

Missouri Public
Service Commission

REC'D JUL 26 2000

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF DEDICATED SERVICES
FOR CONNECTION TO PUBLIC AND PRIVATE
COMMUNICATIONS FACILITIES WITHIN
THE STATE OF MISSOURI

This tariff applies to the Dedicated Access Services furnished by Looking Glass Networks, Inc. between one or more points in the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 18 W. 140 Butterfield Rd., 16th Floor, Oakbrook Terrace, IL 60181.

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LIST OF WAIVED STATUTES AND REGULATIONS

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The Missouri Public Service Commission in its order in the case of *In the Matter of the Application of Looking Glass Networks, Inc. for a Certificate of Authority to Provide Competitive Interexchange Intrastate Telecommunications Services within the State of Missouri*, Case No. TA-2001-55, waived the following statutes and regulations:

Statutes

392.210.2	--	Uniform System of Accounts
392.240(1)	--	Rate Making
392.270	--	Valuation of Property (Rate Making)
392.280	--	Depreciation Accounts
392.290	--	Issuance of Securities
392.310	--	Stock and Debt Issuance
392.320	--	Stock Dividend Payment
392.330 RSMo.		
Supp. 1999	--	Issuance of Securities, Debts & Notes
392.340	--	Reorganization(s)

Commission Rules

4 CSR 240-10.020	--	Depreciation Fund Income
4 CSR 240-30.010(2)(c)	--	Rate Schedules
4 CSR 240-30.040	--	Uniform System of Accounts
4 CSR 240-33.030	--	Minimum Charges Rule
4 CSR 240-35	--	Bypass

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SECTION 1 - 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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SECTION 2 - DEFINITIONS

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Certain terms used generally throughout this tariff are described below. REC'D JUL 26 2000

Advance Payment

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

Access Services

The Company's interstate telephone services offered pursuant to this tariff.

Authorized User

A person, firm or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

Commission

The Missouri Public Service Commission.

Company or LGN

The term "Company" denotes Looking Glass Networks, Inc..

Customer

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

Dedicated or Private Line

A facility or equipment system or subsystem set aside for the sole use of a specific customer.

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SECTION 2 - DEFINITIONS (Cont'd)

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End User or User

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

ICB or Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

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 F.C.C. No. 4.

Network

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

On-net

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

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SECTION 2 - DEFINITIONS (Cont'd)

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Service Commencement Date

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

Service Order

The written request for dedicated 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. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

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

SONET or Synchronous Optical Network

A family of fiber-optic transmission rates from 51.84 Mbps to 13.22 Gbps. SONET is an optical interface standard that allows internetworking of transmission products from multiple vendors.

User

A customer, joint user, or any other person authorized by a customer to use service provided under this tariff.

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SECTION 3 - APPLICATION OF TARIFF

3.1 This Tariff applies to intrastate private line service supplied to Business Customers.

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This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Missouri.

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SECTION 4 - REGULATIONS

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4.1 Undertaking of the Company

4.1.1. Scope

The Company undertakes to furnish dedicated services in accordance with the terms and conditions set forth in this Tariff.

4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

4.1.3 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) In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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SECTION 4 - REGULATIONS (Cont'd)

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4.1 Undertaking of the Company (Cont'd)

4.1.3 Terms and Conditions (Cont'd)

- D) This Tariff shall be interpreted and governed by the laws of the State of Missouri regardless of its choice of laws provision.

4.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, misrepresentations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

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SECTION 4 - REGULATIONS (Cont'd)

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4.1 Undertaking of the Company (Cont'd)

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4.1.4 Limitations on Liability (Cont'd).

- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D) The Company shall not be liable for any claims for loss or damages involving:
 - 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

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SECTION 4 - REGULATIONS (Cont'd)

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4.1 Undertaking of the Company (Cont'd)

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4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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SECTION 4 - REGULATIONS (Cont'd)

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4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 10) Any noncompletion of calls due to network busy conditions;
- 11) Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 4 - REGULATIONS (Cont'd)

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4.1 Undertaking of the Company (Cont'd)

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4.1.4 Limitations on Liability (Cont'd)

- E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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SECTION 4 - REGULATIONS (Cont'd)

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4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 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.

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SECTION 4 - REGULATIONS (Cont'd)

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4.1 Undertaking of the Company (Cont'd)

4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the customer for the period during which the Company makes such tests, adjustments, or inspections.

4.1.6 Provision of Equipment and Facilities

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or

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4.1 Undertaking of the Company (Cont'd)

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4.1.6 Provision of Equipment and Facilities (Cont'd)

B) (Cont'd)

- 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

4.1.7 Special Construction

Subject to the arrangement 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;

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4.1 Undertaking of the Company (Cont'd)

4.1.7 Special Construction

- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

Special construction charges will be determined as described herein.

4.1.8 Ownership of Facilities

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

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SECTION 4 - REGULATIONS (Cont'd)

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4.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access Services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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SECTION 4 - REGULATIONS (Cont'd)

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4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

4.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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SECTION 4 - REGULATIONS (Cont'd)

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4.3 Obligations of the Customer (Cont'd)

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4.3.2 Liability of the Customer (Cont'd)

- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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4.4 Customer Equipment and Channels

4.4.1 Interconnection of Facilities

- A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

4.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

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4.4 Customer Equipment and Channels (Cont'd)

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4.4.2 Inspections (Cont'd)

- B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

4.4.3 Station Equipment

- A) Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.

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4.4 Customer Equipment and Channels (Cont'd)

4.4.3 Station Equipment (Cont'd)

- B) The Customer or other authorized user 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.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

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4.5 Customer Deposits and Advance Payments4.5.1 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 up to two months of estimated monthly usage charges. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

4.5.2 Deposits

- A) To safeguard its interests, the Company may require the 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) three months' charges for a service or facility which 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 which 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.

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4.5 Customer Deposits and Advance Payments (Cont'd)

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4.5.2 Deposits (Cont'd)

- 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. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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4.6 Payment Arrangements

4.6.1 Payment for Service

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

A) Taxes and Surcharges

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

4.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

A) Non-recurring charges are due and payable within 30 days after the date of the invoice.

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 date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

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4.6 Payment Arrangements (Cont'd)

4.6.2 Billing and Collection of Charges (Cont'd)

- 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 day 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.

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4.6 Payment Arrangements (Cont'd)

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4.6.2 Billing and Collection of Charges (Cont'd)

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
- 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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4.6 Payment Arrangements (Cont'd)

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4.6.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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4.6 Payment Arrangements (Cont'd)

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4.6.3 Billing Disputes (Cont'd)

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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4.6 Payment Arrangements (Cont'd)

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4.6.3 Billing Disputes (Cont'd)

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Missouri Public Service Commission
200 Madison Street
Governor's Office Building
Consumer Services 8th Floor
P.O. Box 360
Jefferson City, MO 65102.

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4.6 Payment Arrangements (Cont'd)

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4.6.4 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 30 days prior written notice to the Customer and the Authority, 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 and the Authority, 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.

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4.6 Payment Arrangements (Cont'd)

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4.6.4 Discontinuance of Service for Cause (Cont'd)

- F) In the event of fraudulent use of the Company's Network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G) Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

4.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

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4.6 Payment Arrangements (Cont'd)4.6.6 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

4.6.7 Cancellation of Application for Service

- (A) The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring service charge.
- (B) Out of pocket expenses include but are not limited to 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.

