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NOV 14 2003

Missouri Public
Service Commission

Missouri Public Service Commission
Data Center
200 Madison Street, Suite 100
Jefferson City, MO 65102

November 13, 2003

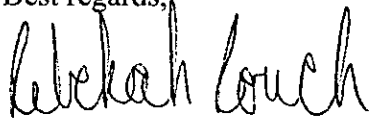
Attn: Data Center

RE: Case No. CN-2004-0196 / File No. YC-2004-0580 Local Service Tariff and File No.
YC-2004-0581

Cinergy Communications Company respectfully withdraws this case regarding a name
change to EarthCall Communications, as well as withdrawing all tariffs submitted under
this case

If you have any questions regarding this submission, please contact me at (812) 456-1216
or you can reach me by e-mail at rrouch@cinergycom.com. Thank you for your time and
attention.

Best regards,



Rebekah Rouch
Regulatory Affairs Specialist
Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

CINERGY
COMMUNICATIONS

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**Missouri Public
Service Commission**

Missouri Public Service Commission
Data Center
200 Madison Street, Suite 100
Jefferson City, MO 65102

November 6, 2003

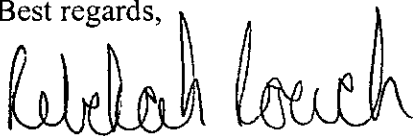
Attn: Data Center

RE: Case No. CN-2004-0196 / File No. YC-2004-0580 Local Service Tariff

Enclosed are one original and three copies of the two replacement sheets for Cinergy Communications Company's proposed local service tariff P.S.C. MO Tariff No. 2.

If you have any questions regarding this submission, please contact me at (812) 456-1216 or you can reach me by e-mail at rrouch@cinergycom.com. Thank you for your time and attention.

Best regards,



Rebekah Rouch
Regulatory Affairs Specialist
Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

Enc 1 original and 3 copies of the replacement sheets for P.S.C. MO Tariff No. 2

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COMMUNICATIONS

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OCT 24 2003

Missouri Public
Service Commission

Missouri Public Service Commission
Data Center
200 Madison Street, Suite 100
Jefferson City, MO 65102

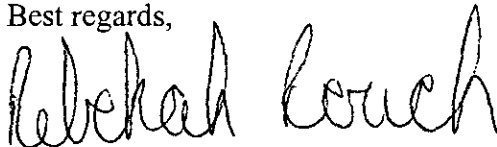
October 23, 2003

Attn: Data Center

Enclosed are one original and three copies of the Competitive Local Exchange Services Tariff No. 2 and one original and three copies of the Access Services Tariff No. 3 filed by Cinergy Communications Company and Cinergy Communications Company d/b/a EarthCall Communications. This tariff describes the Company's rates, rules, and regulations for local exchange and access services. This filing should complete the process of the Registration of Fictitious Name.

If you have any questions regarding this submission, please contact me at (812) 456-1216 or you can reach me by e-mail at rrouch@cinergycom.com. Thank you for your time and attention.

Best regards,



Rebekah Rouch
Regulatory Affairs Specialist
Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

Enc 1 original and 3 copies Competitive Local Exchange Services Tariff No. 2
1 original and 3 copies Access Services Tariff No. 3

CINERGY[®]
COMMUNICATIONS



File Number: 200321308019
Charter # X00534024
Date Filed: 07/22/2003 04:46 PM
Matt Blunt
Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

Registration of Fictitious Name

(Submit in duplicate with filing fee of \$7)

(Must be typed or printed)

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. (Chapter 417, RSMo)

The undersigned is doing business under the following name, and at the following address:

Business name to be registered: Earthcall Communications

Business Address: 1419 W. Lloyd Expressway

(P.O. Box alone not acceptable)

City, State and Zip Code: Evansville, IN 47710

The parties having an interest in the business, and the percentage they own are (if a business entity is owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed):

Name of Owners, Individual or Business Entity	Street and Number	City and State	Zip Code	If listed, Percentage of ownership must equal 100%
Cinergy Communications				
Company	1419 W. Lloyd Expressway	Evansville, IN	47710	100

In Affirmation thereof, the facts stated above are true:

(The undersigned understands that false statements made in this filing are subject to the penalties of a false declaration under Section 575.060 RSMo 1986.)

(Authorized Signature)

Robert A. Bye

(Printed Name)

7-17-03

(Date)

(Authorized Signature)

(Printed Name)

(Date)

(Authorized Signature)

(Printed Name)

(Date)

State of Missouri
Fictitious Creation 1 Page(s)



T0321316585

FOR OFFICIAL USE ONLY

Check # _____

Amount: _____

Filer's Initials: _____

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO INTRASTATE END-USER

TELECOMMUNICATIONS SERVICES WITHIN

THE STATE OF MISSOURI

**CINERGY COMMUNICATIONS COMPANY and
CINERGY COMMUNICATIONS COMPANY d/b/a EARTHCALL COMMUNICATIONS**

1419 W. Lloyd Expressway
Evansville, IN 47710
(800) 599-1000

**CINERGY COMMUNICATIONS COMPANY and
CINERGY COMMUNICATIONS COMPANY d/b/a EARTHCALL COMMUNICATIONS**

Legal and Regulatory Department
8829 Bond Street
Overland Park, Kansas 66214
(913) 492-1230

Issued: October 24, 2003

Effective: November 25, 2003

Issued By: John Cinelli, President
Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

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Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

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Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

**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.

Issued: October 24, 2003

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Issued By: John Cinelli, President
Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by Cinergy Communications Company and Cinergy Communications Company d/b/a EarthCall Communications, hereinafter referred to as the Company, to Subscribers within 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 principle place of business.

Issued: October 24, 2003

Effective: November 25, 2003

Issued By: John Cinelli, President
Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

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

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

Call Forwarding: Provides for transferring incoming calls to another telephone number.

Call Forwarding Variable: Allows subscribers to redirect all incoming calls to another telephone number.

Call Forwarding Busy Line: Automatically redirects incoming calls to a pre-designated telephone number/service outside the subscriber's telephone system when the line is busy. The subscriber selects the forward-to telephone number at time of service installation and can only be changed by a service order.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a different number different from DID calls. The subscriber selects the forward-to telephone number at time of service installation and can only be changed by a service order.

