the Company, on one or more lines for a period of forty-five (45) days or more, the Company may conclude that the Customer has moved Service to another carrier, or disconnected Service, whereupon the Company may treat the Service with the Company as having been canceled by the Customer. In such event, the Company may inform the Customer of such treatment. In the event the Company so informs the Customer and the Customer does not notify the Company within seven (7) days that it does not wish to cancel and has not canceled Service with the Company, the Company may take all further steps necessary to complete the cancellation of Service.

**CANCELLED**

MAY 03 2004  
by 1570570  
Public Service Commission  
MISSOURI

Missouri Public  
Service Commission  
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SECTION 2 - RULES AND REGULATIONS

2.21 Restoration of Service

The use and restoration of Services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.22 Notices

Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery or delivery via email, or the day the notice is left at the Customer's Premises.

2.23 Special Service Arrangements

Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly, and/or other special Services, may be furnished in addition to existing Tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable, for the special service arrangements will be developed upon Customer's request. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this Tariff.

Missouri Public  
Service Commission

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

REC'D NOV 25 2003

NorVergence, Inc.

PSC Mo.- No.1

Original Sheet No. 71  
Service Commission

SECTION 2 - RULES AND REGULATIONS

2.21 Restoration of Service

The use and restoration of Services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

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Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery or delivery via email, or the day the notice is left at the Customer's Premises.

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Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly, and/or other special Services, may be furnished in addition to existing Tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable, for the special service arrangements will be developed upon Customer's request and filed with the Commission, as required. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this Tariff.

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by 1572571  
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SECTION 2 - RULES AND REGULATIONS

Service Commission

2.24 Call Charges

2.24.1 Chargeable time begins when the calling and the called station are connected. Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

2.24.2 The Company will not bill for unanswered calls in areas where equal access is available. The Company will not knowingly bill for unanswered calls in areas where equal access is not available.

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Peter J. Salzano (N)

CEO (N)

550 Broad Street, 3<sup>rd</sup> Floor (N)

Newark, New Jersey 07102 (N)

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Original Sheet No. 72

Service Commission

NorVergence, Inc.

PSC Mo.- No.1

SECTION 2 - RULES AND REGULATIONS

2.24 Call Charges

2.24.1 Chargeable time begins when the calling and the called station are connected. Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

2.24.2 The Company will not bill for unanswered calls in areas where equal access is available. The Company will not knowingly bill for unanswered calls in areas where equal access is not available.

CANCELLED

MAY 03 2004

By *ISRS72*  
Public Service Commission  
MISSOURI

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## SECTION 2 – RULES AND REGULATIONS

Missouri Public

## 2.25 Term Plan Commitments

REC'D APR 02 2004

## 2.25.1 General

Service Commission

- (A) As a condition of obtaining Service or a specific optional pricing plan, the Customer is required to sign a term plan agreement.
- (B) By signing a term plan agreement, the Customer commits to remain a Customer of Company for a specified length of time.

## 2.25.2 Early Termination Fee

Early termination fees apply if the Customer cancels Service prior to the end of the Service Commitment Period. The early termination fee is calculated by multiplying the number of months remaining in the term plan agreement times the monthly recurring charge.

## 2.25.3 Term Plan Renewal

Ninety (90) days prior to the expiration of a Customer's term plan agreement, the Company will send the Customer a letter advising the Customer the date the term plan expires. If the Customer does not notify the company in writing of its intent to cancel the existing term plan agreement, the term plan agreement will automatically renew on the expiration date of the term plan agreement for the same MAC and length of term plan. Within thirty (30) days of the automatic renewal date of a term plan agreement if the Customer provides written notice to the Company that the Customer wishes to cancel the new term plan agreement, the Company will waive all term plan cancellation penalties.