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4.7 Allowances for Interruptions in Service

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4.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

4.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;

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4.7 Allowances for Interruptions in Service (Cont'd)

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4.7.2 Limitations of Allowances (Cont'd)

- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) 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;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

4.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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4.7 Allowances for Interruptions in Service (Cont'd)

4.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. 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.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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4.7.4 Application of Credits for Interruptions in Service (Cont'd)D) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 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 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E) Continuous 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 three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

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4.7 Allowances for Interruptions in Service (Cont'd)

4.7.5 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 which has been subject to the outage or cumulative service credits.

4.7.6 Cancellation of Service/Termination Liability

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, Customer agrees to pay to Company termination liability charges, which are 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 this Tariff.

4.7.7 Termination Liability

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

- 1) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;

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4.7 Allowances for Interruptions in Service (Cont'd)

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4.7.7 Termination Liability (Cont'd)

- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- 3) all Recurring Charges specified in the applicable Service Order 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;
- 4) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

4.8 Customer Liability for Unauthorized Use of the Network

4.8.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

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4.8 Customer Liability for Unauthorized Use of the Network (Cont'd)

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4.8.1 Unauthorized Use of the Network (Cont'd)

- B) The following activities constitute fraudulent use:
- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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4.8 Customer Liability for Unauthorized Use of the Network (Cont'd)

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4.8.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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SECTION 5 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS

5.1 Dedicated Access Service

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5.1.1 Digital Data Service

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A digital data service provides the duplex four-wire transmission of synchronous serial data at rates ranging from 2.4 Kbps to 64 Kbps.

5.1.2 High Capacity Service - DS1

A high capacity service is for the transmission of synchronous serial data at 1.544 Mbps or 2.048 Mbps. Intermediate Bit Rate channels in multiple increments of either 56 kbps or 64 kbps up to 1.544 Mbps are also available.

5.1.3 Very High Capacity Service - DS3

A very high capacity service is for transmission of synchronous serial data at 44.736 Mbps or higher.

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SECTION 5 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

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5.2 Individual Case Basis Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on an Individual Case Basis (ICB). The terms and conditions of each ICB offering are subject to the agreement of both the Customer and the Company. Such ICB offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to ICB arrangements, with respect to services within the scope of the ICB contract. The rates provided under such contract offerings are listed in the attached appendices.

Rates for private line and Centrex services will be made available to customers in a non-discriminatory manner. Rates for local exchange dedicated access, private line, non-switched services and Centrex services will be determined on an ICB. ICB rates will be structured to recover the Company's cost of providing the service(s) and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

Rates and terms for services that the company offers to customers may vary depending on a number of factors, which may include:

- length of circuit(s)
- volume and/or term commitments
- varying equipment types and configurations
- type of service(s)
- cost differences (labor, taxes, fees paid to LEC for interconnection, etc.)
- customer-specific billing arrangements
- other miscellaneous fees and charges (e.g. rights of way charges, franchise fees and building rights of way costs, etc.)
- market conditions and/or competitive considerations
- availability of existing LGN facilities

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SECTION 5 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

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5.3 Frame Transport Service (FTS)

- 5.3.1 Frame Transport Service (FTS) is a high-speed, statistically multiplexed data communications service that permits the transmission of data between a customer's geographically dispersed locations. FTS facilitates the exchange of variable length information units (frames) between end user connections (ports) by way of assigned virtual connections. Each frame is passed through the network with an address that specifies the virtual connection. FTS offers access at the following high capacity port speeds: 56/64 kbps, 128 kbps, 256 kbps, 512 kbps, 1.536 Mbps and up to 6 Mbps. FTS is offered where LGN facilities exist.
- 5.3.2 If it is necessary to construct facilities to satisfy service requests at other locations, it may be provided on an individual case basis
- 5.3.3 Data communication between FTS ports is provided over dedicated software-defined connections with addresses identified by Data Link Connection Identifiers (DLCIs). The DLCIs identify the destination address information and route the customer's data over a communications path called a permanent virtual circuit (PVC). PVCs are bi-directional channels that define end-to-end service for a specific path for data sent by the customer from one site location to another. Multiple PVCs can be established from one port to others over the ATM network. A separate PVC must be established to each site location that the customer desires to transport data.

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SECTION 5 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS(Cont'd)

REC'D JUL 26 2000

5.3 Frame Transport Service (FTS) (Cont'd)

- 5.3.4 Since all PVCs need to be in use at the same time, it is possible for the total bandwidth of all PVCs associated with one FTS access line to exceed the bandwidth access line. This relationship is referred to as over-subscription and when this occurs, there can be no guarantee that the bandwidth defined for that PVC will be available at any point in time. A PVC must be associated with at least one FTS port. A single FTS port can be associated with multiple PVCs.
- 5.3.5 The Company's FTS complies to the frame relay standards approved by the American National Standards Institute (ANSI) and the International Telecommunications Union (ITU), formerly CCITT (Consultive Committee International Telephone and Telegraph). Customer provided equipment must comply with the same.

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SECTION 5 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

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5.3 Frame Transport Service (FTS) (Cont'd)

5.3.6 Service Parameters including terms and rate elements are established on an Individual Contract Basis(ICBs). The ICBs are reflected in the tariff using the following variable service parameters.

(A) Contract Number

(B) Service Description:

L = Low Speed Access of 56 Kbps
M = Medium Speed Access over 56 Kbps
up to, but not including 1.536 Mbps
H = High Speed Access of 1.536 Mbps
V = Very High Access over 1.536 Mbps
up to 6 Mbps

(C) Contract Terms

(D) Number of Customer Locations

(E) Service Class:

1 = On-Net Building
2 = On-Net City
3 = Off-Net Building
4 = Network to Network Interface

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SECTION 5 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.3 Frame Transport Service (FTS) (Cont'd)Missouri Public
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5.3.6 (Cont'd)

(F) Service Delivery Zone

1 = Eastern Time Zone

(G) Monthly Rate Package

5.3.7 Rates

Rates charges for the following services, which may include optional features and functions, will not exceed the amounts listed below.

5.3.7 (A)

Port Speed Rate

MRR

Low Speed	\$165.00
Medium Speed	\$675.00
High Speed	\$1,440.00
Very High Speed	\$5,000.00

PVC Rate

MRR

Low Speed	\$352.00
Medium Speed	\$2,603.00
High Speed	\$5,479.00
Very High Speed	\$19,000.00

5.3.7 (B)

FTS nonrecurring rate is \$1,000.00 per site

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SECTION 5 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

REC'D JUL 26 2000

5.4 Looking Glass Private Line Access Service

Looking Glass Private Line Access Service is a point-to-point and multi-point service which provides customers access to private telecommunications networks, wide area networks, connections with information service providers and interexchange carriers who transport interstate traffic.

5.4.1 Looking Glass Private Line Access Service is available at varying transmission speeds as follows:

5.4.1.1 Digital Data Service: Digital data service provides the duplex four-wire transmission of synchronous serial data at rates ranging from 2.4 to 64 kbps (DSO).

5.4.1.2 High Capacity Service (DS-1): High capacity service provides transmission of synchronous serial data at speeds of 1.544 or 2.048 Mbps -Transmission of intermediate bit rate channels in multiple increments of either 56 or 64 kbps up to 1.544 Mbps is also available.