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

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

Commission: The Missouri Public Service Commission.

Issued: October 24, 2003

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Issued By: John Cinelli, President
Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

DEFINITIONS

Communication Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company: Cinergy Communications Company and Cinergy Communications Company d/b/a EarthCall Communications, the issuer of this tariff.

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

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

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

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

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

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

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

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

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

Joint User: A person, firm or corporation that is designated by the Subscriber as a user of services furnished to the Subscriber by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Issued: October 24, 2003

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Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

DEFINITIONS

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

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

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

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

Mbps: Megabits, denotes millions of bits per second.

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

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

Service Commencement Date: The first day following the date on which the Company notifies the Subscriber that the requested service or facility is available for use, unless extended by the Subscriber's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Subscriber's acceptance. The Company and Subscriber may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Subscriber and the Company in the format devised by the Company. The signing of a Service Order by the Subscriber 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.

Issued: October 24, 2003

Effective: November 25, 2003

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Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

DEFINITIONS

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

Speed Dialing: Permits a subscriber to dial from 8 to 32 selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is subscriber-changeable.

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

Three-Way Conference Calling: Allows a subscriber to add a third party to an existing conversation.

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

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

Issued: October 24, 2003

Effective: November 25, 2003

Issued By: John Cinelli, President
Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

REGULATIONS

2.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Missouri. The Company may offer these services over its own or resold facilities

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

The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company network. The Subscriber shall be responsible for all charges due for such service arrangements.

Issued: October 24, 2003

Effective: November 25, 2003

Issued By: John Cinelli, President
Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

REGULATIONS

2.2 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) Subscribers 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. Subscribers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Subscriber of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) 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.
- (E) This tariff shall be interpreted and governed by the laws of the State of Missouri regardless of its choice of laws provision.
- (F) Ameritech or any other ILEC and their affiliated local telephone companies must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Subscribers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

Issued: October 24, 2003

Effective: November 25, 2003

Issued By: John Cinelli, President
Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

REGULATIONS

2.3 Notices and Communications

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

Issued: October 24, 2003

Effective: November 25, 2003

Issued By: John Cinelli, President
Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

REGULATIONS

2.4 Limitations

- (A) Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- (B) The Company reserves the right to discontinue or limit services when necessitated by conditions beyond its control, or when the Subscriber is using service in violation of provisions of this tariff, or in violation of the law.
- (C) The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.5 Assignments and Transfers

- (A) The Company directly controls all facilities provided under this tariff and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the services or facilities.
- (B) Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

Issued: October 24, 2003

Effective: November 25, 2003

Issued By: John Cinelli, President
Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

REGULATIONS

2.6 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Subscriber has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws Missouri Public Service Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Subscriber to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.7 Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.25, infra. The extension of such allowances for interruption shall be the sole remedy of the Subscriber and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Subscriber as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

Issued: October 24, 2003

Effective: November 25, 2003

Issued By: John Cinelli, President
Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

REGULATIONS

2.7 Liability of the Company (Cont.)

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

Issued: October 24, 2003

Effective: November 25, 2003

Issued By: John Cinelli, President
Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

REGULATIONS

2.7 Liability of the Company (Cont.)

- (F) The Company is not liable for any defacement of or damage to Subscriber premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Subscriber against any claim, loss or damage arising from Subscriber's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Subscriber's own communications.
- (H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Subscriber for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- (I) CCC MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THOSE OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT DAMAGES ARISING HEREUNDER SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES AND IN NO EVENT SHALL CCC BE LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND INCLUDING INCIDENTAL, CONSEQUENTIAL, INDIRECT, DIRECT, SPECIAL OR PUNITIVE DAMAGES.

Issued: October 24, 2003

Effective: November 25, 2003

Issued By: John Cinelli, President
Cinergy Communications Company
1419 West Lloyd Expressway
Evansville, IN 47710

REGULATIONS

2.8 Obligations of the Subscriber

The Subscriber shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Subscriber; or the noncompliance by the Subscriber, with these regulations; or by fire or theft or other casualty on the Subscriber Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Subscriber, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Subscriber from the cable building entrance or property line to the location of the equipment space. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Subscriber. The Company may require the Subscriber to demonstrate its compliance with this section prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Subscriber may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Subscriber shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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2.8 Obligations of the Subscriber (Cont.)

- (F) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Subscriber premises or the rights-of-way for which Subscriber is responsible under Section 2.8 (D); and granting or obtaining permission for Company agents or employees to enter the premises of the Subscriber at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) Not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (H) Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Subscriber. No allowance will be made for the period during which service is interrupted for such purposes.

2.9 Claims

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

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

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2.10 Installation

- (A) Service is installed upon mutual agreement between the Subscriber and the Company. The service agreement does not alter rates specified in this tariff
- (B) The Company shall use reasonable efforts to make available services to a Subscriber on or before a particular date, subject to the provisions of and compliance by the Subscriber with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Subscriber.

2.11 Non-Routine Installation

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

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REGULATIONS**2.12 Special Construction**

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

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

2.13 Changes in Service Requested

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

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REGULATIONS**2.14 Provision of Equipment and Facilities**

- (A) The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX, key systems or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all cost at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Subscriber is responsible for ensuring that Subscriber-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Subscriber. The Subscriber may not, nor may the Subscriber permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Subscriber.
- (D) Equipment the Company provides or installs at the Subscriber's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- (E) The Subscriber shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Subscriber when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Subscriber.

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2.14 Provision of Equipment and Facilities, (cont.)

(F) The Company shall not be responsible for the installation, operation, or maintenance of any Subscriber-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (1) the transmission of signals by Subscriber-provided equipment or for the quality of, or defects in, such transmission; or
- (2) the reception of signals by Subscriber-provided equipment.

2.15 Ownership of Equipment and Facilities

Title to all equipment and facilities provided by the Company under this tariff shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

2.16 Shortage of Equipment or Facilities

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

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REGULATIONS**2.17 Subscriber Equipment and Channels**

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

2.18 Station Equipment

- (A) Terminal equipment on the Subscriber's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Subscriber. The Subscriber is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Subscriber is responsible for ensuring that Subscriber-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 Subscriber's expense.