Missouri Public  
Service Commission

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

## SECTION 2 – RULES AND REGULATIONS

**Missouri Public**

## 2.25 Term Plan Commitments

REC'D NOV 25 2003

## 2.25.1 General

**Service Commission**

- (A) As a condition of obtaining Service or a specific optional pricing plan, the Customer is required to sign a term plan agreement.
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SECTION 2 – RULES AND REGULATIONS  
Service Commission

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## 2.26 Agreements, Proposals, and Warranties

2.26.1 The applicable terms, rates, and conditions specified in this Tariff, before or after subscription, constitute the only agreement between the parties with respect to Service(s) to which the Customer has subscribed, or desires to subscribe. Statements (whether written or oral) may have been made about the Service(s) specified in this Tariff. Such statements, however, do not constitute warranties, shall not be relied upon by the Customer, and are not part of the parties relationship. All prior agreements, proposals, representations, or understandings, concerning the Service(s) are also deemed superseded upon the Customer's subscription. The applicable Tariff sections constitute the complete and exclusive expression of the parties' relationship. These Tariff provisions may only be modified by: (1) a subsequent Tariff filing, or (2) a written agreement, signed by an authorized Company representative, which identifies both the Tariff provisions being modified or superseded, if applicable, and the specific nature of the change.

2.26.2 All implied warranties, including the implied warranty of merchantability, are disclaimed. The Company does not warrant that the Service(s) are fit for the particular purpose of the Customer. The Company makes no warranties with respect to the Service(s) other than the Service(s) will conform to the description contained in the Tariff. Further Company liability will be such as described in Section 2.3 of this Tariff.

Missouri Public  
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Peter J. Salzano (N)

CEO (N)

550 Broad Street, 3<sup>rd</sup> Floor (N)

Newark, New Jersey 07102 (N)

REC'D NOV 25 2003

NorVergence, Inc.

PSC Mo.- No.1

Original Sheet No. 74  
Service Commission

## SECTION 2 - RULES AND REGULATIONS

## 2.26 Agreements, Proposals, and Warranties

2.26.1 The applicable terms, rates, and conditions specified in this Tariff, before or after subscription, constitute the only agreement between the parties with respect to Service(s) to which the Customer has subscribed, or desires to subscribe. Statements (whether written or oral) may have been made about the Service(s) specified in this Tariff. Such statements, however, do not constitute warranties, shall not be relied upon by the Customer, and are not part of the parties relationship. All prior agreements, proposals, representations, or understandings, concerning the Service(s) are also deemed superseded upon the Customer's subscription. The applicable Tariff sections constitute the complete and exclusive expression of the parties' relationship. These Tariff provisions may only be modified by: (1) a subsequent Tariff filing, or (2) a written agreement, signed by an authorized Company representative, which identifies both the Tariff provisions being modified or superseded, if applicable, and the specific nature of the change.

2.26.2 All implied warranties, including the implied warranty of merchantability, are disclaimed. The Company does not warrant that the Service(s) are fit for the particular purpose of the Customer. The Company makes no warranties with respect to the Service(s) other than the Service(s) will conform to the description contained in the Tariff. Further Company liability will be such as described in Section 2.3 of this Tariff.

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Public Service Commission  
MISSOURIMissouri Public  
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Canceling Original Sheet No. 75

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SECTION 2 – RULES AND REGULATIONS  
Service Commission

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## 2.27 Toll Free Service

2.27.1 The Company will accept a Customer's or Applicant's request for a particular Toll Free Number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the Toll Free Number will be made prior to the initiation of Service to the Customer. Assignment of the Toll Free Number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active Toll Free Number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer A Toll Free Number to another person, the Company may refuse to establish Service. If a Customer's Toll Free Number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the Toll Free Number, the Company, may upon written notice, discontinue Service.

2.27.2 The availability of toll-free numbers from the Company is limited by the Company's ability to obtain toll-free numbers from the DUC and/or the 800 SMS Database.

2.27.3 If a Customer owes an outstanding balance (30 days or more) to the Company at the time of cancellation of Toll Free Service, then the Customer's Toll Free Number shall not be released to another long distance carrier or Resp Org until such time as all charges are paid in full and all disputes, if any, resolved.

2.27.4 The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of Toll Free Service, this also applies to third parties who dial the Customer's Toll Free Number by mistake. Compensation for any injury the Customer may suffer due to the fault of others than the Company must be sought from such other parties.

Missouri Public  
Service Commission

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

REC'D NOV 25 2003

NorVergence, Inc.