5.4.1.3 Very High Capacity Service (DS-3): Very high capacity service provides transmission of synchronous serial data at speeds of 44.736 Mbps or faster.

5.4.1.4 Looking Glass Private Line SONET Service: Looking Glass Private Line SONET Service, provides transmission of data at speeds of 155 Mbps or higher through an optical signal on the Synchronous Optical Network (SONET) in Type 1 network configurations. OC3 (155 Mbps) and OC12 (622 Mbps) speeds are available in either concatenated or channelized configurations. OC48 (2.5 Gbps) is available in channelized form.

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5.4 Looking Glass Private Line Access Service (Cont'd)

5.4.2 Looking Glass Private Line Digital Service Level Guarantee (SLG)

The Looking Glass Private Line Digital Service Level Guarantee (SLG) applies to Digital Data Service (DS-0), High Capacity Service (DS-1), and Very High Capacity Service (DS-3) circuits which are ordered on or after September 25, 1999, with a term commitment of at least one year. Customers will be eligible to receive special credit allowances for failure by the Company to satisfy two Performance Standards: "Service Availability" and "Mean Time to Repair (MTTR)".

Definitions: For purposes of this SLG, the following definitions apply:

- Mean Time to Repair (MTTR): MTTR is the period of time commencing with the date and time the Customer first informs the Company of a circuit Service Outage (i.e. opens a "Trouble Ticket") and ending on the date and time that service on that circuit is restored.
- Service Availability. Service Availability is the total number of minutes in a monthly billing period during which service on that circuit is available for use by the Customer, divided by the total number of minutes in that monthly billing period. For the purposes of this SLG, Service Availability will be calculated by taking into account the time between the initiation of a Trouble Ticket for a Service Outage and reductions in time for factors or conditions that are not the Company's service responsibility.

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5.4 Looking Glass Private Line Access Service (Cont'd)

5.4.2 Looking Glass Private Line Digital Service Level Guarantee (SLG)
(Cont'd)

Definitions: (Cont'd)

- ☐ Service Outage: An unscheduled period of time when service is unavailable for use by the Customer. A Service Outage is defined as 60 or more seconds of service unavailability within a 15-minute period measured by the Company. A Service Outage may occur as a result of the Company's failure to meet its performance obligations or for factors or conditions that are not the Company's service responsibility, including those specified in the "Exclusions" section below.
- ☐ Trouble Ticket: The result of reporting by a Customer to the Company of a perceived Service Outage.

Qualifications:

To be eligible to receive an SLG credit for a Service Outage, a Customer must: (i) initiate a Trouble Ticket within four hours of first learning of an Outage; and, (ii) make a written request for SLG credit to the Company within five days of initiating the Trouble Ticket. When making an SLG credit request, the Customer must provide the Company with the following information: (1) the Trouble Ticket number, (2) the date and time the Trouble Ticket was initiated; and (3) the circuit ID number for each circuit that experienced the Service Outage.

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SECTION 5 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

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5.4 Looking Glass Private Line Access Service (Cont'd)

5.4.2 Looking Glass Private Line Digital Service Level Guarantee (SLG)
(Cont'd)

Service Level Guarantees:

Service Availability: The SLG for a Type 1 network configuration service is 100 percent. The SLG for a Type 2 or a Type 3 network configuration service is 99.8 percent.

Mean Time to Re-pair (MTTR): The SLG for a Type 1 network configuration service is 2 hours. The SLG for a Type 2 or a Type 3 network configuration service is 4 hours.

To determine whether the SLG has been satisfied, a monthly "11MTTR circuit average" will be determined by dividing the cumulative length of service outages for a circuit by the total number of Trouble Tickets opened during a monthly billing period for the circuit.

Credits: During any monthly billing period in which the Company fails to meet an SLG for a circuit, the Customer will receive credit for that circuit, as follows:

- For a one month failure, the Company will provide a credit equal to 5 percent of the monthly recurring circuit charges, after application of all discounts.
- For a failure of two consecutive months, the Company will provide a credit equal to 10 percent of the monthly recurring circuit charges, after application of all discounts, for the second month.

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5.4 Looking Glass Private Line Access Service (Cont'd)

5.4.2 Looking Glass Private Line Digital Service Level Guarantee (SLG)
(Cont'd)

Credits: (Cont'd)

- For a failure of three consecutive months, either: (1) the Company will provide a credit equal to 15 percent of the monthly recurring circuit charges, after application of all discounts, for the third month and each consecutive month thereafter that the Customer remains subscribed to the circuit and the Company fails to satisfy the SLG; or (2) the Customer may terminate service for that circuit without incurring termination liability, except for charges incurred prior to service termination ' provided that the Customer notifies the Company in writing of its intent to terminate the circuit no later than 30 days after the conclusion of the third month or any consecutive month thereafter. For a failure of three consecutive months or more, the Company, upon written notice to a Customer, may terminate its performance obligations under this SLG, which will result in the application to circuit performance of the credit outage allowance provisions contained in section 2.6.1.3.

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5.4 Looking Glass Private Line Access Service (Cont'd)

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5.4.2 Looking Glass Private Line Digital Service Level Guarantee (SLG)
(Cont'd)

Exclusions: Service Availability and MTTR SLG calculations will not include time during which a Service Outage results from any one or more of the following:

- ☐ Scheduled service maintenance.
- ☐ Labor strikes affecting service.
- ☐ *Force majeure* events beyond the reasonable control of the Company (including, but not limited to, acts of God, government regulation, and national emergency).
- ☐ Service Outages attributable to the installation of a new circuit.
- ☐ Service Outages attributable to: customer premises equipment (CPE); any third party equipment other than equipment furnished by LECs as part of their access services; or any Customer application on a covered circuit.
- ☐ Any act or omission on the part of the Customer, its contractors, agents or vendors, including any refusal to release the circuit to the Company for maintenance, testing or repair.

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5.4 Looking Glass Private Line Access Service (Cont'd)

5.4.3 Looking Glass Private Line SONET Service Level Guarantee (SLG)

The Looking Glass Private Line SONET Service Level Guarantee (SLG) applies to Looking Glass Private Line SONET Service circuits which are ordered on or after May 5, 2000, with a term commitment of at least one year. Customers will be eligible to receive special credit allowances for failure by the Company to satisfy two Performance Standards: "Service Availability" and "Mean Time to Repair (MTTR)".

Definitions: For purposes of this SLG, the following definitions apply:

- Mean Time to Repair (MTTR): MTTR is the period of time commencing with the date and time the Customer first informs the Company of a circuit Service Outage (i.e. opens a "Trouble Ticket") and ending on the date and time that service on that circuit is restored.
- Service Availability Service Availability is the total number of minutes in a monthly billing period during which service on that circuit is available for use by the Customer, divided by the total number of minutes in that monthly billing period. For the purposes of this SLG, Service Availability will be calculated by taking into account the time between the initiation of a Trouble Ticket for a Service Outage and reductions in time for factors or conditions that are not the Company's service responsibility.