REGULATIONS

2.19 Inspections of Subscriber Equipment

- (A) Upon suitable notification to the Subscriber, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Subscriber is complying with the requirements set forth in Section 2.19(B) for the installation, operation, and maintenance of Subscriber-provided facilities, equipment, and wiring in the connection of Subscriber-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Subscriber-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Subscriber promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Subscriber must take this corrective action and notify the Company of the action taken. If the Subscriber fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

REGULATIONS**2.20 Inspection, Testing, and Adjustments**

Upon reasonable notice, the equipment and facilities provided by the Company shall be made available to the Company for test and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.21 Notification of Service-Affecting Activities

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

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2.22 Interconnection of Facilities

- (A) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections. The Subscriber is responsible for all charges billed by those entities for use in connection with the Company's service.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of other Carriers or the Subscriber shall be provided at the Subscriber's expense.
- (C) Facilities furnished under this tariff may be connected to Subscriber-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).
- (E) Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

REGULATIONS

2.23 Access to Carrier of Choice

Subject to an existing business arrangement between the Company and an interexchange service provider (IXC), Subscribers and End Users of the Company's local service shall have the right to select the IXC of their choice. The IXC should request confirmations/verifications of choice from its Subscribers no later than the date of submission of its first bill to the Subscriber. The Company will maintain signed letters of agency or confirmations of choice on file for use in dispute resolutions.

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REGULATIONS

2.24 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Subscriber. The Company will notify the Commission regarding specific promotions and contests at least 7 days prior to the beginning of each promotion or contest.

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REGULATIONS**2.25 Allowances for Interruptions in Service**

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

Credit for Interruptions

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

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REGULATIONS**2.25 Allowances for Interruptions in Service (Cont.)****Credit for Interruptions (Cont.)**

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

Interruptions of 24 Hours or Less

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

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

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

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

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2.26 Limitations on Allowances

No credit allowance will be made for:

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

REGULATIONS**2.27 Payment for Service**

The Subscriber is responsible for the payment of all charges for facilities and services furnished by the Company to the Subscriber and to all Users authorized by the Subscriber, regardless of whether those services are used by the Subscriber itself or are resold to or shared with other persons. All charges due by Subscriber are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Missouri Public Service Commission.

Company billing invoices will be considered correct and binding upon the Subscriber if no written notice is received from the Subscriber within ninety (90) days of the date of the invoice. Subscribers may advise the Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message. However, the Company requires a written, signed statement for official documentation purposes. Adjustments to Subscriber's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed elements of the invoice will be temporarily suspended pending resolution of the dispute. The Subscriber, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

2.28 Taxes

The Subscriber 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 Company's net income) imposed on or based upon the provision, sale or use of the Company network services. All applicable taxes are to be listed as separate line items in Subscriber's billing invoices and are not included in the quoted rates herein.

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2.29 Advance Payments

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

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2.30 Service Implementation Charges

Absent a promotional offering, service implementation charges of \$15.00 per service order will apply to new service order or to orders to change existing service.

2.31 Reconnection Charges

A reconnection fee of \$25.00 per occurrence may be charged when service is re-established for Subscribers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged.

2.32 Returned Check Charges

A fee of \$25.00, or five percent of the amount of the check, whichever is greater, may be charged for each check returned for insufficient funds.

2.33 Late Payment Charges

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 that are not immediately available, 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 the lesser of the highest percentage allowable by the Missouri Public Service Commission or a late factor of 1.5% per month. A late payment penalty may be assessed only once on any bill for rendered services.

REGULATIONS

2.34 Billing and Collection of Charges

- (A) Non-recurring charges are due and payable from the Subscriber within 21 days after the invoice date, unless otherwise agreed to in advance.
- (B) The Company shall present invoices for Recurring Charges monthly to the Subscriber, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 21 days after the invoice date. When billing is based on Subscriber usage, charges will be billed monthly for the preceding billing periods.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (D) Billing of the Subscriber by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Subscriber 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.
- (G) Subscribers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- (H) If service is disconnected by the Company in accordance with Section 2.42 following and later restored, restoration of service will be subject to all applicable installation charges

REGULATIONS**2.35 Operator Services Rules**

The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

- (1) identify itself at the time the end-user accesses its services;
- (2) upon request, quote all rates and charges for its services to the end-user accessing its system;
- (3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
 - (a) the operator service provider's name and address;
 - (b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - (c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - (d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party that will appear on the operator service provider's bill for services rendered.
- (4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation that may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- (5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

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REGULATIONS**2.36 Access to Telephone Relay Services**

Where required by the Commission, the Company will participate in telephone relay service for handicapped and/or hearing-impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required to state law.

2.37 Universal Emergency Telephone Number Service (911, E911)

- (A) This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- (B) 911 Information consisting of the names, addresses and telephone numbers of all telephone Subscribers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purposes of responding to an emergency call in progress.
- (C) The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- (D) After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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REGULATIONS**2.37 Universal Emergency Telephone Number Service (911, E911) (cont.)**

- (E) The Company assumes no liability for any infringement, or invasion of any right to privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Subscriber or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right to privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 service features furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 services hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.
- (F) The Company is obligated to supply the E-911 service provider in the Company's service area with accurate information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange telecommunications company whose service is being resold pursuant to these tariffs.
- (G) At the time the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in order to accurately and properly update the database for E-911.
- (H) The Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- (I) The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310. The Company will observe and adhere to the Commission's emergency telephone service rules in 4 CSR 240-34.

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2.38 Directory Listings

- (A) The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Subscriber's main billing number to be placed in the directory of directories of the dominant local exchange carrier.
- (B) The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.
- (C) The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of the publication of such listings in the directories.

REGULATIONS

2.38 Directory Listings (cont.)

- (D) Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings which in, its sole judgment, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the Subscriber cannot provide satisfactory evidence that he or she is authorized to do business as requested.
- (E) The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.
- (F) Generally, the listed address is the location of the subscriber's place of business.
- (G) Liability of the Company due to directory errors and omissions is specified in Section 2.7 of this tariff.
- (H) Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and business telephone number. The main listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted.