PSC Mo.- No.1

Original Sheet No. 75  
Service Commission**SECTION 2 - RULES AND REGULATIONS****2.27 Toll Free Service**

2.27.1 The Company will accept a Customer's or Applicant's request for a particular Toll Free Number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the Toll Free Number will be made prior to the initiation of Service to the Customer. Assignment of the Toll Free Number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active Toll Free Number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer A Toll Free Number to another person, the Company may refuse to establish Service. If a Customer's Toll Free Number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the Toll Free Number, the Company, may upon written notice, discontinue Service.

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2.27.4 The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of Toll Free Service, this also applies to third parties who dial the Customer's Toll Free Number by mistake. Compensation for any injury the Customer may suffer due to the fault of others than the Company must be sought from such other parties.

**CANCELLED**

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## SECTION 2 – RULES AND REGULATIONS

REC'D APR 02 2004

## 2.27 Toll Free Service (continued)

## Service Commission

2.27.5 The Company does not guarantee the availability of any Toll Free Number(s) or the commencement of Toll Free Service within any interval. Where the Company's Toll Free Service is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's Service order, or the Customer is provided with a number or numbers other than the one(s) requested by the Customer and accepted by the Company and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual and direct monetary damages incurred and proved by the Customer as the direct result of such failure or failures (but not including indirect, special, consequential, punitive or exemplary damages or loss of profits of any kind, or (b) the sum of \$100.00.

2.27.6 A Customer of Toll Free Service will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage. Company reserves the right to request traffic data which dependent on the forecast may delay Service due to the addition of facilities.

2.20.7 If a Customer of Toll Free Service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company will give the Customer five (5) days' written notice by first class U.S. mail of intent to suspend or deny Service due to such non-compliance.

2.20.8 The Company reserves the right to require Customer(s) requesting Toll Free Service to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.

Missouri Public  
Service Commission

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Peter J. Salzano (N)  
CEO (N)550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

REC'D NOV 25 2003

NorVergence, Inc.

PSC Mo.- No.1

Original Sheet No. 76

**Service Commission****SECTION 2 – RULES AND REGULATIONS****2.27 Toll Free Service (continued)**

2.27.5 The Company does not guarantee the availability of any Toll Free Number(s) or the commencement of Toll Free Service within any interval. Where the Company's Toll Free Service is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's Service order, or the Customer is provided with a number or numbers other than the one(s) requested by the Customer and accepted by the Company and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual and direct monetary damages incurred and proved by the Customer as the direct result of such failure or failures (but not including indirect, special, consequential, punitive or exemplary damages or loss of profits of any kind, or (b) the sum of \$100.00.

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SECTION 2 – RULES AND REGULATIONS

Missouri Public

2.28 Changes to Service Offerings.

The Company reserves the right to add, change, or delete underlying carriers at any time.

REC'D APR 02 2004

Service Commission

2.29 Promotional Offerings

The company will, from time to time, offer one or more of the following promotions to its Customers waiving or reducing certain rates, charges, fees, or penalties in response to media advertising, direct mail solicitation, telemarketing and/or direct sales presentations. These promotional offerings will be available to Customers who subscribe to one of the Services contained in this Tariff. The promotional offerings may contain a requirement that the Customer remain subscribed to a particular Service for a specified term. Promotions are subject to the prior approval of the Missouri PSC.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

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NorVergence, Inc.

PSC Mo.- No.1

Original Sheet No. 77

Service Commission

SECTION 2 - RULES AND REGULATIONS

2.28 Changes to Service Offerings.

The Company reserves the right to add, change, or delete underlying carriers at any time.

2.29 Promotional Offerings

The company will, from time to time, offer one or more of the following promotions to its Customers waiving or reducing certain rates, charges, fees, or penalties in response to media advertising, direct mail solicitation, telemarketing and/or direct sales presentations. These promotional offerings will be available to Customers who subscribe to one of the Services contained in this Tariff. The promotional offerings may contain a requirement that the Customer remain subscribed to a particular Service for a specified term. Promotions are subject to the prior approval of the Missouri PSC.

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Canceling Original Sheet No. 78

## SECTION 3 – DESCRIPTION OF SERVICES

## Service Commission

## 3.1 Service Offerings

(T)

Unless otherwise stated in the Tariff, the method of provisioning a specific Service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound Services are only available in equal access areas. All Services are interstate Services with the Customer having the option to use the Service to place intrastate calls. The Company's rate plans are offered based on the Customer's SCP. For the purpose of the selection of the Service and associated billing plan, the Service and billing plan selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer.