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5.4 Looking Glass Private Line Access Service (Cont'd)

5.4.3 Looking Glass Private Line SONET Service Level Guarantee (SLG)
(Cont'd)

Definitions: (Cont'd)

- ☐ Service Outage: An unscheduled period of time when service is unavailable for use by the Customer. A Service Outage is defined as 60 or more seconds of service unavailability within a 15-minute period measured by the Company. A Service Outage may occur as a result of the Company's failure to meet its performance obligations or for factors or conditions that are not the Company's service responsibility, including those specified in the "Exclusions" section below.
- ☐ Trouble Ticket: The result of reporting by a Customer to the Company of a perceived Service Outage.

Qualifications:

To be eligible to receive an SLG credit for a Service Outage, a Customer must: (i) initiate a Trouble Ticket within four hours of first learning of an Outage; and, (ii) make a written request for SLG credit to the Company within five days of initiating the Trouble Ticket. When making an SLG credit request the Customer must provide the Company with the following information: (1) the Trouble Ticket number-, (2) the date and time the Trouble Ticket was initiated; and (3) the circuit ID number for each circuit that experienced the Service Outage.

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5.4 Looking Glass Private Line Access Service (Cont'd)

5.4.3 Looking Glass Private Line SONET Service Level Guarantee. (SLG)
(Cont'd)

Service Level Guarantees:

Service Availability: The SLG is 100 percent.

Mean Time to Repair (MTTR) : The SLG is 2 hours.

To determine whether the SLG has been satisfied, a monthly 11MTTR circuit average" will be determined by dividing the cumulative length of service outages for a circuit by the total number of Trouble Tickets opened during a monthly billing period for the circuit.

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5.4 Looking Glass Private Line Access Service (Cont'd)

5.4.3 Looking Glass Private Line SONET Service Level Guarantee. (SLG)
(Cont'd)

Credits: During any monthly billing period in which the Company fails to meet an SLG for a circuit, the Customer will receive credit for that circuit, as follows:

- For a one month failure, the Company will provide a credit equal to 25 percent of the monthly recurring circuit charges, after application of all discounts.
- For a failure of two consecutive months, the Company will provide a credit equal to 50 percent of the monthly recurring circuit charges, after application of all discounts, for the second month.
- For a failure of three consecutive months, either: (1) the Company will provide a credit equal to 100 percent of the monthly recurring circuit charges, after application of all discounts, for the third month and each consecutive month thereafter that the Customer remains subscribed to the circuit and the Company fails to satisfy the SLG; or (2) the Customer may terminate service for that circuit without incurring termination liability, except for charges incurred prior to service termination, provided that the Customer notifies the Company in writing of its intent to terminate the circuit no later than 30 days after the conclusion of the third month or any consecutive month thereafter. For a failure of three consecutive months or more, the Company, upon written notice to a Customer, may terminate its performance obligations under this SLG, which will result in the application to circuit performance of the credit outage allowance provisions contained in section 2.6.1.3.

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5.4 Looking Glass Private Line Access Service (Cont'd)

5.4.3 Looking Glass Private Line SONET Service Level Guarantee (SLG)
(Cont'd)

Exclusions: Service Availability and MTTR SLG calculations Will not include time during which a Service Outage results from any one or more of the following:

- ☐ Scheduled service maintenance.
- ☐ Labor strikes affecting service.
- ☐ *Force majeure* events beyond the reasonable control of the Company (including, but not limited to, acts of God, government regulation, and national emergency).
- ☐ Service Outages attributable to the installation of a new circuit.
- ☐ Service Outages attributable to: customer premises equipment (CPE); any third party equipment other than equipment furnished by LECs as part of their access services; or any Customer application on a covered circuit.
- ☐ Any act or omission on the part of the Customer, its contractors, agents or vendors, including any refusal to release the circuit to the Company for maintenance, testing or repair.

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5.5 Dim Fiber

Dim Fiber is a service that permits the Customer to utilize a portion of Company's bandwidth in increments that are traditionally non-standard telephony bandwidths, such as 4 Mbps, 10 Mbps, 16 Mbps, or 100 Mbps. Dim Fiber service is offered only where facilities permit, and may be offered with custom multiplexing equipment or utilizing Customer provided equipment. Dim Fiber will be priced based on the capacity and the multiplexing services required. As Company may not provide the electronics, Company may not test and monitor the facilities.

When provided, the type of facility and the route of the facility will be determined by Company. When the Customer provides the electronics, Company makes no guarantee or warranty of the suitability of Dim Fiber for purposes intended by the Customer.

5.6 Dark Fiber

Dark Fiber facilities shall normally be installed using single mode, fiber optic facilities suitable for provisioning point-to-point communications, transmitting at Customer specified bandwidths. Multimode fiber, at the Customer's request, may be used depending upon facilities availability. These Dark Fiber facilities are available only where sufficient facilities are provided in Company's network, and charges will be provided on an ICB, as filed with the Commission. Dark Fiber will be offered in capacities of one strand and above, with the fiber terminating on a standard optical patch panel. As Company does not provide the electronics, Company cannot test and monitor the facilities. When available, pricing will be on a per strand per mile basis.

When provided, the type of facility and the route of the facility will be determined by Company. Company makes no guarantee or warranty of the suitability of Dark Fiber for purposes intended by the Customer.

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SECTION 6 - RATES & CHARGES6.1 Dedicated Access Services6.1.1 Digital Data ServiceMissouri Public
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DDS MONTHLYa. 2.4-9.6 Kbps \$113.46Each Add'l Mile

Over 0 to 8	\$3.18
Over 8 to 25	\$2.52
Over 25	\$2.40

b. 56 Kbps \$193.20Each Add'l Mile

Over 0 to 4	\$9.72
Over 4 to 8	\$6.66
Over 8	\$4.32

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6.1 Dedicated Access Services (Cont'd)6.1.2 High Capacity Service

<u>DS1</u>	<u>MONTHLY</u>	<u>NRC</u>
1.544 Mbps	\$ 270.00	\$ 682.80
1st Mile	\$ 120.00	
Each Add'l	\$ 60.00	
Multiplexing	ICB	

6.1.3 Very High Capacity Service

<u>DS3</u>	<u>MONTHLY</u>	<u>NRC</u>
44.736 Mbps	ICB	ICB
1st Mile	ICB	
Each Add'l	ICB	
Multiplexing	ICB	

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6.2 Nonrecurring Charge

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Nonrecurring charges will be charged on a time and materials basis.

6.3 Special Construction

6.3.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

6.3.2 Basis for Cost Computation

The costs referred to in 4.1.1 may include one or more of the following items to the extent that they are applicable:

- (a) cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - (1) equipment and materials provided or used,
 - (2) engineering, labor and supervision,
 - (3) transportation, and
 - (4) rights-of-way;
- (b) cost of maintenance;

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6.3.2 Basis for Cost Computation (Cont'd)

- (c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (d) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (e) license preparation, processing and related fees;
- (f) tariff preparation, processing and related fees;
- (g) any other identifiable costs related to the facilities provided; or
- (h) an amount for return and contingencies.

6.4 Service Calls

When a Customer reports trouble to the Company for clearance and no trouble is found in the LGN facilities, the Customer may be responsible for payment of a charge calculated from the time LGN personnel are dispatched to the Customer Premise until the work is completed.