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2.39 Cancellation of Service by the Subscriber

- (A) Subscriber may cancel service by providing 30 days written notice to the Company.
- (B) If a Subscriber cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.25, supra), the Subscriber agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.35.
- (C) The Subscriber's termination liability for cancellation of service shall be equal to:
 - (1) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Subscriber; plus
 - (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Subscriber; plus
 - (3) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
 - (4) a reasonable allowance for costs avoided by the Company as a direct result of the Subscriber's cancellation.

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REGULATIONS**2.40 Cancellation of Application for Service**

- (A) Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Subscriber to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Subscriber, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Subscriber had service commenced (all discounted to present value at six percent).
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.40(A) through 2.40(C) will be calculated and applied on a case-by-case basis.

2.41 Cancellation for Service Interruptions

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

REGULATIONS**2.42 Discontinuance of Service**

The Company expressly retains the right to refuse or discontinue service without incurring any liability for any of the following reasons, provided that, unless otherwise stated, the Subscriber shall be given 10 days written notice to comply with any rule or to remedy any deficiency:

- (A) For the nonpayment of any amounts owing to the Company, the Company may, by giving 10 days prior written notice to the Subscriber, discontinue or suspend service without incurring any liability.
- (B) For the violation and/or noncompliance of any of the other material terms or conditions for furnishing service as established by the applicable tariff rules or Commission's administrative regulations pertaining to said service, the Company, after having first made a reasonable effort to obtain the Subscriber's compliance, may, after giving notice to the Subscriber, 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 Subscriber or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Subscriber, may discontinue or suspend service without incurring any liability.
- (D) Upon the Subscriber'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 federal, state, or local governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may, by giving notice, discontinue service without incurring any liability. The Company may immediately discontinue service if said governmental entity orders for the immediate termination thereof.

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REGULATIONS**2.42 Discontinuance of Service (Cont.)**

- (F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (G) Without notice, in the event anyone tampers with any of the Company's equipment or services installed at or provided to Subscriber's premises.
- (H) For the use of telephone service for any property or purpose other than that described in the application.
- (I) For neglect or refusal of Subscriber to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- (J) Upon the use of service or facilities for calls, anonymous or otherwise, in a manner reasonably to be expected to frighten, abuse, torment, or harass another, the Company may immediately discontinue service without incurring any liability.
- (K) The Company reserves the right to cancel any contract for service with, and to discontinue service to, any person who uses or permits the use of obscene, profane or grossly abusive language over, or by means of, the Company's facilities, and who, after reasonable notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

Upon the Company's discontinuance of service to the Subscriber under Section 2.42 (A) or 2.42 (B), 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 that would have been payable by the Subscriber during the remainder of the term for which such services would have otherwise been provided to the Subscriber to be immediately due and payable (discounted to present value at six percent).

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REGULATIONS

2.43 Convenience Fee

The Company will provide each customer with the ability to view their invoice electronically and to pay their invoice either through an automatic credit payment, an automatic ACH payment, or an on-demand credit card or ACH payment. For those customers who would like to receive a paper copy of their invoice delivered to their address, or for those customers who would like to pay by means of a check, there will be an additional \$2.95 per month service and handling charge billed to their account.

2.44 Number Intercept

Whenever the Subscriber's number is changed after the directory is published, the Company will intercept calls to the former number and give the calling party the new number for a minimum of 30 days at no charge if the central office equipment permits and the Subscriber so requests.

2.45 Listing of the Waivers

Missouri statutes and Commission rules waived by the Commission in the Company's application for basic local exchange service.

Missouri Statutes

392.210.2
392.240(1)
392.270
392.280
392.290
392.300.2
392.310
392.320
392.330
392.340

Commission Rules

4 CSR 240-10.020
4 CSR 240-3.545 (2)(C)
4 CSR 240-30.040
4 CSR 240-3.550 (5) (C)
4 CSR 240-33.030
4 CSR 240-3.510 (1)(C)

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REGULATIONS**2.46 Caller ID**

This feature enables the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. When Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle.

Per line blocking for blocking of CPN will be available upon request, at no charge, only to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Applicant:

- Private, nonprofit, tax exempt, domestic violence intervention agencies
- Federal, state, and local law enforcement agencies

The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediate prior to placing a call. Line blocking Customer can unblock their CPN information on a per call basis, at no charge, by dialing an access code (*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customer will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

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REGULATIONS

2.47 Customer Rights and Responsibilities

The following is an example of the MO Customer Bill of Rights that the Company will send to every new residential customer in the State of Missouri.

MO Customer Bill of Rights

Rights and Responsibilities of Missouri Residential Telephone Customer

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone customer.

Your Telephone Bill

You will receive a monthly telephone bill from EarthCall Communications for service. EarthCall Communications provides basic local and long distance telephone service. EarthCall Communications may require a deposit or advanced payment for service. Payment in full is due within 21 days of the date of the bill. If payment is not received within 21 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach EarthCall Communications by the due date.

Payment Arrangements

Payment must be sent to EarthCall Communications. Payment for service may be made by various means including electronic payment, credit or debit card, or by check. Payments may also be made in cash, but only at EarthCall Communications' main office location: 1419 West Lloyd Expressway, Evansville, IN 47710. If you are temporarily having difficulty paying your telephone bill, please call EarthCall Communications immediately at (800) 599-1000. By doing this, you may avoid suspension or disconnection of your phone service.

Disconnection or Suspension of Telephone Service

Your telephone service is subject to suspension or disconnection for any of the reasons listed below:

- 1) Nonpayment of an undisputed delinquent account.
- 2) Failure to post a required deposit or guarantee.
- 3) Unauthorized use of telephone utility equipment in manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- 4) Failure to comply with the terms of a settlement agreement.
- 5) Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- 6) Misrepresentation of one's identity in obtaining telephone utility service.
- 7) Any reason provided by federal and state law.

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REGULATIONS

2.47 Customer Rights and Responsibilities cont.

If service is suspended, your telephone number is reserved for 7 days and you will not be charged installation charges again. If service is disconnected, a new telephone number will be assigned and you will be required to pass a credit check and pay installation charges again.

Reconnection of Service

After local telephone service has been disconnected, EarthCall Communications will restore your service when the reason for the disconnect has been remedied. Before restoring your service, the following will be required:

- 1) Payment for all undisputed amounts must be received by EarthCall Communications.
- 2) Installation charges must be paid if your service has been disconnected. Installation charges will not be charged if your service has been suspended.
- 3) A credit check must be completed with satisfactory results.

