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COMPETITIVE TELECOMMUNICATIONS SERVICE

MO. PUBLIC SERVICE COMM

REGULATIONS AND SCHEDULE OF CHARGES

FOR

INTEREXCHANGE COMMUNICATIONS SERVICES

BY

LEVEL 3 COMMUNICATIONS, LLC

Issued by:  
Terrence J. Ferguson  
Senior Vice President and Special Counsel  
Level 3 Communications, LLC  
1450 Infinite Drive  
Louisville, Colorado 80027  
(303) 926-3000

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by Level 3 Communications, LLC, within the State of Missouri.

Level 3 Communications, LLC, operates as a competitive telecommunications company within the State of Missouri.

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Level 3 Communications, LLC

Missouri P.S.C. TARIFF NO. 1

Original Page 1

LIST OF WAIVERS

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Level 3 Communications, LLC is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived pursuant to Sections 392.420, RSMo 1994:

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392.240(1) -- rate making  
 392.270 -- valuation of property (rate making)  
 392.280 -- depreciation accounts  
 392.290 -- issuance of securities  
 292.310 -- stock and debt issuance  
 392.320 -- stock dividend payment  
 392.340 -- reorganization(s)  
 392.330, RSMo. Supp. 1997 - issuance of securities, debts  
 and notes

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 240-32.030(1)(B) - exchange boundary maps  
 4 CSR 240-32.030 (1)(C) - record keeping  
 4 CSR 240-32.030(2) - in-state record keeping  
 4 CSR 240-32.050(3) - local office record keeping  
 4 CSR 240-32.050(4) - telephone directories  
 4 CSR 240-32.050(5) - call intercept  
 4 CSR 240-32.050(6) - telephone number changes  
 4 CSR 240-32.070(4) - public coin telephone  
 4 CSR 240-33.030 - minimum charges rule  
 4 CSR 240-33.040(5) - financing fees

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SYMBOLS

The following are the only symbols used for the purposes indicated below: MO. PUBLIC SERVICE COMM

- R to signify reduction,
- I to signify increase,
- C to signify changed regulations,
- T to signify a change in text but no change in rate or regulation,
- S to signify reissued matter,
- M to signify matter relocated without change,
- D to signify discontinued rate or regulation,
- N to signify new rate or regulation,
- Z to signify a correction.

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

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TARIFF FORMAT (Cont'd)

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- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

MO. PUBLIC SERVICE COMM

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

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Agent- A person, firm, company, corporation, or other entity who is authorized to distribute Calling Cards to Customers or Users on the Company's behalf.

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Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Company to identify the origin of the service User so it may rate and bill the call. All authorization codes shall be the sole property of Company and no subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Company, Carrier or Level 3 - Refers to Level 3 Communications, LLC

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Commission - Refers to the Missouri Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (cont'd.)

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Customer - The term "Customer" denotes the person, partnership, association, joint stock Company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff. A "Carrier Customer" is a Customer which is a Common Carrier (as defined hereinabove).

Customer-Provided Facilities -The term "Customer-Provided Facilities" denotes all communications facilities provided by the customer and/or authorized user other than those provided by Company.

Dedicated Access - Dedicated access denotes outbound long distance traffic delivered to a Company Point of Presence ("POP") via dedicated facilities and terminated over the Company network.

Direct Dialed Call - The term "Direct Dialed Call" denotes a telephone call which is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area (LATA).

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (cont'd.)

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Local Exchange Carrier (LEC) - The term "Local Exchange Carrier" denotes any telephone company that has been granted a Certificate of Public Convenience and Necessity by a State Commission which provides local telephone service to Customers within a defined exchange. MO PUBLIC SERVICE COMM

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Points of Presence - The term "Points of Presence" denotes the sites where Company provides a network interface with facilities provided by other Common Carriers, Local Exchange Carriers or Customers for access to the local area network.

Premises - The terms "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Service - All telecommunications services provided pursuant to this tariff.

Subscriber/Customer - The person or legal entity which enters into arrangements for Company's telecommunications services and is responsible for payment of Company's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

User - The person(s) utilizing Company's services.

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SECTION 2. RULES AND REGULATIONS

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2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to competitive interexchange telecommunications services provided by Level 3 Communications, LLC for telecommunications service between points within the State of Missouri. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

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2.2 Use of Services

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

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2.3 Liability of Carrier

2.3.1 Except as otherwise stated in this section, the liability of Carrier 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, representations, 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 Section 2.5.

2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, Carrier 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.

