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November 17, 2006

VIA OVERNIGHT DELIVERY

Ms. Colleen Dale
Chief ALJ and Executive Secretary
Missouri Public Service Commission
200 Madison Street, Suite 100
Jefferson City, MO 65102

FILED³

NOV 21 2006

Missouri Public
Service Commission

Re: Airespring, Inc.
Initial Tariff Filing

Dear Ms. Dale:

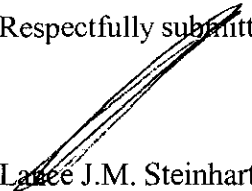
Pursuant to Order Granting Certificate to Provide Resold and Facilities-Based/UNE-P Basic Local Telecommunications Services, enclosed please find an original and three (3) copies of Airespring, Inc.'s Initial Tariff Filing.

Also enclosed please find a sample Missouri invoice which reflects the Missouri Universal Service Fund as well as an Acknowledgement Receipt of \$100.00 as required by Rule 6.01(m) for myself from the Clerk of the Supreme Court.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Respectfully submitted,


Lance J.M. Steinhart
GA Bar No. 678222
Attorney for Airespring, Inc.

Enclosures

cc: Cynthia Firstman

Michael Dandino, Office of Public Counsel

General Counsel, Missouri Public Service Commission



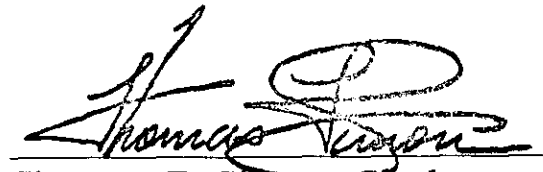
THOMAS F. SIMON
CLERK

CLERK OF THE SUPREME COURT
STATE OF MISSOURI
POST OFFICE BOX 150
JEFFERSON CITY, MISSOURI
65102

TELEPHONE
(573) 751-4144

November 17, 2006

This will hereby acknowledge receipt of \$100 as required by Rule 6.01(m) from Lance J. M. Steinhart, appearing in the matter of Airespring, Inc.'s filing of proposed Local Exchange Telecommunications Tariff, to be filed with the Missouri Public Service Commission.



Thomas F. Simon, Clerk

AIRESPRING, INC.

Account No.: [Insert account number]

[Billing
Cycle Date]

Payment Page

Send With Payment

Amount Due:

Notice: Late charge details on Summary Page

\$

Please Pay By: [Late By Date]

Customer: [Insert Customer's Name]

Address: [Insert Customer's Address]

Questions Call: (888) 389-2899

AIRESPRING, INC.

Account No.: [Insert account number]

Summary Page

From Last Bill	\$
Last Bill	\$
Payments	\$
Current Charges	\$
Taxes/Misc. Charges	\$

Subtotal Pay By: [Late By Date]

\$

This bill was mailed on [Date Bill Mailed]. A late payment charge of 1.5% will apply to any amounts not received by [Late By Date].

AIRESPRING, INC.

Account No.: [Insert account number]

How Your Charges are Billed

Your telephone bill includes two types of service charges:

1. Regulated Service Charges - Charges for local telephone service, dial tone line, associated services and installation charges that are regulated by the State Corporation Commission. Your bill will always include some regulated service charges, even if you do not use your phone.
2. Non-Regulated Charges - Charges for toll services, Directory Advertising and other services not regulated by the State Corporation Commission, Toll Charges - Charges for both regional and long distance toll calls Directory Advertising (DA) - Charges for advertising in the Directory.

	Past Due Balances*	Current Charges	Totals
Regulated			
Non-Regulated			
MO Universal Service Fund			
Other			
Toll Charges			
Totals	\$	\$	\$

*You must pay any past due balances for Regulated Service Charges by the due date indicated on the front page of your bill to avoid suspension of your local telephone service.

TITLE SHEET

MISSOURI BASIC LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

OF

AIRESPRING, INC.

This tariff contains the descriptions, regulations, and schedule of rates and charges applicable to the furnishing of competitive resold residential and business service for Telecommunications Services furnished by Airespring, Inc. ("Airespring"), with principal offices at 6060 Sepulveda Blvd., Van Nuys, California 91411, toll free telephone number (888) 389-2899. This tariff applies for services furnished 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 principal place of business.

Issued: November 21, 2006

Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Effective: January 5, 2007

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WAIVERS OF RULES & REGULATIONS

Section 392.210.2	Establish uniform system of accounts used for annual reports.
Section 392.240(1)	Setting just and reasonable rates
Section 392.270	Ascertain property values.
Section 392.280	Establish depreciation accounts.
Section 392.290	Issuance of securities.
Section 392.300.2	Acquisition of stock.
Section 392.310	Issuance of stock and debt.
Section 392.320	Stock dividend payment.
Section 392.330	Issuance of securities, debts & notes.
Section 392.340	Reorganization(s).
4 CSR 240-10.020	Depreciation fund income.
4 CSR 240-3.545(2)	Rate schedules should be posted at central office.
4 CSR 240-30.040	Adopts FCC's Part 32 uniform system of accounts for Class A and Class B companies.
4 CSR 240-3.550(5)(C)	File exchange boundary maps with Commission.

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate and 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.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the residential and business basic local exchange telecommunications services provided by Airespring, Inc. to customers within the state of Missouri in the exchange area boundaries currently served by Southwestern Bell Telephone Company as listed in Section 12 - Exchange Areas. Basic local service is offered as a separate and distinct service.

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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

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

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

SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Line - An arrangement which connects the Customer's location to a carrier's switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

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

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Commission - Missouri Public Service Commission.

Company or Carrier - Airespring, Inc., unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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.

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

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

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

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.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

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.

LEC - Local Exchange Company

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

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

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

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Other Telephone Company - An Exchange Telephone Company, other than the Company.

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

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

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

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

Service Order - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of an Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Telephone Company or Provider - Used throughout this tariff to mean Airespring, Inc. unless clearly indicated otherwise by the text.

TBD - To Be Determined.

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.

Usage Based Charges - Charges for minutes or messages traversing over local exchange facilities.

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

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SECTION 2.0 - RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Missouri, and terminating within a local calling area as defined herein. The Company will concur with the terms, descriptions, conditions and exchange boundaries of the incumbent basic local exchange carrier wherein Airespring, Inc., provides basic local exchange services.