Procedure for Handling Inquiries and Complaints

Telephone inquiries may be directed to the EarthCall Communications's Customer Service Department at (800) 599-1000. Written inquiries may be directed to this address: EarthCall Communications, Customer Service Department, 1419 West Lloyd Expressway, Evansville, IN 47710.

Filing a Complaint with the Missouri Public Service Commission

If EarthCall Communications cannot resolve your complaint, you may file an informal complaint with the Missouri Public Service Commission by calling (800) 392-4211 or writing the Missouri Public Service Commission at this address: Governor's Office Building, 200 Madison Street, P.O. Box 360, Jefferson City, Missouri 65101.

You may contact the Missouri Office of the Public Counsel, representing the public before the Public Service Commission. The Missouri Office of the Public Counsel has an office at the Governor's Office Building, Jefferson City, Missouri 65101. The Public Counsel's telephone number is (573) 751-4857.

APPLICATION OF RATES**3.1 Introduction**

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

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in their entirety based upon the rates of the originating time period.
- (E) All times refer to local time.

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APPLICATION OF RATES

3.3 Rates Based Upon Distance

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

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

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APPLICATION OF RATES

3.3 Rates Based Upon Distance (Cont.)

(B) The airline distance between any two rate centers is determined as follows:

- (1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the Bellcore Local Exchange Routing guide referenced in Section 3.3(A).
- (2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- (3) Square each difference obtained in step (2) above.
- (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
- (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (6) 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.

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

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APPLICATION OF RATES

3.4 Reserved for future use

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SERVICE AREAS

4.1 Calling Areas

Geographically-defined Local Calling Areas are associated with each Exchange Access Service provided pursuant to Section 5. Customers in the exchanges listed below, who subscribe to the Exchange Access Services listed in Section 5, will have flat rate local access to all stations within their own exchange, as well as to the corresponding exchanges listed as Extended Service Area. If there are no exchanges listed in the Extended Service Area then the customers may only call stations within their own exchange. Local Calling to these areas is included in the price for the basic features listed in Section 5. Exchange Access Services bearing the following designations shall have the following Local and Additional Exchange Calling Areas:

<u>Exchange</u>	<u>Extended Service Area</u>
Adrian	Archie
Advance	Bell City
Agency	St Joseph
Altenburg-Frohna	Pocahontas-New Wells
Antonia	Cedar Hill, Herculaneum-Pevely High Ridge, Hillsboro, Imperial And Maxville
Archie	Adrian
Armstrong	Fayette, Glasgow
Ash Grove	
Beaufort	
Bell City	Advance, Oran

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SERVICE AREAS

4.1 Calling Areas

Exchange

Belton

Extended Service Area

Bethel, Blue Springs, Bonner Springs,
East Independence, Gladstone,
Kansas City Principal, Lee's Summit, Liberty
Nashua, Olathe, Parkville, Raytown
South Kansas City, Stanley, and Tiffany Springs

Benton

Chaffee, Oran and Scott City

Billings

Clever and Republic

Bismarck

Flat River, Leadwood

Bloomfield

Dexter, Essex

Bloomsdale

Ste. Genevieve

Blue Springs

Belton, Bethel, Bonner Springs,
East Independence, Gladstone,
Kansas City Principal, Lee's Summit, Liberty
Nashua, Olathe, Parkville, Raytown
South Kansas City, Stanley, and Tiffany Springs

Bonne Terre

Flat River, Leadwood

Boonville

New Franklin

Bowling Green

Brookfield

Camdenton

Gravois Mills, Lake Ozark - Osage Beach

Campbell

Cape Girardeau

Jackson, Scott City

Cardwell

Hornersville, Senath

Carl Junction

Joplin, Webb City

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SERVICE AREAS

4.1 Calling Areas

Exchange

Extended Service Area

Carrollton

Carthage

Caruthersville

Deering, Hayti

Cedar Hill

Antonia, High Ridge, Hillsboro and Ware

Center

Chaffee

Benton, Delta, Oran, Scott City

Charlston

East Prairie, Wyatt

Chesterfield

Manchester, Harvester and Pond,
and Creve Coeur

Chillicothe

Clarksville

Louisiana, Paynesville

Clever

Billings, Nixa and Republic

Climax Spring

Creve Coeur

Bridgeton, Ferguson, Florissant, Kirkwood,
Ladue, Mehlville, Oakville, Overland, Riverview,
St. Louis Principal, Sappington, Spanish Lake,
And Webster Groves.

DeKalb

Rushville, St. Joseph

Delta

Chaffee, Oran

DeSoto

Festus-Crystal City, Hillsboro and Ware

Dexter

Bloomfield, Essex

Downing

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SERVICE AREAS

4.1 Calling Areas

Exchange

Extended Service Area

East Prairie

Charleston

Edina

Eldon

Lake Ozark-Osage Beach, Tuscumbia

Elsberry

Paynesville

Essex

Dexter, Bloomfield

Eureka

High Ridge, Manchester, Pacific, Pond and Valley Park

Excelsior Springs

Fair Grove

Nixa, Republic, Rogersville, Springfield Principal,
Strafford, and Willard.

Farley

Farmington

Flat River

Fayette

Armstrong, Glasgow and New Franklin

Fenton

Maxville, Valley Park and High Ridge, Kirkwood and
Sappington.

Festus-Crystal City

DeSoto, Herculaneum-Pevely, Hillsboro

Fisk

Poplar Bluff

Flat River

Bismarck, Bonne Terre, Farmington, Leadwood

Florissant

Bridgeton, Creve Coeur, Ferguson, Kirkwood,
Ladue, Mehlville, Oakville, Overland, Riverview,
St. Louis Principal, Sappington, Spanish Lake,
And Webster Groves.

