

# **EXHIBIT C**

Local Exchange Services Tariff

**TITLE PAGE**

This Tariff governs the General Terms and Conditions of  
3L Communications Missouri LLC, including the provision of Local Exchange Services

3L Communications Missouri LLC operates as a  
"Competitive Telecommunications Company"

Local Exchange Services Tariff

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Local Exchange Services Tariff

EXPLANATION OF SYMBOLS

- (AT) Indicates addition to Text
- (C) Indicates a correction
- (CP) Indicates a change in practice
- (CR) Indicates a change in rate
- (CT) Indicates change in text
- (DR) Indicates discounted rate
- (FC) Indicates change in format
- (MT) Indicates moved text
- (NR) Indicates new rate
- (RT) Indicates removal of text

## Local Exchange Services Tariff

**Section 1 - Application of Tariff**

## 1.1 Application

## 1.1.1 General

This tariff defines the general terms and conditions under which 3L Communications Missouri, LLC (hereinafter referred to as the "Company" or "3L Communications") provides telecommunications services, including Local Exchange Services, to business Customers within the State of Missouri.

This Tariff applies to the furnishing of Local Exchange Services defined herein. Local Exchange Services are furnished for use in placing and/or receiving local telephone calls within the Local Service Area. Services, features and functions will be provided where facilities, including but not limited to: billing capability and technical capability, are available.

The provision of Local Exchange Services is subject to existing regulations, and terms and conditions specified in this Tariff and the Company's current Tariffs, and may be revised, added to or supplemented by superseding issues.

3L Communications reserves the right to offer its Customers a variety of competitive services as deemed appropriate by the Company.

## Local Exchange Services Tariff

## 1.1 Application (cont'd)

## 1.1.2 Waivers

3L Communications Missouri LLC is classified as a competitive telecommunications company. Application of the following statutes and regulatory rules shall be waived:

**Statutes**

Section 392.210.2	Establish uniform system of accounts for annual reports
Section 392.240.1	Rates – reasonable average return on investment
Section 392.270	Property valuation
Section 392.280	Depreciation rates
Section 392.290	Issuance of securities
Section 392.300	Transfer of Property and Ownership of stock
Section 392.310	Issuance of stocks and debt
Section 392.320	Stock dividend payment
Section 392.330	Issuance of securities, debt, and notes
Section 392.340	Reorganization(s)

**Commission Rules**

4 CSR 240-10.020	Depreciation and income
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-3.550(4, 5A, 5C)	Telecommunications Company Records and Reports
4 CSR 240-32.060	Engineering/Maintenance
4 CSR 240-32.070	Service Quality
4 CSR 240-32.080	Surveillance
4 CSR 240-33.040(1-3)(5-10)	Residential Billing/Payment Standards
4 CSR 240-33.045	Separately Identified Charges
4 CSR 240-33.080(1)	Identify toll-free number and company name on bills
4 CSR 240-33.130(1, 4, 5)	Operator Services
4 CSR 240-3.545(2)(C)	Rate Schedules

## Local Exchange Services Tariff

**Section 2 - General Regulations**

## 2.1 Undertaking of the Company

## 2.1.1 General

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified herein.

Local Exchange Services consist of furnishing one way or two way communication to or from a demarcation point on the Customer's premises and another demarcation point within a Local Service Area as specified in Section 3 of this Tariff. Services, features and functions will be provided where facilities, including but not limited to: billing capability, technical capabilities and the ability of the Company to purchase underlying services, features and functions, either alone or in combination are available. 3L Communications reserves the right to withdraw any service provided pursuant to this tariff or to modify its terms and conditions, upon 30 days notice, in the event that changes occur (including regulatory changes) which affect either the availability of facilities to Company, or the terms and conditions upon which they are obtained. The foregoing is in addition to all other existing rights retained by the Company to modify or withdraw its services at any time.