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

2.1.2 Shortage of Equipment or Facilities

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, 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 proper notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) This tariff shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.
- (E) Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- (F) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

- (G) Rates for dedicated access and private line services may 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 and centrex services.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;
 - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

(D) (cont'd)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any non-completion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.5 Notification of Service-Affecting Activities

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) 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 by the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company, (Cont'd.)****2.1.7 Non-Routine Installation**

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

2.1.8 Special Construction

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 Reserved for future use.

2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility;
- (B) the payment of all applicable charges pursuant to this tariff;
- (C) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (D) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (E) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General (cont'd.)

- (F) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (G) 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 an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (H) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (I) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent to intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.4 Customer Equipment and Channels****2.4.1 General**

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

2.4.2 Station Equipment

- (A) Terminal equipment of the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications 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 which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

Company does not require advanced payments.

2.5.2 Deposits

Company does not require deposits.

Issued: November 21, 2006
Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Effective: January 5, 2007

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.6 Payment Arrangements****2.6.1 Payment for Services**

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

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

All state and local taxes (e.g. gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the customer's bill.

The Company may adjust its rates or impose additional charges on its customers to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The company may also adjust its rates or impose additional charges to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services. All charges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for approval.

2.6.2 Billing and Collection of Charges

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

- (A) Company will issue residential and business bills on a monthly basis with bills received by the customer on or about the same day each month. Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within twenty-one (21) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.6 Payment Arrangements (Cont'd.)****2.6.2 Billing and Collection of Charges (Cont'd.)**

- (C) When service does not begin on the first day of the billing period, or end of the last day of the billing period, 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 thirty (30) days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied or shall not be applied to disputed items. Late payment charges are to be applied without discrimination.
- (F) the Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedure.
- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.4) and later restored, restoration of service will be subject to the rates in Section 4.3.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.6 Payment Arrangements (Cont'd.)****2.6.3 Billing and Collection of Residential Customers**

Company will issue residential bills on a monthly basis with bills received by the customer on or about the same day each month.

Company will not alter the residential billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a customer requests a number or billing change or when the customer disconnects and reconnects service or transfer service from one premise to another.

Company allows residential customers at least 21 days to pay bill charges and offers a preferred payment date plan pursuant to Missouri Public Service Commission Rule CSR 240.33.040(3)&(4) as may be amended from time to time.

Company charges 1.5 percent on delinquent past due accounts.

Company sets forth the following on residential bills:

- a. the number of access lines for which charges are stated;
- b. the beginning or ending dates of the billing period;
- c. the date the bill becomes delinquent if not paid on time;
- d. the unpaid balance (if any);
- e. the amount for basic service and an itemization of the amount due for toll service, if applicable, including the date and duration of each toll call;
- f. an itemization of the amount due for taxes, franchise fees, Missouri relay surcharge, 911 surcharges(if applicable) and other surcharges as may be necessary and appropriate;
- g. the total amount due;
- h. if applicable, the amount of deposit and interest accrued on a deposit which has been credited to the charges stated;
- i. a telephone number where customer inquiries may be made;
- j. if a deposit is held by the company.

During the first billing period in which a residential customer receives service, Company provides each customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**2.6 Payment Arrangements (Cont'd.)****2.6.4 Discontinuance or Suspension of Service**

The Company may discontinue or suspend service for the following reasons provided in this Section. Customers will be provided ten (10) days written notice and by phone at least twenty-four (24) hours in advance prior to discontinuance or suspension unless otherwise indicated. Notice will be provided via First Class U.S. Mail.

Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) through 2.6.4(G), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

Telephone service may be discontinued or suspended for any of the following reasons:

- (A) Nonpayment of any undisputed delinquent account. Customer's service will not be suspended or discontinued for nonpayment of a delinquent charge until the Company has notified the Customer in writing at least ten days in advance of the suspension or discontinuance. Additionally, the Company will make reasonable efforts to contact you at least 24 hours in advance to suspending or disconnecting Customer's telephone service;
- (B) Unauthorized use of telephone utility equipment in manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- (C) Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
- (D) Misrepresentation of identity in obtaining telephone utility service;
- (E) Failure to post a required deposit or guarantee;
- (F) Failure to comply with terms of settlement agreement;
- (G) As provided by State or Federal law.

If telephone service is disconnected, a new telephone number will be assigned and Customer will be required to pay installation charges again. If telephone service is suspended, your telephone number is reserved for 30 days and Customer will not be charged installation charges again.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**2.6 Payment Arrangements, (Continued)****2.6.4 Discontinuance or Suspension of Service (Cont'd)**

Residential service may not be discontinued by Company for failure to pay charges not subject to the Commission's jurisdiction unless specifically authorized in Company's tariff approved by the Commission.

Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of Company are not available to facilitate reconnection of service or on a day immediately preceding such day.

Residential customers shall have a minimum of 21 days from the rendition of a bill to pay the charges stated.

Residential service shall not be discontinued unless written notice by first class mail is sent or delivered to the customer at least ten days prior to the date of the proposed discontinuance.

At least 24 hours preceding a discontinuance the Company shall make a reasonable effort to contact the customer to advise them of the proposed discontinuance and what steps must be taken to avoid it.

Company Notices of Discontinuance shall contain the following information:

- (a) name, address and telephone number of the customer;
- (b) statement of the reason for the proposed discontinuance and the cost (to the customer) for reconnection;
- (c) the date after which service will be discontinued unless appropriate action is taken;
- (d) how a customer may avoid the disconnection;
- (e) Customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charges in full;
- (f) Telephone number where the customer may make an inquiry;
- (g) Statement that this notice will not be effective if the charges involved are part of an unresolved dispute;
- (h) Statement of the exception for medical emergency.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.4 Discontinuance or Suspension of Service (Cont'd)

Residential Medical Emergency

Company will postpone discontinuance for at least 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide Company with reasonable evidence of such necessity.

Settlement Agreement for Residential Customers

When a residential customer is unable to pay a charge in full when due, Company shall permit the customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed by both the Company and the customer. A copy of the settlement agreement shall be delivered or mailed to the customer upon request by the customer.

Matters treated by a settlement agreement shall not constitute a basis for discontinuance as long as the terms of the settlement agreement are followed.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**2.6 Payment Arrangements, (Continued)****2.6.5 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide written or oral notice to the Company at least thirty (30) days before date to terminate service. If special construction is involved, the required notice shall be written.