Frankford

Fredricktown

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SERVICE AREAS

4.1 Calling Areas

Exchange

Extended Service Area

Freeburg

Fulton

Gideon

Malden, Risco

Gladstone

Belton, Bethel, Blue Springs,
Bonner Springs, East Independence,
Kansas City Principal, Lee's Summit, Liberty
Nashua, Olathe, Parkville, Raytown
South Kansas City, Stanley, and Tiffany Springs

Glasgow

Armstrong, Fayette

Grain Valley

Blue Springs

Gravois Mill

Camdenton, Lake Ozark-Osage Beach, Versailles

Gray Summit

Pacific, Union

Greenwood

Belton and Lee's Summit

Hannibal

Harvester

Chesterfield, Pond, St. Charles

Hayti

Caruthersville, Deering, Wardell

Herculaneum-Pevely

Antonia, Festus-Crystal City and Imperial

Highbee

Moberly

High Ridge

Antonia, Cedar Hill, Eureka, Fenton, Maxville and Valley Park

Hillsboro

Antonia, Cedar Hill, DeSoto, Festus-Crystal City and Ware

Holcomb

Kennett

Hornersville

Cardwell and Senath

Imperial

Antonia, Herculaneum-Pevely, Maxville, and Oakville

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SERVICE AREAS

4.1 **Calling Areas**

Exchange

Extended Service Area

Jackson

Cape Girardeau, Oak Ridge, Pochontas-New Wells

Jasper

Joplin

Carl Junction, Webb City

Kansas City Principal

Belton, Bethel, Blue Springs,
Bonner Springs, East Independence,
Gladstone, Lee's Summit, Liberty
Nashua, Olathe, Parkville, Raytown
South Kansas City, Stanley, and Tiffany Springs

Kennett

Deering, Holcomb, Senath

Kirksville

Kirkwood

Bridgeton, Creve Coeur, Ferguson, Florissant,
Ladue, Mehlville, Oakville, Overland, Riverview,
St. Louis Principal, Sappington, Spanish Lake,
And Webster Groves.

Knob Noster

Ladue

Bridgeton, Creve Coeur, Ferguson, Florissant,
Kirkwood, Mehlville, Oakville, Overland, Riverview,
St. Louis Principal, Sappington, Spanish Lake,
And Webster Groves.

Lake Ozark-OsageBeach

Camdenton, Eldon, Gravois Mills, Tuscumbia

Lamar

LaMonte

Leadwood

Bismarck, Bonne Terre, Flat River

Leavenworth-Lansing

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SERVICE AREAS**4.1 Calling Areas****Exchange**

Lee's Summit

Extended Service Area

Belton, Bethel, Blue Springs,
Bonner Springs, East Independence,
Gladstone, Kansas City Principal, Liberty
Nashua, Olathe, Parkville, Raytown
South Kansas City, Stanley, and Tiffany Springs

Liberty

Belton, Bethel, Blue Springs,
Bonner Springs, East Independence,
Gladstone, Kansas City Principal, Lee's Summit
Nashua, Olathe, Parkville, Raytown
South Kansas City, Stanley, and Tiffany Springs

Lilbourn

Marston, New Madrid

Linn

Lockwood

Louisiana

Clarksville

Macks Creek

Malden

Gideon, Risco

Manchester

Chesterfield, Eureka, Pond , Valley Park, Creve Coeur and
Kirkwood

Marble Hill

Marceline

Marionville

Marshall

Marston

Lilbourn, New Madrid and Portageville

Maxville

Antonia, Fenton, High Ridge, Imperial, Mehlville, Oakville and
Sappington

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SERVICE AREAS

4.1 Calling Areas

Exchange

Mehlville

Extended Service Area

Bridgeton, Creve Coeur, Ferguson, Florissant,
Kirkwood, Ladue, Oakville, Overland, Riverview,
St. Louis Principal, Sappington, Spanish Lake,
And Webster Groves.

Meta

Mexico

Moberly

Higbee

Monett

Pierce City

Montgomery City

Morehouse

Sikeston

Neosho

Nevada

New Franklin

Boonville, Fayette

New Madrid

Lilbourn, Marston

Nixa

Fair Grove, Republic, Rogersville,
Springfield Principal, Strafford, and Willard.

OakRidge

Jackson, Pocahontas-New Wells

Oakville

Bridgeton, Creve Coeur, Ferguson, Florissant,
Kirkwood, Ladue, Mehlville, Overland, Riverview,
St. Louis Principal, Sappington, Spanish Lake,
And Webster Groves.

Old Appleton

Perryville

Oran

Bell City, Benton, Chaffee, Delta

Pacific

Gray Summit, Eureka, Pond

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SERVICE AREAS

4.1 **Calling Areas**

Exchange

Extended Service Area

Patton

Paynesville

Clarksville, Elsberry

Perryville

Old Appleton, St. Marys

Pierce City

Monett

Pocahontas-New Wells

Altenburg-Frohna, Jackson, Oak Ridge

Pond

Chesterfield, Eureka, Harvester, Manchester, Pacific

Poplar Bluff

Fisk, Qulin

Portage Des Sioux

Portageville

Marston

Puxico

Qulin

Poplar Bluff

Republic

Fair Grove, Nixa, Rogersville,
Springfield Principal, Strafford, and Willard.

Richmond

Richwoods

Risco

Gideon, Malden

Rogersville

Fair Grove, Nixa, Republic,
Springfield Principal, Strafford, and Willard.

Rushville

DeKalb, St. Joseph

St. Charles

Harvester

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SERVICE AREAS**4.1 Calling Areas****Exchange****Extended Service Area**

St. Clair

Ste. Genevieve

Bloomsdale, St. Marys

St. Joseph

Agency, DeKalb, Rushville, San Antonio

St. Louis Principal

Bridgeton, Creve Coeur, Ferguson, Florissant,
Kirkwood, Ladue, Mehlville, Oakville, Overland,
Riverview, Sappington, Spanish Lake,
And Webster Groves.

St. Marys

Perryville, Ste. Genevieve

San Antonio

St. Joseph

Sappington

Bridgeton, Creve Coeur, Ferguson, Florissant,
Kirkwood, Ladue, Mehlville, Oakville, Overland,
Riverview, St. Louis Principal, Spanish Lake,
And Webster Groves.

Scott City

Benton, Cape Girardeau, Chaffee

Sedalia

Senath

Cardwell, Homersville, Kennett

Sikeston

Morehouse

Slater

Smithville

Ferrelview, Liberty and Nashua

Springfield Principal

Fair Grove, Nixa, Republic,
Rogersville, Strafford, and Willard.