## 3.2 Integrated Voice and Data Service

Integrated Voice and Data Service is an inbound and outbound customized business telecommunication Service designed to provide a unified Service for single or multi-location Business Customers. Customers who subscribe to this service must designate the Company as the presubscribed carrier for intraLATA and interLATA calling concurrent with enrollment in this Service. This Service offers the Business Customer telecommunications services as a bundle or package, combining unlimited intraLATA toll, intrastate and interstate long distance, Toll Free Service; and non-regulated services. The Company determines the DUC. The Company reserves the right to adjust a Customer's service upon appropriate Customer notification. Customers subscribing to this Service must commit to a Service Commitment Period. Early termination fees as set forth in Section 2.25 apply if the Customer cancels Service prior to the end of the Service Commitment Period. The rates set forth in Section 4 for this service are for the intrastate long distance services only.

(T)

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Peter J. Salzano (N)  
CEO (N)550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

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NorVergence, Inc.

PSC Mo.- No.1

Original Sheet No. 78

**Service Commission****SECTION 3 - DESCRIPTION OF SERVICES****3.1 Service Offerings**

Unless otherwise stated in the Tariff, the method of provisioning a specific Service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound Services are only available in equal access areas. All Services are interstate Services with the Customer having the option to use the Service to place intrastate calls. The Company's rate plans are offered based on the Customer's SCP. For the purpose of the selection of the Service and associated billing plan, the Service and billing plan selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer.

**3.2 Integrated Voice and Data Service**

Integrated Voice and Data Service is an outbound customized business telecommunication Service designed to provide a unified Service for single or multi-location Business Customers. Customers who subscribe to this service must designate the Company as the presubscribed carrier for local, intraLATA and interLATA calling concurrent with enrollment in this Service. This Service offers the Business Customer telecommunications services as a bundle or package, combining unlimited local exchange service; intraLATA toll, intrastate and interstate long distance and Toll Free Service; and non-regulated services. The Company determines the DUC. The Company reserves the right to adjust a Customer's service upon appropriate Customer notification. Customers subscribing to this Service must commit to a Service Commitment Period. Early termination fees as set forth in Section 2.25 apply if the Customer cancels Service prior to the end of the Service Commitment Period.

**CANCELLED**

MAY 03 2004  
By *(Signature)*  
Public Service Commission  
MISSOURI

Missouri Public  
Service Commission  
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## SECTION 3 - DESCRIPTION OF SERVICES

## 3.3 Directory Assistance

REC'D APR 02 2004

Directory Assistance is available to the Company's presubscribed Customers. <sup>Service Commission</sup>  
Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

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NorVergence, Inc.

PSC Mo.- No.1

Original Sheet No. 79  
Service Commission

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.3 Directory Assistance**

Directory Assistance is available to the Company's presubscribed Customers. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

**CANCELLED**

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b, 1547579  
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SECTION 5 - PROMOTIONS

REC'D APR 02 2004

4.1 General

Rates for Service may vary by call type and/or term commitments. Monthly fees and installation charges may apply. Call timing is defined in the description for each service. Service is available 24 hours per day, 7 days per week.

4.2 Directory Assistance

Per Call Rate: \$1.95

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

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NorVergence, Inc.

PSC Mo.- No.1

Original Sheet No. 80  
Service Commission

SECTION 4 - RATES AND CHARGES

4.1 General

Rates for Service may vary by call type and/or term commitments. Monthly fees and installation charges may apply. Call timing is defined in the description for each service. Service is available 24 hours per day, 7 days per week.