2.6.6 Cancellation of Application for Service

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (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, less net salvage, may apply. 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.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.7 Changes in Services Requested

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

2.6.8 Bad Check Charge

A service charge of \$25.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.7 Allowances for Interruptions in Service

2.7.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruptions in Service, (Continued)

2.7.1 General (Continued)

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

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

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruptions in Service, (Continued)

2.7.2 Limitations of Allowances (Cont'd)

- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.3 Application of Credits for Interruptions in Service

(A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

(B) For calculating credit allowances, every month is considered to have thirty (30) days.

(C) Interruptions 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.

(D) Interruptions Over 72 Hours

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

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**2.7 Allowances for Interruption in Service, (Continued)****2.7.4 Limitations on Allowances**

No credit allowance will be made for:

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

2.7.5 Cancellation For Service Interruption

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

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability (Applicable only to Business Customers)

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

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.9 Reserved for Future Use

2.10 Reserved for Future Use

2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

Issued: November 21, 2006

Issued by:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Effective: January 5, 2007

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**2.12 Notices and Communications**

2.12.2 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.12.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.12.4 The Customer shall advise the Company of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

Pursuant to the Rules of the Missouri Public Service Commission, the following statement will be provided to customers of Company at the time service is established.

2.13 Residential Customers Bill of Rights

Customers will receive a telephone bill from the Airespring, Inc., each month. Airespring, Inc., provides basic local exchange and long distance telephone service. Airespring, Inc., does not require deposits or advance payments for service.

Payment in full is due within twenty-one (21) days of the date of the bill. If we do not receive your payment within twenty-one (21) days, Customer's service is subject to suspension or disconnection. When paying by mail, Customers should allow enough time for payment to reach Airespring, Inc., by the due date.

2.13.1 Payment Arrangements

Payment must be sent to Airespring, Inc.. Payment for service may be made by credit card or check, or may be paid in cash. If Customer is temporarily having difficulty paying their telephone bill, please call Airespring, Inc., immediately at (888) 389-2899. By doing this, Customer may avoid having their phone service suspended or disconnected.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**2.13 Residential Customers Bill of Rights (Cont'd)****2.13.2 Disconnection or Suspension of Telephone Service**

If service is disconnected, a new telephone number will be assigned and Customer will be required to pay installation charges again. If service is suspended, Customer's telephone number is reserved for 60 days and Customer will not be charged installation charges again. Customer's telephone service is subject to disconnection or suspension for any of the following reasons:

- a) Nonpayment of any undisputed delinquent account. Customer's service will not be suspended or discontinued for nonpayment of a delinquent charge until the Company has notified the Customer in writing at least ten days in advance of the suspension or discontinuance. Additionally, Airespring, Inc., will make reasonable efforts to contact you at least 24 hours in advance to suspending or disconnecting Customer's telephone service;
- b) Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- c) Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment;
- d) Misrepresentation of the identity in obtaining telephone utility service;
- e) Failure to post a required deposit or guarantee;
- f) Failure to comply with terms of settlement agreement;
- g) As provided by State or Federal law.

2.13.3 Reconnection of Service

After local telephone service has been disconnected, Airespring, Inc., will restore Customer's service when the reason for the disconnection has been remedied. Before restoring Customer's service, the following will be required:

- a) Payment for all undisputed amounts must be received by Airespring, Inc..
- b) Installation charges must be paid again if your service has been disconnected. Installation charge is \$35.22 per access line. Installation charges will not be charged if your service has been suspended. If service is suspended, residential customer will be charged a restoration charge of \$30.00.

2.13.4 Procedures for Handling Inquiries and Complaints

Telephone inquiries may be directed to Airespring, Inc., at (888) 389-2899. Written inquiries may be directed to:

Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.13 Residential Customers Bill of Rights (Cont'd)

2.13.5 Filing a Complaint with the Missouri Public Service Commission

If Airespring, Inc., cannot resolve Customer's complaint, Customer may call the Missouri Public Service Commission, at 1-800-392-4211 to file an informal complaint.

If Customer complaint cannot be resolved informally, Customer may file a formal complaint in writing to:

Missouri Public Service Commission
200 Madison Street
Jefferson City, Mo 65102

Customer may also contact the Missouri Office of Public Counsel, representing the public before the Public Service Commission, at 1-573-751-4857 or in writing to:

Missouri Office of Public Counsel
200 Madison Street, 6th floor
Jefferson City, Missouri 65102

SECTION 3.0 - SERVICE AREAS**3.1 Exchange Service Areas**

Basic local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) Southwestern Bell Telephone.

3.2 Rate Classes

Charges for local services provided by the Company may be based, in part, on the Rate Class associated with the Customers End Office. The Rate Class is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Missouri Commission reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this tariff. The Company will concur in the local calling area boundaries, descriptions, terms of areas and Rate Class assignments to those of the incumbent, Southwestern Bell Telephone.

RATE CLASSES
1
2
3
4
5
6
7

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES**4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service.

	<u>Residence</u>	<u>Business</u>
Line Connection Charge		
First Line	\$35.22	\$50.42
Each Additional Line	\$35.22	\$50.42
Line Change Charge		
First Line	\$10.50	\$10.25
Each Additional Line	\$10.50	\$10.25
Record Order Charge	\$6.00	\$5.00

4.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

<u>Duration of time</u>	<u>Residence</u>	<u>Business</u>
Initial 15 minute increment	\$39.50	\$39.50
Each Additional 15 minute increment	\$14.25	\$14.25

4.3 Restoration of Service

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

	<u>Residence</u>	<u>Business</u>
Per occasion	\$30.00	\$45.00

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS

5.1 General

5.1.1 Services Offered

The following Network Services are available to residence/business Customers:

Standard Residence Line Service
Standard Business Line Service
PBX Trunk Service
Direct Inward Dial (DID) Service
Optional Calling Features
Listing Services (including Non Published and Non Listed Services)
Directory Assistance
Miscellaneous Services (including Vanity Numbers and Number Portability)

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business or Residence lines, PBX Trunks, DID Trunks and Digital/DS1 service.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D)**5.1 General (Continued)****5.1.3 Emergency Telephone Service Responsibilities**

Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911 database at the time Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.

At the time Company provides basic local service to a customer by means of its own cable pair, or over any other exclusively owned facility, Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.

Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by Company.

Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.2 Call Timing for Usage Sensitive Services**

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:

- 5.2.1 Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit. A unit is equivalent to a minute.
- 5.2.2 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).
- 5.2.3 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.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5 All times refer to local time.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.3 Distance Calculations**

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

5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in 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 not 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 Customer's main billing telephone number.