6.4.1 Service Call Charge Rates

- 1. Normal LGN business hours..... \$100.00
for the first ½ hour
\$50.00 each add'l ½ hour

(Monday to Saturday 7:00 a.m. to 7:00 p.m., except LGN holidays)

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6.4 Service Calls

6.4.1 Service Call Charge Rates (Cont'd)

2. Off-Hour LGN business hours\$300.00
for the first ½ hour
\$75.00 each add'l ½ hour

(Monday to Saturday 7:00 p.m. to 7:00 a.m., except LGN
holidays)
3. Sundays and Holiday LGN business hours \$500.00
for the first ½ hour
\$125.00 each Add'l ½ hour

6.5 Looking Glass Private Line Access Service

Looking Glass Private Line Access Service pricing is based upon
the customer's network configuration as follows:

Type 1 access service is provided when the connections at each
end of a circuit are furnished via Company or Company-affiliate
facilities, and the circuit itself is furnished via Company or
Company-affiliate facilities.

Type 2 access service is provided when one connection on a
circuit is furnished via Company or Company-affiliate facilities,
and the other connection on a circuit is not furnished via Company
or Company- affiliate facilities. The circuit is furnished via
Company or Company-affiliate facilities.

Type 3 access service is provided when the connections at each
end of a circuit are not furnished via Company or Company-
affiliate facilities, but the circuit itself is furnished via Company or
Company-affiliate facilities.

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Type 4 access service is provided when the connections at each end of a circuit are not furnished via Company or Company-affiliate facilities, and the circuit itself is not furnished via Company or Company-affiliate facilities.

6.5.1 Monthly Recurring Charges

- A. Point-to-Point Products The following provisions apply to Digital Data Service, High Capacity Service (DS-1) and Very High Capacity Service (DS-3) provided on a Point to Point Service basis.

1. Full Bandwidth: The following definitions will apply for the calculations in this section only:

ILEC rate = {(2 X Channel Terminations) + Channel Mileage}

Off net rate = f (1 X Channel Termination) + Channel Mileage to Collocation + Cross Connect)

Monthly recurring charges for Full Bandwidth products are as follows:

Type 1: ILEC rate X .85

Type 2: MAXIMUM [(ILEC rate X .90) or (Offnet rate X 1.25)]

Type 3: MAXIMUM [(ILEC rate X .90) or (Location- specific Offnet rate) * 1.25]

Type 4: { \sum (Location-specific Offnet rate) * 1.25 }

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6.5.1 Monthly Recurring Charges (Cont'd)A. Point-to-Point Products.(Cont'd)1. Full Bandwidth: (Cont'd)Examples:

Channel Termination	=	\$200
Channel Mileage (fixed)	=	50
Channel Mileage (per mile)	=	15
Cross Connect	=	12

Example 1: Type 1, Channel Mileage = 5

$$\{ (2 \times \$200) + \$50 + (5 \times \$15) \} \times .85 = \$446.25$$

Example 2: Type 2, Channel Mileage = 10, Channel Mileage to Collocation = 6

$$\text{MAXIMUM } [(2 \times \$200) + \$50 + (10 \times \$15) \times .90$$

or

$$[\$200 + \$50 + (6 \times \$15) + \$12] \times 1.25 =$$

$$\text{MAXIMUM } (\$540 \text{ or } \$440) = \$540$$

Example 3: Type 3, Channel Mileage = 10, Channel Mileage to Collocation #1 = 4, Channel Mileage to Collocation #2 = 2

$$\text{MAXIMUM } [(2 \times \$200) + \$50 + (10 \times \$15) \times .90 \quad \text{or} \\ \{(2 \times \$200) + \{ \$50 + (4 \times \$15) + \$50 + (2 \times \$15) \} \times 1 + (2 \times \$12)\} \times 1.25] =$$

$$\text{MAXIMUM } (\$540 \text{ or } \$767-50) = \$767.50$$

Example 4: Type 4, Channel Mileage = 10, Channel Mileage to

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6.5 Looking Glass Private Line Access Service (Cont'd)

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6.5.1 Monthly Recurring Charges (Cont'd)

A. Point-to-Point Products (Cont'd)

1. Full Bandwidth: (Cont'd)

Collocation #1 = 4, Channel Mileage to Collocation #2 = 2

$\{ (2 \times \$200) + \{ \$50 + (4 \times \$15) + \$50 + (2 \times \$15) \} + (2 \times \$12) \} \times 1.25 = \$767.50$

2. Channelized: The following definitions
will apply for the calculations in this section only:

ILEC rate = $\{ (2 \times \text{Channel Terminations}) + \text{Channel Mileage} \}$

Off net rate = $\{ (1 \times \text{Channel Termination}) + \text{Channel Mileage to Collocation} + \text{Cross Connect} \}$

Multiplexing Rate = $\{ 2 \times \text{Multiplexing Charge} \}$

Monthly recurring charges for Channelized products are as follows:

Type 1: $\{ \sum (\text{ILEC rate} + \text{Multiplexing rate}) \} \times .85$

Type 2: $\text{MAXIMUM} [(\text{ILEC rate} \times .90) \text{ or } (\text{Off net rate} \times 1.25)] + (\text{Multiplexing rate} \times .90)$

Type 3: $\text{MAXIMUM} [(\text{ILEC rate} \times .90) \text{ or } \{ \sum (\text{Location-specific Offnet rate}) \times 1.25 \}] + (\text{Multiplexing rate} \times .90)$

Type 4: $\{ \sum (\text{Location-specific Offnet rate}) \times 1.25 \} + \text{Multiplexing rate}$

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6.5.1 Monthly Recurring Charges (Cont'd)A. Point-to-Point Products (Cont'd)2. Channelized: (Cont'd)Examples:

Channel Termination	=	\$200
Channel Mileage (fixed)	=	50
Channel Mileage (per mile)	=	15
Cross Connect	=	12
Multiplexing Charge	=	150

Example 1: Type 1, Channel Mileage = 5

$$[(2 \times \$200) + \$50 + (5 \times \$15) + (2 \times \$150)] \times .85 = \$701.25$$

Example 2: Type 2, Channel Mileage = 10, Channel Mileage to Collocation = 6

$$\text{MAXIMUM } [((2 \times \$200) + \$50 + (10 \times \$15)) \times .90]$$

$$\text{or } \{ \$200 + \$50 + (6 \times \$15) + \$12 \} \times 1.25 + \{ (2 \times \$150) \times .90 \} =$$

$$\text{MAXIMUM } (\$540 \text{ or } \$440) + \$270 = \$810$$

Example 3: Type 3, Channel Mileage = 10, Channel Mileage to Collocation #1 = 4, Channel Mileage to Collocation #2 = 2

$$\text{MAXIMUM } [((2 \times \$200) + \$50 + (10 \times \$15)) \times .90]$$

$$\text{or } \{ (2 \times \$200) + \$50 + (4 \times \$15) + \$50 + (2 \times \$15) + (2 \times \$12) \} \times 1.25 + \{ (2 \times \$150) \times .90 \} =$$

$$\text{MAXIMUM } (\$540 \text{ or } \$767.50) + \$270 = \$1,037.50$$

Example 4: Type 4, Channel Mileage = 10, Channel Mileage to Collocation #1 = 4, Channel Mileage to Collocation #2 = 2

$$[(2 \times \$200) + \{ \$50 + (4 \times \$15) + \$50 + (2 \times \$15) \} + (2 \times \$12)] \times 1.25 + (2 \times \$150) = \$1,067.50$$

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6.5 Looking Glass Private Line Access Service (Cont'd)

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6.5.1 Monthly Recurring Charges (Cont'd)

B. Multi-Point Products The following provisions apply to Digital Data Service, High Capacity Service (DS-1) and Very High Capacity Service (DS-3) provided on a Multi-Point Service basis.