Stanberry

Strafford

Fair Grove, Nixa, Republic,
Rogersville, Springfield Principal, and Willard.

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SERVICE AREAS**4.1 Calling Areas****Exchange****Extended Service Area**

Trenton

Brimson, Galt, Laredo, Spickard

Tuscumbia

Eldon, Lake Ozark-Osage Beach

Union

Gray Summit

Valley Park

Fenton, Eureka, High Ridge, Manchester, and Kirkwood

Versailles

Gravois Mills

Vienna

Walnut Grove

Wardell

Hayti

Ware

DeSoto, Cedar Hill, Hillsboro

Washington

Webb City

Carl Junction, Joplin

Wellsville

Westphalia

Willard

Fair Grove, Nixa, Republic,
Rogersville, Springfield Principal, and Strafford.

Wyatt

Charleston

SERVICE AREAS

4.2 Exchange Area Rates Classes and UNE Zones

Rate Center	UNE Zone	Rate Group
ADRIAN	3	A
ADVANCE	3	A
AGENCY	3	A
ALTENBERG-FROHNA	3	A
ANTONIA	3	A
ARCHIE	3	A
ARMSTRONG	3	A
ASH GROVE	3	A
BEAUFORT	3	A
BELL CITY	3	A
BELTON	1	D
BENTON	3	A
BILLINGS	3	A
BISMARCK	3	A
BLOOMFIELD	3	A
BLOOMSDALE	3	A
BLUE SPRING	1	D
BONNE TERRE	2	B
BOONVILLE	2	B
BOWLING GREEN	3	A
BROOKFIELD	3	A
CAMDENTON	2	B
CAMPBELL	3	A
CAPE GIRARDEAU	2	B
CARDWELL	3	A
CARL JUNCTION	3	A
CARROLLTON	3	A
CARTHAGE	2	B
CARUTHERSVILLE	3	A
CEDAR HILL	2	B
CENTER	3	A

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SERVICE AREAS**4.2 Exchange Area Rates Classes and UNE Zones**

Rate Center	UNE Zone	Rate Group
CHAFFEE	3	A
CHARLESTON	3	A
CHESTERFIELD	2	B
CHILLICOTH	2	B
CLARKSVILLE	3	A
CLEVER	3	A
CLIMAX SPRING	3	A
CREVE COEUR	1	D
DE KALB	3	A
DE SOTO	2	B
DEERING	3	A
DELTA	3	A
DEXTER	2	B
DOWNING	3	A
EAST PRAIRIE	3	A
EDINA	3	A
ELDON	2	B
ELSBERRY	3	A
ESSEX	3	A
EUREKA	2	B
EXCELSIOR SPRING	2	B
FAIR GROVE	4	C
FARLEY	3	A
FARMINGTON	2	B
FAYETTE	3	A
FENTON	2	B
FISK	3	A
FLAT RIVER	2	B
FRANKFORD	3	A
FREDERICKTON	2	B

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SERVICE AREAS**4.2 Exchange Area Rates Classes and UNE Zones**

Rate Center	UNE Zone	Rate Group
FREEBURG	3	A
FESTUS-CRYSTAL CITY	2	B
FULTON	2	B
GIDEON	3	A
GLASGOW	3	A
GRAIN VALLEY	3	A
GRAVOIS MILL	2	B
GRAY SUMMIT	3	A
GREENWOOD	2	B
HANNIBAL	2	B
HARVESTER	2	B
HAYTI	3	A
HERCULANEUM- PEVELY	3	A
HIGBEE	3	A
HIGH RIDGE	2	B
HILLSBORO	3	A
HOLCOMB	3	A
HORNERSVILLE	3	A
IMPERIAL	2	B
JACKSON	2	B
JASPER	3	A
JOPLIN	2	B
KANSAS CITY	1	D
KENNETT	2	B
KIRKSVILLE	2	B
KIRKWOOD	1	D
KNOBNOSTER	2	B
LA MONTE	3	A
LADUE	1	D
LAMAR	3	A
LANCASTER	3	A
LEADWOOD	3	A
LEAVENWORTH- LANSING	1	D

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SERVICE AREAS**4.2 Exchange Area Rates Classes and UNE Zones**

Rate Center	UNE Zone	Rate Group
LEES SUMMIT	1	D
LIBERTY	1	D
LILBOURN	3	A
LINN	3	A
LAKE OZARK		
OSAGE BEACH	2	B
LOCKWOOD	3	A
LOUISIANA	3	A
MACKSCREEK	3	A
MALDEN	3	A
MANCHESTER	2	B
MARBLE HILL	3	A
MARCELINE	3	A
MARIONVILLE	3	A
MARSHALL	2	B
MARSTON	3	A
MAXVILLE	2	B
MEHLVILLE	1	D
META	3	A
MEXICO	2	B
MOBERLY	2	B
MONETT	2	B
MONTGOMERY CITY	3	A
MOREHOUSE	3	A
NEOSHO	2	B
NEVADA	2	B
NEW MADRID	3	A
NEW FRANKLIN	3	A
NIXA	4	C
OAK RIDGE	3	A
OAKVILLE	1	D
OLD APPLETON	3	A
ORAN	3	A
PACIFIC	2	B

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SERVICE AREAS**4.2 Exchange Area Rates Classes and UNE Zones**

Rate Center	UNE Zone	Rate Group
PATTON	3	A
PAYNESVILLE	3	A
PERRYVILLE	2	B
PIERCE CITY	3	A
POCAHONTAS	3	A
POND	2	B
POPLAR BLUFF	2	B
PORTAGEVILLE	3	A
PORTAGE SIOUX	3	A
PUXICO	3	A
QULIN	3	A
REPUBLIC	4	C
RICHMOND	2	B
RICHWOODS	3	A
RISCO	3	A
ROGERSVILLE	4	C
RUSHVILLE	3	A
SAN ANTONIO	3	A
SAPPINGTON	1	D
SCOTT CITY	3	A
SEDALIA	2	B
SENATH	3	A
SIKESTON	2	B
SLATER	3	A
SMITHVILLE	3	A
SPRINGFLD	4	C
ST CHARLES	2	B
ST CLAIR	2	B
ST JOSEPH	2	B
ST LOUIS	1	D
ST MARYS	3	A
STANBERRY	3	A
STE. GENEVIEVE	2	B