5.3.2 The airline distance between any two rate centers is determined as follows:

- Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- Step 2: Computer the difference between he "V" coordinate of the two rate centers; and the difference between the two "H" coordinates.
- Step 3: Square each difference obtained in step (b) above.
- Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.
- Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- Step 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.

5.3.3 The formula for distance calculations is:

$$(V_1 - V_2)^2 + (H_1 - H_2)^2$$

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.4 Rate Periods for Time of Day Sensitive Services**

- 5.4.1** For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO							
5:00 PM*							
5:00 PM							
TO							
11:00 PM*							
11:00 PM TO							
8:00 AM*							

DAYTIME RATE PERIOD

EVENING RATE PERIOD

EVE

NIGHT/WEEKEND RATE PERIOD

*Up to but not including.

- 5.4.2** Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.
- 5.4.3** For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.5 Standard Residence Line**

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.6 Standard Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.7 PBX Trunk Service

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

5.8 Reserved for Future Use**5.9 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.10 Reserved for Future Use****5.11 Optional Calling Features**

The features listed in Section 5.11.1 are offered by the Company to Residential and Business Customers. Refer to Price Lists in Section 7 of this tariff for specific features offered with each type of local exchange service.

5.11.1 Features Descriptions

- (A) **Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding;
Priority Screening;
Ring Control; and
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- (B) **Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (C) **Call Forwarding Variable, Remote Access:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

- (D) **Call Forwarding-Don't Answer:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (E) **Call Forwarding-Busy Line:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order
- (F) **Call Forwarding-Busy Line/Don't Answer:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (G) **Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- (H) **Caller ID - Number:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

- (I) **Caller ID - Name & Number:** Permits the end-user to view a Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

Per line blocking for the 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 the Company: a private, nonprofit, tax exempt, domestic violence intervention agencies and 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 immediately prior to placing a call.

Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (#82 on their TouchTone pad or 1182 from a rotary phone) immediately prior to placing a call.

A customer may prevent the delivery of the 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 CCPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the called 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 Telephone Service. If the called 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.

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. Caller ID is not available on operator handled calls.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

- (J) **Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code.
- (K) **Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- (L) **Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- (M) **Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- (N) **Repeat Dialing:** Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

(O) **Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

(P) **Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

(Q) **Call Trace** allows the customer to dial a code (*57) to automatically request that the following information be recorded:

- The originating telephone number
- The date and time of the call
- The date and time call trace was activated

When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll free number, which will activate a Voice Response script and assist the customer in establishing an open file. Should the customer decide to prosecute the call originating party, the customer should contact the Company for further instructions. Activation of Call Trace never authorizes Company to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the customer's telephone line.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.12 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer'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 Customer's option, the Company will arrange for additional listings for an additional charge.

5.12.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

5.12.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

5.13 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.14 Miscellaneous Services

5.14.1 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

5.14.2 Pay Per Call Blocking/Unblocking

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit. There is no charge for this service.

5.14.3 Call Intercept Recording for Customer's Number Change

At the customer's request the Company will, for 30 days, provide the customer with an intercept recording referring callers to another number. This service is available to customers at no charge for the first 30 days. Customers will incur a \$5.00 per month charge after the initial 30 days.

SECTION 6.0 - RESERVED FOR FUTURE USE

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SECTION 7.0 - LOCAL SERVICES PRICE LIST

7.1 General

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from the underlying carrier. The Company will concur in the terms, conditions, and descriptions of the underlying carrier.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Missouri Commission.

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SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST, (CONTINUED)**7.2 Standard Residence Local Exchange Service**

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers, which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.2 Standard Residence Local Exchange Service (Continued)****7.2.1 Monthly Recurring Charges**

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges do include Touch-tone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. MCA Arrangements and EAS will concur with the terms and conditions set forth in Southwestern Bell Telephone Company's tariff.

RATE CLASSES	SERVICE TYPE	
	Flat Rate	Measured Rate
Rate Class 1	\$7.29	\$4.01
Rate Class 2	\$8.79	\$4.83
Rate Class 3	\$9.74	\$5.51
Rate Class 4	\$11.01	\$6.03
Rate Class 5	\$10.96	\$6.03
Rate Class 6	\$11.43	\$6.28
Rate Class 7	\$12.07	\$6.67

Metropolitan Calling Area (MCA) Arrangements		
EXCHANGE AREA	SERVICE TYPE	
	Flat Rate	Measured Rate
K3 Exchange (MCA-3)	\$12.35	\$6.80
K4 Exchange (MCA-4)	\$21.55	\$11.85
K5 Exchange (MCA-5)	\$32.50	\$17.90
P2 Exchange (MCA-2)	\$11.45	\$6.30
S3 Exchange (MCA-3)	\$12.35	\$6.80
S4 Exchange (MCA-4)	\$21.55	\$11.85
S5 Exchange (MCA-5)	\$32.50	\$17.90

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.2 Standard Residence Local Exchange Service (Continued)****7.2.1 Monthly Recurring Charges****MANDATORY EXTENDED AREA SERVICE (EAS) ADDITIVE CHARGE**