1. Hubbed Service: Hubbed Service is the concentration of lower bandwidth circuits onto a higher bandwidth circuit using multiplexing functionality located within the Company's network. Hubbed Service consists of a Host connection and multiple Endlink connections. The Host connection represents the higher bandwidth circuit between the customer's primary premises and the Company's location where multiplexing functionality is performed. The Endlink represents the individual lower bandwidth circuits between the Company's location where multiplexing functionality is performed and a customer's secondary designated premises.

DS3 Hubbed Service consists of a DS3 Host connection and a maximum of 28 DS1 Endlink connections. DS1 Hubbed Service consists of a DS1 Host connection and a maximum of 24 DSO Endlink connections.

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6.5 Looking Glass Private Line Access Service (Cont'd)

6.5 Monthly Recurring Charges (Cont'd)

B. Multi-Point Products (Cont'd)

1. Hubbed Service (Cont'd) : The following definitions will apply for the calculations in this section only:

Host: a primary or aggregation center

ILEC rate = {(1 X Channel Terminations) + Channel Mileage}

Off net rate = (1 X Channel Termination) + Channel Mileage to Collocation + Cross Connect

Multiplexing Rate = (Multiplexing Charge)

Endlink: a remote or secondary premises location

ILEC rate = {(1 X Channel Termination) + Channel Mileage}

Off net rate = {(1 X Channel Termination) + Channel Mileage to Collocation + Cross Connect}

Monthly host and endlink recurring charges for Hubbed Service products are as follows:

Host:

Type 1: $\{\sum (\text{ILEC rate} + \text{Multiplexing rate})\} \times .85$

Type 2: MAXIMUM [(ILEC rate x .90) or (Offnet rate x 1.25)] + (Multiplexing rate x .90)

Type 4: $\sum (\text{ILEC rate} \times 1.25) + \text{Multiplexing rate}$

Endlink:

Type 1: ILEC rate x .85

Type 2: Maximum [(ILEC rate x .90) or (Offnet rate x 1.25)]

Type 4: ILEC rate x 1.25

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Example 1: Type 1 Host, Channel Mileage = 0

Channel Termination	=	\$150
Channel Mileage (fixed)	=	0
Channel Mileage (per mile)	=	0
Multiplexing Charge	=	185

$$\{(1 \times \$150) + \$0 + \$185\} \times .85 = \$284.75$$

Example 2: Type 2 Host, Channel Mileage = 0, Channel Mileage to Collocation = 6

Channel Termination	=	\$135
Channel Mileage (fixed)	=	53
Channel Mileage (per mile)	=	10
Multiplexing Charge	=	250
Cross Connect	=	8

MAXIMUM $\{[(1 \times \$135) \times .90]$

or

$$\{[(1 \times \$135) + \$53 + (6 \times \$10) + \$8] \times 1.25\} + (\$250 \times .9) =$$

$$\text{MAXIMUM } (\$121.50 \text{ or } \$320) + \$225 = \$346.50$$

Example 3: Type 1 Endlink, Channel Mileage = 6

Channel Termination	=	\$114
Channel Mileage (fixed)	=	42
Channel Mileage (per mile)	=	4
$\{(1 \times \$114) + \$42 + (6 \times \$4)\} \times .85 = \153		

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B. Multi-Point Products (Cont'd)1. Hubbed Service (Cont'd):Examples: (Cont'd)

Example 4: Type 2 Endlink, Channel Mileage = 18, Channel Mileage to Collocation = 7

Channel Termination	=	\$75
Channel Mileage (fixed)	=	6
Channel Mileage (per mile)	=	5
Cross Connect	=	0

MAXIMUM $\{[(1 \times \$75) + \$6 + (18 \times \$5)] \times .90\}$
 or
 $\{(1 \times \$75) + \$6 + (7 \times \$5) + \$0\} \times 1.251 =$

MAXIMUM (\$153.90 or \$145) = \$153.90

Example 5: Type 4 Host

Channel Termination	=	\$150
Multiplexing Charge	=	185

 $[(1 \times \$150) \times 1.25] + \$185 = \$372.50$

Example 6: Type 4 Endlink, Channel Mileage = 6

Channel Termination	=	\$114
Channel Mileage (fixed)	=	42
Channel Mileage (per mile)	=	4

$\{(1 \times \$114) + \$42 + (6 \times \$4)\} \times 1.25 = \225.00

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6.5 Looking Glass Private Line Access Service (Cont'd)

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6.5 Monthly Recurring Charges (Cont'd)

B. Multi-Point Products (Cont'd)

2. Muxed Service: Muxed Service is the concentration of lower bandwidth circuits onto a higher bandwidth circuit using multiplexing functionality located at or near a customer's designated premises. Muxed Service consists of a Host connection and multiple Endlink connections. The Host connection represents the multiplexing functionality performed at or near a customer's primary premises. The Endlink represents the individual lower bandwidth circuits between the customer's primary premises where multiplexing functionality is performed and a customer's secondary designated premises.

DS3 Muxed Service consists of a DS3 Host connection and a maximum of 28 DS1 Endlink connections. DS1 Muxed Service consists of a DS1 Host connection and a maximum of 24 DSO Endlink connections.

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6.5.1 Monthly Recurring Charges (Cont'd)

B. Multi-Point Products (Cont'd)

2. Muxed Service: The following definitions will apply for the calculations in this section only:

Host: a primary or aggregation center

ILEC rate = Multiplexing Charge

Offnet rate = Multiplexing Charge

Endlink: a remote or secondary premises location

LEC rate = {(2 X Channel Termination) + Channel Mileage}

Off net rate = ((1 X Channel Termination) + Channel Mileage to Collocation + Cross Connect)

Monthly host and endlink recurring charges for Hubbed Service products are as follows:

Type 1: ILEC rate X .85

Type 2: MAXIMUM [(ILEC rate X .90) or (Offnet rate X 1.25)]

Type 3: MAXIMUM [(ILEC rate X .90) or (Σ (Location- specific Offnet rate) * 1.25)]

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6.5 Looking Glass Private Line Access Service (Cont'd)

6.5.1 Monthly Recurring Charges (Cont'd)

B. Multi-Point Products (Cont'd)

2. Muxed Service: (Cont'd)

Examples:

Multiplexing Charge = \$185

Example 1: Type 1, Host

$\$185 \times .85 = \157.25

Example 2: Type 2, Host

$\$185 \times .90 = \166.50

Example 3: Type 3, Host

$\$185 \times .90 = \166.50

Example 4: Type 1, Endlink, Channel Mileage = 6

Channel Termination = \$115

Channel Mileage (fixed) = 42

Channel Mileage (per mile) = 4

$\{(2 \times \$115) + \$42 + (6 \times \$4)\} \times .85 = \251.60

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B. Multi-Point Products (Cont'd)2. Muxed Service: (Cont'd)Examples:

Example 5: Type 2, Endlink, Channel Mileage = 10, Mileage to Collocation = 6

Channel Termination	=	\$200
Channel Mileage (fixed)	=	50
Channel Mileage (per mile)	=	15
Cross Connect	=	12