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SERVICE AREAS

4.2 Exchange Area Rates Classes and UNE Zones

Rate Center	UNE Zone	Rate Group
STRAFFORD	4	C
TRENTON	3	A
TUSCUMBIA	3	A
UNION	2	B
VALLEY PARK	2	B
VERSAILLES	3	A
VIENNA	3	A
WALNUT GROVE	3	A
WARDELL	3	A
WARE	3	A
WASHINGTON	2	B
WEBB CITY	2	B
WELLSVILLE	3	A
WESTPHALIA	3	A
WILLARD	4	C
WYATT	3	A

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EXCHANGE ACCESS SERVICE

5.1 General

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

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

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

The following Exchange Access Services are offered:

Superlink Services
Elite Package

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EXCHANGE ACCESS SERVICE

5.2 Superlink Services

5.2.1 Elite Package

The Elite Package provides business customers with a single, voice-grade telephonic communications channel that is enhanced with the following features below (all features below are available in this package at no additional cost, but not all will be used by each customer). Please refer to section 4.2 for the applicable exchange zone.

Alternate Answering	Caller ID with Call Waiting
Alternate Answering--Cust. Control Option	Easy Calling
Automatic Callback	Hunting
Automatic Callback Block	Multi Ring Service
Busy Line Transfer	Repeat Dialing
Busy Line Transfer - Cust. Control Option	Repeat Dialing Block
Call Forwarding - Variable	Speed Calling 8
Call Screening	Speed Calling 30
Call Waiting	Three-way Calling
Caller ID	Touch Tone
Caller ID with Name	900/976 Call Blocking

Monthly recurring rates per Elite Package Line apply as follows:

	<u>Month-to-Month</u>	<u>12 Months</u>
Elite Package		
Zone 1	\$27.95	\$26.95
Zone 2	\$28.95	\$N/A
Zone 3	\$N/A	\$N/A
Zone 4	\$27.95	\$26.95

Termination charges are applicable for services that have a contract length greater than one month. The termination charges shall be equal to the number of months remaining in the contract multiplied by the monthly rate provided under the contract.

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EXCHANGE ACCESS SERVICE

5.3 Reserved for future use

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EXCHANGE ACCESS SERVICE

5.4 Reserved for future use

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EXCHANGE ACCESS SERVICE

5.5 Reserved for future use

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EXCHANGE ACCESS SERVICE

5.6 Reserved for future use

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EXCHANGE ACCESS SERVICE

5.7 Reserved for future use

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EXCHANGE ACCESS SERVICE

5.8 Reserved for future use

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EXCHANGE ACCESS SERVICE

5.9 Reserved for future use

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EXCHANGE ACCESS SERVICE

5.10 Reserved for future use

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EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Directory Listings

For each Subscriber of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Subscriber's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Subscriber's option, the Company will arrange for additional listings at the following rates:

<u>Type</u>	<u>Monthly Recurring</u>
Additional Listing	\$3.07
Foreign Directory Listing	\$2.85
Non-Listed/Semi-Private Listing	\$1.54
Non-Published/Private Listing	\$2.04

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EXCHANGE ACCESS OPTIONAL FEATURES

6.2 Reserved for Future Use

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EXCHANGE ACCESS OPTIONAL FEATURES

6.3 Reserved for future use

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RESOLD LOCAL EXCHANGE SERVICES

7.1 Description

Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certified Local Exchange Carriers, in combination with Company provided usage services, miscellaneous services or interstate/international services.

7.2 Rates

Resold features associated with resold local exchange service will be priced at 5% below or at the same rates established for such features in the underlying carrier's effective intrastate tariff.

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RESERVED FOR FUTURE USE

8.1 Reserved for future use

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MISCELLANEOUS SERVICES

9.1 Operator Services

An outsourced provider will provide operator Handled Calling Services to a Subscriber and Users of Company-provided Exchange Access Services.

9.2 Service Implementation

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

Initial Service Connection Charge- This charge applies once per order for any of the following transactions: Ordering new lines; Move from one premise to another; Telephone number change at the Customer's request; Change in class or grad of service at the customer's request; Changing lines from or to rotary hunting.

Subsequent Service Connection- This charge applies upon a customer's request to add or change features on the customer's account.

Line Connection charge- This charge applies once per order for any of the following transactions: Connection of a line at the central office on a per line basis; Moving a line to a different location.

Add/Change Existing Service- This charge applies once per occurrence for the following transactions: Customer request for phone number change; Restoring service after suspension for non-pay.

Service Order Charge subsequent to initial installation- Applies for customer requested installations, moves, or changes at the customer's premises for each one hour increment. Once a new increment has begun, customer will be billed for entire increment.

Hourly Premises Work Charge- Applies for customer requested installations, moves or changes at the customer's premises for each one hour increment. Once a new increment has begun, customer will be billed for entire increment.

Records Work Charge- This charge applies once per occurrence for the following transactions: Changes in listed name or address; Changes in method of billing for services; Adding additional listings or other types of special listings.

Charge Description	Rates
Add/Change Existing Features	\$15.65
Subsequent Service Connection Charge	\$7.75
Line Connection Charge	\$51.84
Hourly Premises Work Charge (first 15 minutes)	\$42.65
- Each additional 15 minute increment	\$15.35

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MISCELLANEOUS SERVICES

9.3 Restoration of Service

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established.

Rates

Non-Recurring

Per occasion	\$ 7.75
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SPECIAL ARRANGEMENTS**10.1 Special Construction**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

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

10.2 Termination Liability

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

- (A) The termination liability period is the estimated service life of the facilities provided.
- (B) The amount of the maximum termination liability is equal to the estimated amounts for:
 - (1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) rights-of-way;
 - (e) license preparation, processing, and related fees;
 - (f) tariff preparation, processing, and related fees;
 - (g) cost of removal and restoration, where appropriate; and
 - (h) any other identifiable costs related to the specially constructed or rearranged facilities.

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SPECIAL ARRANGEMENTS

10.2 Termination Liability (Cont.)

- (C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 10.2 (B)(1) above, by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 10.2 (B)(1) above, shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

10.3 Individual Case Basis (ICB) Arrangements

Rates for Dedicated Access and Private Lines services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts 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.

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