2.3.3 The liability of Carrier 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.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

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2.3 Liability of Carrier (Cont'd)

2.3.4 Carrier shall not be liable for any claims for loss or damages involving:

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- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by Carrier; or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond Carrier'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 Carrier; 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;
- C. Any unlawful or unauthorized use of Carrier's facilities and services;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

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2.3 Liability of Carrier (Cont'd)

- 2.3.4 D. 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 Carrier-provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over Carrier's facilities;
- F. Changes in any of the facilities, operations or procedures of Carrier 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 Carrier and is not provided to the Customer, in which event Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.
- G. 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 2. RULES AND REGULATIONS (Cont'd)

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2.3 Liability of Carrier (Cont'd)

2.3.4 H. 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 Carrier's facilities;

I. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for Carrier and/or is not authorized by Carrier;

J. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this Tariff;

K. Any act or omission in connection with the provision of 911, E911, or similar services;

L. Any noncompletion of calls due to network busy conditions;

M. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

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2.3 Liability of Carrier (Cont'd)

2.3.5 Carrier 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 Carrier or Customer equipment or facilities or service provided by Carrier.

2.3.6 Carrier does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Carrier 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 2. RULES AND REGULATIONS (Cont'd)

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2.3 Liability of Carrier (Cont'd)

2.3.7 Carrier 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 Carrier 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.

2.3.8 Any claim of whatever nature against Carrier shall be deemed conclusively to have been waived unless presented in writing to Carrier within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.3.9 CARRIER 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 2. RULES AND REGULATIONS (Cont'd)

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2.4 Responsibilities of the Subscriber

2.4.1 The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.

2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.

2.4.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.

2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

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2.4 Responsibilities of the Subscriber (Cont'd)

2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may terminate the Subscriber's service pursuant to Section 2.6 of this Tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

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2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.

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2.5 Allowances for Interruptions in Service

2.5.1 General

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- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.5.2 following. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and 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 inoperative 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 Carrier to be impaired.

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2.5 Allowances for Interruptions in Service (Cont'd)

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2.5.2 Limitations on Allowances

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

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which Carrier 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;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

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2.5 Allowances for Interruptions in Service (Cont'd)

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2.5.2 Limitations on Allowances (Cont'd)

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- F. during any period when the Customer has released service to Carrier 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 Carrier within thirty (30) days of the date that service was affected.

2.5.3 Application of Credits for Interruptions in Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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

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2.5.3.1 Interruptions of 16 Hours or LessLength of Service Interruption

Credit MO. PUBLIC SERVICE COMM

-Less than 1 hour	None
-1 hour up to but not including 8 hours	1/3 of day
-8 hours up to but not including 12 hours	2/3 of day
-12 hours up to but not including 16 hours	3/3 of day
-16 hours up to but not including 24 hours	one day

Two or more service interruptions of the same type to the same line/equipment of two (2) hours or more during any one twenty-four (24) hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line/equipment in any twenty-four (24) hour period.

2.5.3.2 Interruptions Over 24 Hours.

Interruptions over 24 hours will be credited 1/24 day for each 1-hour period or fraction thereof up to a maximum of 8 hours. Interruptions in excess of 8 hours will be credited as one day. No more than one full day's credit will be allowed for any period of 24 hours.

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2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability, Carrier may discontinue services to a subscriber or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.6.2:

- A. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,
- B. For violation of any of the provisions of this tariff,
- C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or
- D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

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2.6 Cancellation or Interruption of Services (Cont'd)

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2.6.2 Procedures for discontinuance of existing service:

- A. A Customer may cancel service upon written notice to the Carrier.
- B. The Carrier may terminate service to a customer for non-payment of undisputed charges, or other violation of this tariff or provision of law, five (5) days following notification to the customer, in writing, of discontinuance of service. Carrier will not incur any liability for damages due to loss of telephone service to the customer.

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2.6 Cancellation or Interruption of Services (Cont'd)

2.6.3 Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.6.4 Service may be discontinued by Carrier, without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

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2.7 Billing Arrangements

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2.7.1 Subscribers will either be billed directly by Carrier or its intermediary, or charges will be included in the Subscribers' regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.

2.7.2 Carrier will render bills monthly. Payment is due within thirty (30) days after Subscribers' receipt of its bill.

2.7.3 Carrier may impose a late payment charge upon business customers not to exceed 1.5% on any bill not paid within thirty (30) days of the receipt. Subscriber shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff. A charge of \$25.00 may be imposed for returned checks.

2.8 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Subscribers or Users.

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2.9 Contested Charges

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All bills are presumed accurate, and shall be absolutely binding on the User unless objection is received by Carrier within thirty (30) days after such bills are rendered.