AREA	EAS Charge	AREA	EAS Charge	AREA	EAS Charge
Adrian	\$0.62	Eureka	\$1.78	Nevada	\$0.24
Advance	\$0.39	Farmington	\$0.34	New Franklin	\$1.21
Agency	\$3.53	Fayette	\$0.72	New Madrid	\$1.01
Altenburg-Frohna	\$1.06	Fenton	\$0.53	Nixa	\$2.41
Antonia	\$2.12	Festus	\$0.49	Oak Ridge	\$3.53
Archie	\$1.21	Fisk	\$2.41	Old Appleton	\$3.28
Armstrong	\$3.53	Flat River	\$1.40	Oran	\$1.55
Bell City	\$1.16	Gideon	\$1.63	Pacific	\$1.73
Benton	\$1.88	Glasgow	\$0.72	Paynesville	\$3.53
Billings	\$0.96	Gravois Mill	\$0.96	Perryville	\$0.24
Bismarck	\$0.67	Gray Summit	\$1.06	Pierce City	\$1.40
Bloomfield	\$1.50	Greenwood	\$0.10	Pocahontas	\$3.53
Bloomsdale	\$0.87	Harvester	\$0.84	Pond	\$3.23
Boone Terre	\$0.77	Hayti	\$1.88	Poplar Bluff	\$0.29
Boonville	\$0.15	Herculaneum	\$0.82	Portageville	\$0.57
Camdenton	\$1.01	Higbee	\$2.41	Qulin	\$2.17
Cape Girardeau	\$0.39	High Ridge	\$0.96	Republic	\$1.35
Cardwell	\$1.88	Hillsboro	\$1.40	Risco	\$3.53
Carl Junction	\$1.94	Holcomb	\$2.61	Rushville	\$3.18
Caruthersville	\$1.35	Hornersville	\$1.63	St. Charles	\$0.30
Cedar Hill	\$0.96	Imperial	\$1.26	St. Joseph	\$0.24
Chaffee	\$1.40	Jackson	\$1.21	St. Marys	\$3.53
Charleston	\$0.77	Joplin	\$0.15	St. Genevieve	\$0.44
Chesterfield	\$0.96	Kennett	\$0.72	San Antonio	\$3.53
Clarksville	\$2.07	Lake Ozark	\$1.78	Scott City	\$0.67
Clever	\$3.23	Leadwood	\$0.57	Senath	\$3.08
Deering	\$3.53	Lilbourn	\$1.68	Sikeston	\$0.19
Dekalb	\$3.28	Louisiana	\$0.24	Smithville	\$0.77
Delta	\$2.12	Malden	\$0.49	Trenton	\$0.62
DeSoto	\$0.67	Manchester	\$0.57	Tuscumbia	\$2.17
Dexter	\$0.53	Marston	\$3.53	Union	\$0.39
East Prairie	\$0.44	Maxville	\$1.50	Valley Park	\$0.96
Eldon	\$0.53	Moberly	\$0.19	Versailles	\$0.29
Elsberry	\$0.19	Monett	\$0.39	Wardell	\$1.63
Essex	\$2.07	Montgomery City	\$0.44	Ware	\$3.53
		Morehouse	\$3.13	Webb City	\$0.67
				Wyatt	\$2.02

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SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.2 Standard Residence Local Exchange Service (Continued)****7.2.2 Usage Sensitive Charges and Allowances****(A) Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

(B) Usage Allowance and Charges

Customers subscribing to Measured Service will be charged a per minute charge in addition to the monthly recurring charge. The per minute charge is applied to local calls placed from the Customer's line. Local usage will be billed in arrears. Local usage is billed on a per minute basis and is rounded up to the next minute.

TIME PERIOD	Initial Minute	Additional Minute
Day Period		
Band A (0-14 miles)	\$0.04	\$0.01
Band B (15-28 miles)	\$0.05	\$0.02
Band C (28+ miles)	\$0.06	\$0.03
Evening Period		
Band A (0-14 miles)	\$0.032	\$0.008
Band B (15-28 miles)	\$0.04	\$0.016
Band C (28+ miles)	\$0.048	\$0.024
Night Period		
Band A (0-14 miles)	\$0.026	\$0.0065
Band B (15-28 miles)	\$0.0325	\$0.013
Band C (28+ miles)	\$0.039	\$0.0195

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.2 Standard Residence Local Exchange Service, (Continued)****7.2.3 Non-Recurring Charges**

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Residential lines are:

First Line	\$35.22
Each Additional Line(1)	\$35.22

NOTES:

- (1) Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.3 Standard Business Local Exchange Service**

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.3 Standard Business Local Exchange Service, (Continued)****7.3.1 Monthly Recurring Charges**

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges do include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. MCA Arrangements and EAS will concur with the terms and conditions set forth in Southwestern Bell Telephone Company's tariff.

RATE CLASSES	INDIVIDUAL LINE		MULTILINE KEY	
	Flat Rate	Measured Rate	Flat Rate	Measured Rate
Rate Class 1	\$16.25	\$8.97	\$27.55	\$9.22
Rate Class 2	\$22.30	\$12.25	\$37.80	\$12.60
Rate Class 3	\$24.81	\$13.99	\$41.70	\$14.39
Rate Class 4	\$27.03	\$14.91	\$45.80	\$15.33
Rate Class 5	\$35.00	\$18.14	\$42.00	\$18.14
Rate Class 6	\$36.00	\$18.93	\$43.50	\$18.93
Rate Class 7	\$37.00	\$19.96	\$45.00	\$19.96

Metropolitan Calling Area (MCA) Arrangements

EXCHANGE AREA	SERVICE TYPE	
	Flat Rate	Measured Rate
K3 Exchange (MCA-3)	\$24.80	\$13.65
K4 Exchange (MCA-4)	\$46.75	\$25.70
K5 Exchange (MCA-5)	\$70.70	\$38.90
P2 Exchange (MCA-2)	\$21.75	\$11.95
S3 Exchange (MCA-3)	\$24.80	\$13.65
S4 Exchange (MCA-4)	\$46.75	\$25.70
S5 Exchange (MCA-5)	\$70.70	\$38.90

See Section 12 - Exchange Areas

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.3 Standard Business Local Exchange Service, (Continued)****7.3.1 Monthly Recurring Charges****MANDATORY EXTENDED AREA SERVICE (EAS) ADDITIVE CHARGE**

AREA	EAS Charge	AREA	EAS Charge	AREA	EAS Charge
Adrian	\$1.59	Eureka	\$4.50	Nevada	\$0.62
Advance	\$1.01	Farmington	\$0.87	New Franklin	\$3.04
Agency	\$8.84	Fayette	\$1.83	New Madrid	\$2.56
Altenburg-Frohna	\$2.70	Fenton	\$1.35	Nixa	\$6.08
Antonia	\$5.36	Festus	\$1.26	Oak Ridge	\$8.84
Archie	\$3.04	Fisk	\$6.08	Old Appleton	\$8.25
Armstrong	\$8.84	Flat River	\$3.53	Oran	\$3.91
Bell City	\$2.94	Gideon	\$4.16	Pacific	\$4.40
Benton	\$4.73	Glasgow	\$1.83	Paynesville	\$8.84
Billings	\$2.46	Gravois Mill	\$2.46	Perryville	\$0.62
Bismarck	\$1.73	Gray Summit	\$2.70	Pierce City	\$3.53
Bloomfield	\$3.77	Greenwood	\$0.29	Pocahontas	\$8.84
Bloomsdale	\$2.22	Harvester	\$2.07	Pond	\$8.11
Boone Terre	\$1.98	Hayti	\$4.73	Poplar Bluff	\$0.77
Boonville	\$0.39	Herculaneum	\$2.07	Portageville	\$1.50
Camdenton	\$2.56	Higbee	\$6.08	Qulin	\$5.46
Cape Girardeau	\$1.01	High Ridge	\$2.46	Republic	\$3.44
Cardwell	\$4.73	Hillsboro	\$3.53	Risco	\$8.84
Carl Junction	\$4.88	Holcomb	\$6.57	Rushville	\$8.01
Caruthersville	\$3.44	Hornersville	\$4.16	St. Charles	\$0.77
Cedar Hill	\$2.46	Imperial	\$3.18	St. Joseph	\$0.62
Chaffee	\$3.53	Jackson	\$3.04	St. Marys	\$8.84
Charleston	\$1.98	Joplin	\$0.39	St. Genevieve	\$1.11
Chesterfield	\$2.46	Kennett	\$1.83	San Antonio	\$8.84
Clarksville	\$5.22	Lake Ozark	\$4.50	Scott City	\$1.68
Clever	\$8.11	Leadwood	\$1.50	Senath	\$7.78
Deering	\$8.84	Lilbourn	\$4.25	Sikeston	\$0.53
Dekalb	\$8.25	Louisiana	\$0.62	Smithville	\$1.98
Delta	\$5.36	Malden	\$1.26	Trenton	\$1.59
DeSoto	\$1.73	Manchester	\$1.50	Tuscumbia	\$5.46
Dexter	\$1.35	Marston	\$8.84	Union	\$1.01
East Prairie	\$1.11	Maxville	\$3.77	Valley Park	\$2.46
Eldon	\$1.35	Moberly	\$0.53	Versailles	\$0.77
Elsberry	\$0.53	Monett	\$1.01	Wardell	\$4.16
Essex	\$5.22	Montgomery City	\$1.11	Ware	\$8.84
		Morehouse	\$7.87	Webb City	\$1.73
				Wyatt	\$5.12