4.2 Directory Assistance

Per Call Rate: \$1.95

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## SECTION 5 - PROMOTIONS

## 4.3 Integrated Voice and Data Service

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Service Commission (I)

	Service Option	Service Commitment Period	MRC
4.1.1	Option 1	1 month	\$155.25
4.1.2	Option 2	3 months	\$150.75
4.1.3	Option 3	6 months	\$144.00
4.1.4	Option 4	9 month	\$137.25
4.1.5	Option 5	12 months	\$130.50
4.1.6	Option 6	15 months	\$123.75
4.1.7	Option 7	18 months	\$117.00
4.1.8	Option 8	21 months	\$110.25
4.1.9	Option 9	24 months	\$103.50
4.1.10	Option 10	27 months	\$ 96.75
4.1.11	Option 11	30 months	\$ 90.00
4.1.12	Option 12	33 months	\$ 83.25
4.1.13	Option 13	36 months	\$ 76.50
4.1.14	Option 14	39 months	\$ 69.75
4.1.15	Option 15	42 months	\$ 63.00
4.1.16	Option 16	45 months	\$ 56.25
4.1.17	Option 17	48 months	\$ 49.50
4.1.18	Option 18	51 months	\$ 42.75
4.1.19	Option 19	54 months	\$ 36.00
4.1.20	Option 20	57 months	\$ 29.25
4.1.21	Option 21	60 months	\$ 22.50

(I)

Missouri Public  
Service Commission

FILED MAY 03 2004

Issued: April 2, 2004

Effective: May 3, 2004

Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

REC'D NOV 25 2003

## Service Commission

NorVergence, Inc.

PSC Mo.- No.1

Original Sheet No. 81

## SECTION 4 - RATES AND CHARGES

## 4.3 Integrated Voice and Data Service

	Service Option	Service Commitment Period	MRC
4.1.1	Option 1	1 month	\$103.50
4.1.2	Option 2	3 months	\$ 50.25
4.1.3	Option 3	6 months	\$ 48.00
4.1.4	Option 4	9 month	\$ 45.75
4.1.5	Option 5	12 months	\$ 43.50
4.1.6	Option 6	15 months	\$ 41.25
4.1.7	Option 7	18 months	\$ 39.00
4.1.8	Option 8	21 months	\$ 36.75
4.1.9	Option 9	24 months	\$ 34.50
4.1.10	Option 10	27 months	\$ 32.25
4.1.11	Option 11	30 months	\$ 30.00
4.1.12	Option 12	33 months	\$ 27.75
4.1.13	Option 13	36 months	\$ 25.50
4.1.14	Option 14	39 months	\$ 23.25
4.1.15	Option 15	42 months	\$ 21.00
4.1.16	Option 16	45 months	\$ 18.75
4.1.17	Option 17	48 months	\$ 16.50
4.1.18	Option 18	51 months	\$ 14.25
4.1.19	Option 19	54 months	\$ 12.00
4.1.20	Option 20	57 months	\$ 9.75
4.1.21	Option 21	60 months	\$ 7.50

CANCELLED

MAY 03 2004  
 By *SHS 81*  
 Public Service Commission  
 MISSOURI

Missouri Public  
 Service Commission  
*LA-2004-0236*  
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SECTION 5 - PROMOTIONS

RECD APR 02 2004

4.4 Miscellaneous Charges

Service Commission

4.4.1 To the extent that a municipality, other political subdivision or local agency of government, state or federal Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

4.4.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

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Service Commission

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
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**SECTION 4 - RATES AND CHARGES**

REC'D NOV 25 2003

**4.4 Miscellaneous Charges****Service Commission**

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**CANCELLED**

MAY 03 2004

by 154PS82  
Public Service Commission  
MISSOURI**Missouri Public  
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LA-2004-0236  
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## SECTION 5 - PROMOTIONS

Missouri Public

## 4.4 Miscellaneous Charges (continued)

REC'D APR 02 2004

## 4.4.3 Public Pay Telephone Surcharge

Service Commission

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a Customer's toll free numbers and/or Calling Cards, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.30 per call for all such traffic.

## 4.4.4 Return Check Charge

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$25.00.

Missouri Public  
Service Commission

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Peter J. Salzano (N)  
CEO (N)  
550 Broad Street, 3<sup>rd</sup> Floor (N)  
Newark, New Jersey 07102 (N)

## SECTION 4 - RATES AND CHARGES

**Missouri Public**

## 4.4 Miscellaneous Charges (continued)

REC'D NOV 25 2003

## 4.4.3 Public Pay Telephone Surcharge

**Service Commission**

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**CANCELLED**

MAY 03 2004  
By *ISRS83*  
Public Service Commission  
MISSOURI

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