2.9.1 Billing disputes shall be processed by the Carrier or its billing agent consistent with the Commission's regulations.

2.9.2 Customers unsatisfied with the Carrier's handling of a billing dispute may contact the Commission. The Commission's address is:

Missouri Public Service Commission  
301 W. High Street, P.O. Box 360  
Harry S Truman State Office Building  
Room 530  
Jefferson City, Missouri 65102

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2.10 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.11 Advance Payments

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

A customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

2.12 Deposits

- a. The Company may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held by the Company as a guarantee of the payment of charges.
- b. For interexchange service, a deposit will be required under the following conditions:

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1. Applicant has had no previous interexchange service; or
  2. Applicant does not have verifiable credit with any Level 3 Communications, LLC affiliate anywhere within the region in the same or similar business; or
  3. Applicant has had previous verifiable interexchange service with any Level 3 Communications, LLC affiliate anywhere within the region but has an outstanding and unpaid bill for service; or has not established satisfactory credit. Satisfactory credit for an interexchange service customer is defined as twelve consecutive months of service without a suspension of service for nonpayment or with no more than one notification of intent to suspend service for nonpayment.
  4. Applicant for nonresidential service will be given credit for previous nonresidential service only if the applicant is same business entity to which such service was previously provided.
- c. An initial deposit or an additional deposit will be required of an existing customer when high risk is indicated and existing security is insufficient. Such requirement will be imposed when a payment history includes a suspension of service for nonpayment during the previous twelve month period.
- d. The Company reserves the right to provide for installment payment of the deposit if the circumstances warrant.
- e. Any deposit required of an existing Customer is due and payable within ten days after the requirement is imposed. This requirement shall be in writing and the payment date shall be on or after the due and payable date for the current bill. If said deposit or installment thereof, as appropriate, is not paid within the aforementioned time frame, the Company may suspend service of the Customer without further notice. The following are exceptions to this provision:

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1. In the event service is suspended for a Customer for nonpayment, an initial or additional deposit shall be required prior to the restoration of service if existing security is insufficient.
  2. In the event prior indebtedness or prior unsatisfactory credit has been determined subsequent to the initial establishment of service due to misrepresentation of the facts by the Customer, a deposit shall be due and payable within five days upon verbal notification and written confirmation or within ten days when notification can only be provided in writing. The ten day period shall be measured from the mailed date of the written notice. If said deposit is not paid within the aforementioned time frame, the Company may suspend service to the Customer without further notice.
- f. The amount of the deposit shall be the estimated charges for the Interexchange Service which will accrue for a 2-month period. All applicants and existing Customers shall be treated uniformly for the determination and application of deposits.
- g. When it is determined that a deposit is required under the conditions specified above, the applicant or Customer may, in lieu of or in addition to making the deposit, arrange for an acceptable third party to guarantee payment of his charges by executing on his behalf a Guarantee of Payment Agreement with the Company. An acceptable third party guarantor for Interexchange Service is a current non residential customer with at least two years continuous service, whose payment history for the most recent twelve month period is satisfactory.
- h. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to advance payments, or the prompt payment of bills on presentation.

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- i. The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded, or service is terminated, or annually upon request of the Customer. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be calculated using the interest rate applicable to each time period.
- j. When the Customer is a candidate for political office or is a person or organization acting on behalf of a candidate for political office the deposit requirement will be adjusted monthly to reflect twice the current month's actual billing. Under these circumstances, a security, i.e., surety bond or bank letter of credit equal to the Company's deposit requirement will be the only acceptable substitutes for a cash deposit.
- k. Simple interest shall be credited or paid to the customer while the Company holds the deposit. The interest rate shall be equivalent to one per cent (1%) above the prime lending rate as published in the Wall Street Journal for the last business day of September. This rate will be adjusted annually October 1 of each year.
- l. When service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or at the option of the Customer, refunded. Satisfactory credit for an Interexchange Service Customer is defined as twelve consecutive months of Interexchange Service without suspension for nonpayment and with no more than one notification of intent to suspend service for nonpayment.
- m. Applicants or Customers whose financial condition is not acceptable to Carrier may be required at any time to make a deposit for the service to be provided. The deposit shall bear a simple interest per annum at the rate of one per cent (1%) above the prime lending rate as published in the Wall Street Journal for the last business day of September. This rate will be adjusted annually October 1 of each year.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

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2.13 Taxes and Surcharges

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All federal excise taxes, and state and local sales, use, and similar taxes, as well as federal and state surcharges imposed or collected by the National Exchange Carrier Association, are the responsibility of the Subscriber, are billed as separate line items and are not included in the quoted rates. Any surcharge or fee other than taxes will be filed for Commission approval.