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SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.3 Standard Business Local Exchange Service, (Continued)****7.3.2 Usage Sensitive Charges and Allowances****(A) Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

(B) Measured Service

Customers subscribing to Measured Service will be charged a per minute charge in addition to the monthly recurring charge. The per minute charge is applied to local calls placed from the Customer's line. Local usage will be billed in arrears. Local usage is billed on a per minute basis and is rounded up to the next minute.

TIME PERIOD	Initial Minute	Additional Minute
Day Period		
Band A (0-14 miles)	\$0.04	\$0.01
Band B (15-28 miles)	\$0.05	\$0.02
Band C (29+ miles)	\$0.06	\$0.03
Evening Period		
Band A (0-14 miles)	\$0.032	\$0.008
Band B (15-28 miles)	\$0.04	\$0.016
Band C (29+ miles)	\$0.048	\$0.024
Night Period		
Band A (0-14 miles)	\$0.026	\$0.0065
Band B (15-28 miles)	\$0.0325	\$0.013
Band C (29+ miles)	\$0.039	\$0.0195

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SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.3 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Business lines are:

First Line	\$50.42
Each Additional Line(1)	\$50.42

NOTES:

- (1) Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.4 Business PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with Touchtone signaling at no additional charge. Usage charges for Measured Service option are listed in Sections 7.3.2(B).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.5).

RATE CLASSES	SERVICE TYPE	
	Flat Rate	Measured Rate
Rate Class 1	\$27.55	\$9.22
Rate Class 2	\$37.80	\$12.60
Rate Class 3	\$41.70	\$14.39
Rate Class 4	\$45.80	\$15.33
Rate Class 5	\$42.00	\$18.14
Rate Class 6	\$43.50	\$18.93
Rate Class 7	\$45.00	\$19.96

Optional Metropolitan Calling Area (MCA) Arrangements

EXCHANGE AREA	SERVICE TYPE	
	Flat Rate	Measured Rate
K3 Exchange (MCA-3)	\$24.80	\$13.65
K4 Exchange (MCA-4)	\$46.75	\$25.70
K5 Exchange (MCA-5)	\$70.70	\$38.90
P2 Exchange (MCA-2)	\$21.75	\$11.95
S3 Exchange (MCA-3)	\$24.80	\$13.65
S4 Exchange (MCA-4)	\$46.75	\$25.70
S5 Exchange (MCA-5)	\$70.70	\$38.90

See Section 12 - Exchange Areas

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SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.5 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.4 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 10 or 100 numbers.

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Trunk Group and Provide		
10 DID Numbers	\$165.00	\$5.00
100 DID Numbers	\$165.00	\$27.00
Each Additional 10 DID Numbers	\$10.00	\$5.00
Each Additional 100 DID Numbers	\$165.00	\$23.50
DID Trunk Termination:		
Multifrequency Pulsing Option, Per Trunk	\$15.75	\$50.00
Dual Tone Multifrequency Pulsing Option, Per Trunk	\$138.00	\$50.00

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SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.6 Reserved For Future Use

7.7 Reserved For Future Use

7.8 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

7.8.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Residence	Business
Three-Way Calling, per call	\$0.76	\$0.76
Call Return, per call	\$0.58	\$0.58
Auto Redial, per call	\$0.58	\$0.58
Calling Trace, per successful activation ¹	\$6.00	\$6.00

Denial of per call activation for Three-Way Calling, Call Return and Auto Redial from any line or trunk is available to Customers upon request at no additional charge.

¹ Upon request, this service can be removed from a customer's telephone line.

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**7.8 Optional Calling Features, (Continued)****7.8.2 Features Offered on a Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Optional Calling Feature	Residence	Business
Speed Calling - 8 Number	\$3.49	\$3.75
Speed Calling - 30 Number	\$6.55	\$3.50
Call Forwarding	\$3.49	\$6.45
Selective Call Forwarding	\$2.50	\$4.95
Call Forwarding - Busy Line	\$0.75	\$3.00
Call Forwarding - Don't Answer	\$0.75	\$3.00
Call Forwarding - Busy Line / Don't Answer	\$1.00	\$4.00
Call Forwarding - Remote Access	\$1.00	\$2.75
Simultaneous Call Forwarding	\$4.35	\$4.35
Three Way Calling	\$3.49	\$4.95
Priority Call	\$2.50	\$3.95
Auto Redial	\$3.49	\$4.95
Call Return	\$4.75	\$4.95
Call Blocker	\$3.49	\$4.95
Call Waiting	\$8.00	\$8.00
Call Waiting ID	\$1.16	\$5.40
Call Waiting ID Options	\$1.16	\$1.05
Anonymous Call Rejection	\$2.20	\$2.00
Caller ID - Number	\$7.55	\$9.10
Caller ID - Name	\$7.55	\$9.10
Distinctive Ring	\$2.95	n/a

7.8.3 Bad Check Charge \$25.00

SECTION 8.0 - DIRECTORY ASSISTANCE SERVICE

8.1 Directory Assistance Services

8.1.1 Directory Assistance

Company will not provide or bill for operator services or directory assistance. The underlying carrier or a third party vendor will provide operator services and directory assistance services.