MAXIMUM $[(2 \times \$200) + \$50 + (10 \times \$15)] \times .90$

or

 $[(2 \times \$200) + \$50 + (4 \times \$15) + \{ \$50 + (2 \times \$15) \} + (2 \times \$12)] \times 1.25 =$

MAXIMUM (\$540 or \$440) = \$540

Example 6: Type 3, Endlink, Channel Mileage = 10, Channel Mileage to Collocation #1 = 4,
Channel Mileage to Collocation #2 = 2

Channel Termination	=	\$200
Channel Mileage (fixed)	=	50
Channel Mileage (per mile)	=	15
Cross Connect	=	12

MAXIMUM $[(2 \times \$200) + \$50 + (10 \times \$15)] \times .90$

or

 $[(2 \times \$200) + \{ \$50 + (4 \times \$15) \} + \{ \$50 + (2 \times \$15) \} + (2 \times \$12)] \times 1.25 =$

MAXIMUM (\$540 or \$767.50) = \$767.50

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6.5 Looking Glass Private Line Access Service (Cont'd)

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6.5.1 Monthly Recurring Charges (Cont'd)

C. Looking Glass Private Line SONET Service: Customers will be charged the following monthly recurring charges, based on service type and Looking Glass Private Line Access Service Term Plan term of service.

Channel Termination and Channel Mileage - Fixed monthly recurring charges apply per circuit. Channel Mileage - Per Mile charges apply per mile per circuit. Premises Connection charges apply per connection per Customer Premises. Hub Connection charges apply per Hub. Interface charges apply per (i) channel termination for Point to Point Service and (ii) Hub Connection and Premises Connection for Multi-Point Service.

For purposes of this section, the following definitions apply:

Hub Connection is Hubbed Service (as described in section 4.10.1.B.10) for Looking Glass Private Line SONET Service Multi-Point Service which connects a Customers Premises to locations other than via than Looking Glass Private Line SONET Multi-Point Service Premises Connections.

Interface is the connection of Looking Glass Private Line SONET Multi-Point Service to a Customer Premises or Hub. Interface is provided on: a digital signal basis at speeds of 1.544 Mbps (DS-1) and 44.736 Mbps (DS-3); and an optical signal (SONET) basis at speeds of 51.84 Mbps (STS-1), 155 Mbps (OC3 and OC3c) and 622 Mbps (OC12 and OC12c).

Premises Connection is a Looking Glass Private Line SONET Multi-Point Service connection on the Company's network.

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6.5.1 Monthly Recurring Charges (Cont'd)C. Looking Glass Private Line SONET Service (Cont'd):

1. Point to Point: Customers will be charged the following monthly recurring charges for Looking Glass Private Line SONET Service provided on a Point to Point Service basis, based on Service Area, service type, and Looking Glass Private Line Access Service Term Plan term of service.

<u>Charge Type/ Service Type</u>	<u>Term of Service/ Monthly Recurring</u>		
	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
OC3	\$2,430.00	\$1,918.20	\$1,406.40
OC3c	ICB	ICB	ICB
OC12	ICB	ICB	ICB
OC12c	ICB	ICB	ICB
OC48	ICB	ICB	ICB

Channel Mileage - Fixed

OC3	\$383.60	\$383.60	\$383.60
OC3c	ICB	ICB	ICB
OC12	ICB	ICB	ICB
OC12c	ICB	ICB	ICB
OC48	ICB	ICB	ICB

Channel Mileage - Per Mile

OC3	\$256.00	\$213.20	\$170.40
OC3c	ICB	ICB	ICB
OC12	ICB	ICB	ICB
OC12c	ICB	ICB	ICB
OC48	ICB	ICB	ICB

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SECTION 6 - RATES & CHARGES (Cont'd)Missouri Public
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6.5.1 Monthly Recurring Charges (Cont'd)C. Looking Glass Private Line SONET Service (Cont'd):1. Point to Point (Cont'd):

<u>Charge</u> <u>Service</u>	<u>Term of Service/ Monthly Recurring</u>		
	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
Interface			
DS1	\$29.81	\$29.81	\$27.83
DS3	85.60	85.60	85.60
STS-1	85.60	85.60	85.60
OC3	256.00	256.00	256.00
OC3c	ICB	ICB	ICB
OC12	ICB	ICB	ICB
OC12c	ICB	ICB	ICB

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SECTION 6 - RATES & CHARGES (Cont'd)

6.5 Looking Glass Private Line Access Service (Cont'd)

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6.5.1 Monthly Recurring Charges (Cont'd)

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C. Looking Glass Private Line SONET Service (Cont'd):

1. Point to Point (Cont'd):

Dim Fiber and Dark Fiber

Recurring Charges - Term

	<u>Monthly</u>	<u>2 Year</u>	<u>3 Year</u>	<u>5 Year</u>	<u>7 Year</u>
<u>Dim and Dark Fiber</u>					
Dark Fiber	ICB	ICB	ICB	ICB	ICB
Dim Fiber	ICB	ICB	ICB	ICB	ICB

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6.5.1 Monthly Recurring Charges (Cont'd)C. Looking Glass Private Line SONET Service (Cont'd):

2. Multi-Point: Customers will be charged the following monthly recurring charges for Looking Glass Private Line SONET Service provided on a Multi-Point Service basis, based on Service Area, service type and Looking Glass Private Line Access Service Term Plan term of service.

Charge Type/
Service TypeTerm of Service/ Monthly
Recurring Charge3 Year4 Year5 YearPremises Connection

OC3	\$2,900.00	\$2,344.80	\$1,789.60
OC6	ICB	ICB	ICB
OC12	ICB	ICB	ICB
OC24	ICB	ICB	ICB
OC48	ICB	ICB	ICB
OC96	ICB	ICB	ICB

Hub Connection

OC3	\$2,718.75	\$2,198.25	\$1,677.75
OC6	ICB	ICB	ICB
OC12	ICB	ICB	ICB
OC12	ICB	ICB	ICB
OC48	ICB	ICB	ICB
OC96	ICB	ICB	ICB

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6.5.1 Monthly Recurring Charges (Cont'd)C. Looking Glass Private Line SONET Service (Cont'd):2. Multi-Point (Cont'd):

<u>Charge Type/ Service Type</u>	<u>Term of Service/ Monthly Recurring Charge</u>		
	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
<u>Interface</u>			
DS1 Premises Connection	\$26.24	\$26.24	\$24.24
DS1 Hub Connection	20.80	20.80	20.80
DS3 Premises Connection	85.60	85.60	85.60
DS3 Hub Connection	85.60	85.60	85.60
STS-1 Premises Connection	85.60	85.60	85.60
OC3 Premises Connection	256.00	256.00	256.00
OC3 Hub Connection	256.00	256.00	256.00
OC3c Premises Connection	ICB	ICB	ICB
OC3c Hub Connection	ICB	ICB	ICB
OC12 Premises Connection	ICB	ICB	ICB
OC12 Hub Connection	ICB	ICB	ICB
OC12c Premises Connection	ICB	ICB	ICB
OC12c Hub Connection	ICB	ICB	ICB

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6.5 Looking Glass Private Line Access Service (Cont'd)

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6.5.1 Monthly Recurring Charges (Cont'd)

C. Looking Glass Private Line SONET Service (Cont'd):

2. Multi-Point (Cont'd):

Dim Fiber and Dark Fiber

Recurring Charges - Term

	<u>Monthly</u>	<u>2 Year</u>	<u>3 Year</u>	<u>5 Year</u>	<u>7 Year</u>
<u>Dim and Dark</u> <u>Fiber</u>					
Dark Fiber	ICB	ICB	ICB	ICB	ICB
Dim Fiber	ICB	ICB	ICB	ICB	ICB

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SECTION 6 - RATES & CHARGES (Cont'd)Missouri Public
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6.5.2 Non-Recurring Charges

- A. Point-to-Point Products: The following non-recurring charges apply to Digital Data Service, High Capacity Service (DS-1) and Very High Capacity Service (DS-3) provided on a Point to Point Service basis, based on network configuration type.