2.14 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

2.15 Promotions

Carrier from time to time may elect to offer special promotions to its customers. These promotions will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service.

Any promotional waiver or discounted rate will apply only one time per customer for each service in any given wire center prefix during the course of the promotional period, subject to prior notification and approval by the Missouri Public Service Commission.

Carrier will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered. If facilities permit, all residence and/or business customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions in which to subscribe to residence or business services.

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SECTION 3 APPLICATION OF RATES

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3.1 Rates Charged Based on Timing of Calls

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3.1.1 Initial and Additional Period

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Calls that terminate between billing increments will be rounded to the next highest increment. For example, a call with a 6 second increment lasting 35 seconds will be rounded to 36 seconds, while a 37 second long call will be rounded to 42 seconds.

3.1.2 Rounding

Once the call duration is computed in billing increments, the appropriate per minute charges as listed in the rate schedules will be applied to the call. Calls with charges that include a fraction of a cent will be rounded to the next highest cent. For example, a Customer making a call with a computed charge of \$1.434 will be charged \$1.44.

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SECTION 3 APPLICATION OF RATES (cont'd)

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3.2 Rates Based Upon Calculation of Distance

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

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3.2.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

3.2.2 The airline distance between any two Rate Centers is determined as follows:

- (A) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
- (B) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- (C) Square each difference obtained in step (B) above.

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SECTION 3 APPLICATION OF RATES (cont'd)

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3.2 Rates Based Upon Calculation of Distance (contd.)

- (D) Add the square of the "V" difference and the square of the "H" difference obtained in step (C).
- (E) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (F) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- (G) Formula =

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

3.3 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99.5% during peak use periods for the Company services.

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SECTION 4 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

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4.1 Special Construction

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Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

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SECTION 4 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (Cont'd)

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4.2 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, charges 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. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

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4.3 Basis for Cost Computation

Costs may include one or more of the following items to the extent they are applicable:

(A) installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:

- (1) equipment and materials provided or used,
- (2) engineering, labor and supervision,
- (3) transportation,
- (4) rights of way, and
- (5) any other item chargeable to the capital account;

(B) annual charges including the following:

- (1) cost of maintenance;

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4.3 Basis for Cost Computation (cont'd)

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(B) annual charges including the following (cont'd)

- (2) depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (3) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (4) any other identifiable costs related to the facilities provided; and
- (5) an amount for return and contingencies.

4.4 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

1. The maximum termination liability is equal to the total cost of the special facility as determined under 4.3, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.
2. The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

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4.5 Term

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The minimum term for any Level 3 Communications, LLC service shall not be less than one (1) year, unless otherwise agreed to by the Company. The Customer and Company may agree to longer minimum terms for particular services. **MISSOURI PUBLIC SERVICE COMMISSION**

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SECTION 5. INTEREXCHANGE SERVICES

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Interexchange Telecommunications consist of the services offered pursuant to this section, either individually or in combination. Each service is offered independently of the others. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless otherwise noted.

5.1 Services Offered

The following interexchange services are offered in this tariff:

*Message Telecommunications Services*

800 Service

Directory Assistance

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SECTION 5 INTEREXCHANGE SERVICES (cont'd)

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Description

Carrier provides interexchange telecommunications services. Calls are billed based on the duration of the call. In addition, a monthly recurring charge may apply. Unless otherwise indicated, rates are identified in this tariff as per minute rates.

5.2 Usage Rates

Unless otherwise indicated herein, all calls are billed in one minute initial and one minute additional billing increments.

5.3 Rate Schedules

This section sets forth the rates and charges applicable to Carrier's service offerings.

5.3.1 Message Telecommunications Services

Message Telecommunications Services ("MTS") consist of the furnishing of outbound message telephone service between telephone stations located within the state. MTS is available on both a switched and dedicated basis.

A. 1+Long Distance Telecommunications Services

Rate per minute: \$0.11

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5.3 Rate Schedules (Contd.)

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5.3.2 800 Service

800 Service is an inbound-only service in which callers located within the State may place toll-free calls to a telephone in the 800 area code assigned to the Customer. 800 Service is available on both a switched and dedicated basis.

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A. Rate Plan

Rate per minute: \$0.11

5.3.3 Directory Assistance

Directory Assistance is available to Customers of Company's calling services. Customers may obtain directory assistance in determining telephone numbers by the calling the Directory Assistance operator. An undisputed per call charge will be applied to each call each month for information as to any telephone numbers within the state.

A. Rate Plan

Intrastate: \$0.60 per call

Call Completion: \$1.50 per call

Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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