SECTION 9.0 - ADVANCED SERVICES**9.1 Airespring ISDN PRI Service with Unlimited Local Calling**

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Airespring ISDN PRI includes the following non-optional Feature Package: Inbound Calling Line ID-Name & Number and Call by Call Selection.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Pursuant to Section 392.200 (8) RSMo, the Company offers customer specific pricing for business Services offered in certain telephone exchange areas. Customer specific pricing for Business Customers is limited to Business Customers located in any exchange to which an incumbent local telephone company's business basic local exchange telecommunications service has been deemed competitive under Section 392.245 RSMo. Copies of customer specific contracts will be made available on a proprietary basis to the Missouri Public Service Commission staff upon request.

Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Southwestern Bell Area	ICB	ICB	ICB

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SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.1 Airespring ISDN PRI Service with Unlimited Local Calling (Continued)

Non-Recurring Charges

	12 Months	Non-Recurring Charge	
		24 Months	36 Months
Southwestern Bell Area			
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge ¹	Per PRI		
Southwestern Bell	ICB		
Order Supplement Charge ²	First Change	Subsequent	
Southwestern Bell	ICB	Change	
		ICB	
Order Cancellation	Per PRI		
Charge ³			
Southwestern Bell	ICB		

¹ Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

² Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**9.2 Airespring Digital DS-1 PBX Service with Unlimited Local Calling**

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a Airespring digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Pursuant to Section 392.200 (8) RSMo, the Company offers customer specific pricing for business Services offered in certain telephone exchange areas. Customer specific pricing for Business Customers is limited to Business Customers located in any exchange to which an incumbent local telephone company's business basic local exchange telecommunications service has been deemed competitive under Section 392.245 RSMo. Copies of customer specific contracts will be made available on a proprietary basis to the Missouri Public Service Commission staff upon request.

Monthly Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Southwestern Bell Area	ICB	ICB	ICB

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**9.2 Airespring Digital DS-1 PBX Service with Unlimited Local Calling (Continued)****Non-Recurring Charges**

	Non-Recurring Charge		
	12 Months	24 Months	36 Months
Southwestern Bell Area			
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge ¹	Per DS1		
Southwestern Bell	ICB		
Order Supplement Charge ²	First Change	Subsequent	
Southwestern Bell	ICB	Change	
		ICB	
Order Cancellation Charge ^{Error!}	Per DS1		
Bookmark not defined.			
Southwestern Bell	ICB		

¹ Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

² Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

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SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**9.3 Airespring ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service**

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

This product is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

Pursuant to Section 392.200 (8) RSMo, the Company offers customer specific pricing for business Services offered in certain telephone exchange areas. Customer specific pricing for Business Customers is limited to Business Customers located in any exchange to which an incumbent local telephone company's business basic local exchange telecommunications service has been deemed competitive under Section 392.245 RSMo. Copies of customer specific contracts will be made available on a proprietary basis to the Missouri Public Service Commission staff upon request.

Airespring ISDN PRI with Unlimited Local and Bundled 5,000 Long Distance MOU

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Southwestern Bell Area	ICB	ICB	ICB

Airespring ISDN PRI with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Southwestern Bell Area	ICB	ICB	ICB

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SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**9.3 Airespring ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service (Continued)****Airespring ISDN PRI with Unlimited Local and Bundled 15,000 Long Distance MOU**

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Southwestern Bell Area	ICB	ICB	ICB

Airespring ISDN PRI with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Southwestern Bell Area	ICB	ICB	ICB

Airespring ISDN PRI with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Southwestern Bell Area	ICB	ICB	ICB

Airespring ISDN PRI with Unlimited Local and Bundled 100,000 Long Distance MOU

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Southwestern Bell Area	ICB	ICB	ICB

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**9.4 Airespring Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service**

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a Airespring digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Pursuant to Section 392.200 (8) RSMo, the Company offers customer specific pricing for business Services offered in certain telephone exchange areas. Customer specific pricing for Business Customers is limited to Business Customers located in any exchange to which an incumbent local telephone company's business basic local exchange telecommunications service has been deemed competitive under Section 392.245 RSMo. Copies of customer specific contracts will be made available on a proprietary basis to the Missouri Public Service Commission staff upon request.

The Airespring Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

Airespring ISDN DS1 with Unlimited Local and Bundled 5,000 Long Distance MOU

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Southwestern Bell Area	ICB	ICB	ICB

Airespring ISDN DS1 with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Southwestern Bell Area	ICB	ICB	ICB

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SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**9.4 Airespring Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service (Continued)****Airespring ISDN DS1 with Unlimited Local and Bundled 15,000 Long Distance MOU**

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Southwestern Bell Area	ICB	ICB	ICB

Airespring ISDN DS1 with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Southwestern Bell Area	ICB	ICB	ICB

Airespring ISDN DS1 with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Southwestern Bell Area	ICB	ICB	ICB

Airespring ISDN DS1 with Unlimited Local and Bundled 100,000 Long Distance MOU

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Southwestern Bell Area	ICB	ICB	ICB

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SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.5 Airespring ISDN BRI Service

Airespring ISDN BRI (Basic Rate Interface) uses standard "twisted pair" cables and is nearly three times faster than a 56K dial up line. Airespring ISDN PRI (Primary Rate Interface) uses a 1.544 Mbps digital transport facility (T1). Both services provide the superior clarity of digital transmission, a high-speed data interface and sufficient bandwidth capacity to fulfill your current and future communication needs.

ISDN BRI consists of two 64 Kbps B (Bearer) channels and one 16 Kbps D (Data) channel. Each B channel has the ability to integrate voice, data, image and video. The B channels may be kept separate or bonded together to deliver 128 Kbps.

Monthly Recurring Charges

	Monthly Recurring Charge ¹
ISDN Basic Exchange Digital Line, each	\$10.00
ISDN Basic Exchange Circuit Switched Voice	
First Line	n/a
Second Line	2.00
ISDN Basic Exchange Circuit Switched Data, each	2.00
ISDN Basic Exchange Alternate Circuit Switched Voice/Data, each	2.00

¹ These ISDN BRI rates are a supplement to individual Message Rate Service.