Type	1:	
DSO		\$225
DS1		250
DS3		300

Type 2 and Type 3:
ILEC non-recurring charge X .90

- B. Multi-Point Products: The following non-recurring charges apply to Digital Data Service, High Capacity Service (DS-1) and Very High Capacity Service (DS-3) provided on a Multi-Point Service basis, based on network configuration type.

Endlink Locations:

Type	1:	
DSO		\$225
DS1		250
DS3		300

Type 2 and Type 3:
ILEC non-recurring charge X .90

Host Locations:

ILEC non-recurring charge X .90

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6.5 Looking Glass Private Line Access Service (Cont'd)6.5.2 Non-Recurring Charges (Cont'd)C. Looking Glass Private Line SONET Service:

Customers will be charged the following non-recurring charges, based on service type and Looking Glass Private Line Access Service Term Plan term of service.

The First Circuit Channel Termination Non-Recurring Charge charge will apply to the first Looking Glass Private Line Access Service circuit installed at a Customer Premises; the Additional Circuit charge will apply to each additional Looking Glass Private Line Access Service circuit installed thereafter at that Customer Premises. The First Interface Non-Recurring Charge charge will apply to a customer's first interface installed at a Company Hub or Customer Premises; the Additional Interface charge will apply to each of the customer's interfaces installed thereafter at that Company Hub or Customer Premises.

1. Point to Point: The following per circuit non-recurring charges apply to Looking Glass Private Line SONET Service provided on a Point to Point Service basis, based on service type.

1. Channel Termination Non-Recurring Charge:

<u>Service Type</u>	<u>First Circuit</u>	<u>Additional Circuit</u>
OC3	\$500.00	\$250.00
OC3c	ICB	ICB
OC12	ICB	ICB
OC12c	ICB	ICB
OC48	ICB	ICB

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C. Looking Glass Private Line SONET Service:1. Point to Point (Cont'd):2. Interface Non-Recurring Charge:

<u>Service</u>	<u>First Interference</u>	<u>Additional Interference</u>
DS2	\$50.00	\$25.00
DS3	75.00	25.00
STS-1	100.00	50.00
OC3	100.00	50.00
OC3c	ICB	ICB
OC12	ICB	ICB
OC12c	ICB	ICB

2. Multi-Point: The following non-recurring charges apply to Looking Glass Private Line SONET Service provided on a Multi-Point Service basis, based on service type.1. Premises Connection and Hub Connection Non-Recurring Charges: The following non-recurring charges apply per Premises Connection and Hub Connection:

<u>Service</u>	<u>First Interference</u>	<u>Additional Interference</u>
OC3	\$500.00	\$250.00
OC6	ICB	ICB
OC12	ICB	ICB
OC24	ICB	ICB
OC48	ICB	ICB
OC96	ICB	ICB

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6.5 Looking Glass Private Line Access Service (Cont'd)6.5.2 Non-Recurring Charges (Cont'd)C. Looking Glass Private Line SONET Service:2. Multi-Point (Cont'd):

1. Interface Non-Recurring Charges: The following non-recurring charges apply per-interface:

<u>Service Type</u>	<u>First Interference</u>	<u>Additional Interference</u>
DS1	\$50.00	\$25.00
DS3	75.00	25.00
STS-1	100.00	50.00
OC3	100.00	50.00
OC3c	ICB	ICB
OC12	ICB	ICB
OC12c	ICB	ICB

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SECTION 7 - PROMOTIONAL OFFERINGS

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From time to time the Company may provide certain special promotional offerings to its customers. These offerings may be limited to certain dates, times and locations. To be eligible for the benefits of certain special promotional offerings, the customer must call a Company-provided telephone number and subscribe to each specific promotion no later than the end of the month in which a particular promotion is offered in this tariff or the customer must be called by the Company before that date and subscribe to the promotion. Any local exchange line used for Company service which is disconnected and then reconnected for the purpose of subscribing to any of the following promotions will not be eligible to receive such promotion. In addition, the customer will not receive the benefits of any promotion if there is no outbound usage associated with any ANI (and local exchange line) during the first thirty days of service following the customer's subscription to service. Customers who receive the benefits of a promotion involving services or goods of a third party, which benefits are subject to taxation by any authority, will be responsible for payment of said taxes, other than taxes based on net income, by determining the total tax obligation and developing a single rate for application to all customers who receive the promotional benefits. The specific rates, terms and conditions applicable to each promotional offering will be described below.

Miscellaneous Promotions Offering Financial Inducements

From time to time, the Company will offer financial inducements to new and/or existing customers who subscribe to and use new or additional Company service (s) in response to media advertising, direct mail materials, telemarketing programs and/or personal sales presentations, which offer such an inducement. The benefits offered will be provided: (1) by giving the subscriber a credit against a specified Company invoice for usage of the service (s) in question, or other one-time or recurring charges in connection with such service (s) (this may include offers of specified amounts and kinds of free calling on the Company) or, if the customer is billed for usage of Company service (s) by a local exchange company (LEC), the credit may, if so stated, be applied against any charge for telephone service reflected on the LEC's bill; (2) by issuing to the subscriber a check payable to the subscriber, or to the Company, or to a cooperating LEC (such a check will be drawn on a bank in which the Company has funds on deposit and can be cleared or processed through normal banking channels);

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(3) by issuing to the subscriber a coupon or certificate which can be tendered to the Company, or to a LEC performing billing functions for the Company, in payment of all or a part of a future Company or LEC bill; (4) by issuing to the subscriber one or more coupons, certificates or other instruments which entitle the subscriber to receive or obtain goods or services from third party suppliers who have entered into marketing arrangements with the Company, or directly from the Company itself, or by having such goods or services delivered to the subscriber. Coupons and other devices will specify any restrictions regarding applicable services and dates. Unless otherwise specified, benefits resulting from an arrangement between the Company and a third party participating in any promotional offering will be available only to customers eligible to receive such benefits, based on their relationship with the third party participant, and such benefits further may be limited to customers located in specific areas in which the participating third party does business or otherwise elects to offer them in conjunction with the Company. If for any reason an arrangement between the Company and a third party participating with the Company in any promotional offering is terminated, the Company's obligation to provide benefits resulting from the terminated arrangement will end and the Company shall have no further obligation to customers to provide the promotional benefits. Unless otherwise specified, an individual subscriber may receive more than one of the benefits set forth above by reason of a single response to a promotional offer from the Company, and may receive additional benefits for subscribing to additional Company service(s) in response to later promotional offerings.

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