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.6 Airespring Digital Centrex Service

Airespring Digital Centrex Service delivers superior performance, PBX-like functionality including abbreviated dialing, and is compatible with many telephone sets. Each user has a unique seven-digit direct telephone number and customized features. The service is affordable, power failure safe and provides a scalable platform for future growth and technology.

Monthly Recurring Charges

Contract Length	Monthly Recurring Charge
12 months - Assume Dial 9	26.61
12 months	23.15
24 months	21.05
36 months	17.59
60 months	16.51
84 months	15.80

NOTES FOR ALL: Availability of services must be verified with the Company based on customer address and NPA-NXX. Rates do not include FCC End User Charge, FCC Port Charge, or other surcharges and taxes. Minimum service period is 12 months. If service is cancelled prior to the end of the contract, a termination charge will be calculated as follows: a. The average of the sum of all line charges on three previous Company invoices to the customer (excluding taxes) multiplied by the number of months remaining in the term agreement.

SECTION 10.0 - RESERVED FOR FUTURE USE

10.1 Reserved For Future Use

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SECTION 11.0 - MISCELLANEOUS SERVICES**11.1 Carrier Presubscription****11.1.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

11.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)**11.1 Carrier Presubscription, (Continued)****11.1.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.1.5 below:

11.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.1.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)**11.1 Carrier Presubscription, (Continued)****11.1.5 Presubscription Charges****(A) Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$5.21
Additional Line, Trunk or Port	\$5.21

SECTION 12.0 - EXCHANGE AREAS**12.1 Exchange Areas (RC=Rate Class)**

EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC
Adrian	1	Advance	1	Agency	1
Altenburg	1	Antonia (S4)	1	Archie (K5)	1
Argyle	1	Armstrong	1	Ash Grove (P2)	1
Beaufort	1	Bell City	1	Belton (K2)	7
Benton	1	Billings (P2)	1	Bismarck	1
Bloomfield	1	Bloomsdale	1	Blue Spgs. (K2)	7
Bonne Terre	2	Boonville	2	Bowling Grn.	1
Bridgeton (S2)	7	Brookfield	1	Camdenton	2
Campbell	1	Cape Girardeau	2	Cardwell	1
Carl Junction	1	Carrollton	1	Carthage	2
Caruthersville	1	Cedar Hill (S5)	2	Center	1
Chaffee	1	Charleston	1	Chsterfield (S3)	2
Chillicothe	2	Clarksville	1	Clever (P2)	1
Climax Springs	1	Creve Cr. (S2)	7	Deering	1
DeKalb	1	Delta	1	DeSoto (S5)	2
Dexter	2	Downing	1	E. Indpdn. (K2)	7
East Prairie	1	Edina	1	Eldon	2
Elsberry	1	Essex	1	Eureka (S4)	2
Excelsior (K4)	2	Fair Grv. (P1)	4	Farley (K3)	1
Farmington	2	Fayette	1	Fenton (S3)	2
Ferguson (S1)	6	Festus (S5)	2	Fisk	1
Flat River	2	Florissant (S2)	7	Frankford	1
Fredericktown	1	Freeburg	1	Fulton	2
Gideon	1	Gladstone (K1)	6	Glasgow	1
Grain.Vly. (K3)	1	Gravois Mills	2	Gray Smt. (S5)	1
Greenwd. (K3)	1	Hannibal	2	Harvester (S4)	2
Hayti	1	Herculnm. (S4)	1	Higbee	1
High Rdg. (S4)	2	Hillsboro (S5)	1	Holbomb	1
Hornersville	1	Imperial (S3)	2	Indepdnc. (K1)	6
Jackson	2	Jasper	1	Joplin	2
Kansas City	5	Kennett	2	Kirksville	2
Kirkwood (S2)	7	Knob Noster	1	Ladue (S1)	6
Lake Ozark	2	Lamar	1	LaMonte	1
Lancaster	1	Leadwood	1	Lee's Smt. (K2)	7
Liberty (K2)	7	Lilbourn	1	Linn	1
Lockwood	1	Louisiana	1	Macks Creek	1
Malden	1	Manchstr. (S3)	2	Marble Hill	1
Marceline	1	Marionvl. (P2)	1	Marshall	2
Marston	1	Maxville (S3)	2	Mehlville (S1)	6
Meta	1	Mexico	2	Moberly	2
Monett	2	Mntgmry. City	1	Morehouse	1
Nashua (K2)	7	Neosho	2	Nevada	2

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SECTION 12.0 - EXCHANGE AREAS (Continued)

12.1 Exchange Areas (Continued)

EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC
New Franklin	1	New Madrid	1	Nixa (P1)	4
Oak Ridge	1	Oakville (S2)	7	Old Appleton	1
Oran	1	Overland (S1)	6	Pacific (S5)	2
Parkville (K1)	6	Patton	1	Paynesville	1
Perryville	2	Pierce City	1	Pocahontas	1
Pond (S4)	2	Poplar Bluff	2	Prtg. Sioux (S3)	1
Portageville	1	Puxico	1	Qulin	1
Raytown (K1)	6	Republic (P1)	4	Richmond (K5)	1
Richwoods	1	Risco	1	Riverview (S1)	6
Rogersvl. (P1)	4	Rushville	1	St. Charles (S3)	2
St. Clair	2	St. Joseph	2	St. Louis	5
St. Marys	2	Ste. Genevieve	1	San Antonio	1
Sappington (S1)	6	Scott City	1	Sedalia	2
Senath	1	Sikeston	2	Slater	1
Smithvl. (K3)	1	South KC (K1)	6	Spnsh. Lk. (S2)	7
Springfield	3	Stanberry	1	Strafford (P1)	4
Tfny. Sgs. (K2)	7	Trenton	1	Tuscumbia	1
Union	2	Vly. Park (S3)	2	Versailles	1
Vienna	1	Walnut Grove (P2)	1	Wardell	1
Ware (S5)	1	Washington	2	Webb City	2
Wbstr. Gr. (S1)	6	Wellsville	1	Westphalia	1
Wyatt	1				

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SECTION 13.0 - RESERVED FOR FUTURE USE

13.1 [Reserved for Future Use]

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SECTION 14.0 - RESERVED FOR FUTURE USE

14.1 [Reserved for Future Use]

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SECTION 15.0 - PROMOTIONAL OFFERINGS / CONTRACT & ICB**15.1 Special Promotions**

Company may, upon Commission approval, offer customer specific rate incentives during specified promotional periods. Company will provide written notice to the Commission at least 7 days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

15.2 Contract Rates / Individual Case Basis (ICB) Arrangements

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