The Company's obligation to furnish service, features and/or facilities is also dependent upon its ability to provide, secure and retain, without unreasonable expense to the Company and at the Company's discretion: (a) suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment, (b) suitable space for its plant and facilities in the building where service is or is to be provided, (c) facilities for interconnection from alternate suppliers. The Company reserves the right to recover any extraordinary fees and/or expenses specific to provisioning service to individual Customers.

A month is considered to have 30 days for the purpose of computing charges in this Tariff.

In the event of a dispute, the Customer may be liable for reasonable court costs, attorney's fees and other reasonable fees associated with the dispute or resulting litigation (e.g., expert fees, etc.).

## Local Exchange Services Tariff

## 2.1 Undertaking of the Company (cont'd)

## 2.1.2 Terms and Conditions

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. The Customer may also be required to execute any other documents as may be reasonably requested by the Company in connection with the provisioning of Local Exchange Services.

At the expiration of the initial term specified in each service order, or of any extension thereof, service shall continue on a month-to-month basis at the then current month-to-month rates unless terminated by either party upon 30 days written 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.

## 2.1.3 Notification of Service Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of the Company's 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. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.



## Local Exchange Services Tariff

## 2.1 Undertaking of the Company (cont'd)

## 2.1.4 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.
- B. The Company shall use reasonable efforts to maintain 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 provided or installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby degrade the technical parameters of the service provided to the Customer beyond a reasonable degree.
- D. Equipment the Company provides or installs at the Customer premises for use in connection with services the Company offers shall not be used for any purpose other than that for which the Company provides, installs or has installed on its behalf.

## Local Exchange Services Tariff

## 2.1 Undertaking of the Company (cont'd)

## 2.1.4 Provision of Equipment and Facilities (cont'd)

- E. 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.
- F. 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.
- G. When the facilities or equipment of other companies are used by the Customer, the Company is not liable for any act, error, omission or interruption caused by the other company or their agents or employees. This includes but is not limited to:
1. The provision of a signaling system database by another company;
  2. The transmission of signals by the Customer-provided equipment or for the quality of, or defects in, such transmission; or
  3. The reception of signals by Customer-provided equipment.

## Local Exchange Services Tariff

## 2.1 Undertaking of the Company (cont'd)

## 2.1.5 Customer Equipment

A Customer may transmit or receive information or signals via the facilities of the Company by use of Customer-provided equipment.

## A. Station Equipment

Customer-provided equipment on Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer.

The Customer is responsible for ensuring that Customer-provided equipment and wiring connected to Company equipment and facilities is compatible with such Company-provided equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and facilities by the connection, operation or maintenance of such Customer-provided equipment and wiring must be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

## B. Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections at the Customer's premises as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff.

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. 3L Communications may immediately and without notice deny service when the Customer: (a) subjects Company or non Company personnel to hazardous conditions, (b) circumvents Company's ability to charge for its services, prevent and protect against fraud or (c) acts in a way that may cause immediate harm to the local exchange network or other company services.

## Local Exchange Services Tariff

## 2.2 Liability of the Company

## 2.2.1 Service Liability

- A. The Company's liability, if any, for willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of a service, and subject to the following provisions, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due to the Customer under this Tariff as a Credit Allowance for Interruptions or under Service Quality Guarantees.
- B. The Company is not liable for any act or omission of any other communications provider which furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused solely by the Company's negligence.

## Local Exchange Services Tariff

## 2.2 Liability of the Company (cont'd)

## 2.2.1 Service Liability (cont'd)

- D. The Company shall be indemnified, defended, and held harmless against any claim, loss, or damage arising from the use of service offered under this tariff, involving:
1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
  2. Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
  3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.
- E. The Company does not guarantee or make any warranty with respect to its service when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer and authorized user from any and all claims, losses or damages by any person relating to the services so provided.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff.
- G. The Company's failure to provide or maintain service under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God, and other circumstances beyond the Company's reasonable control.
- H. In no event shall the Company be liable for special, reliance, consequential or other such damages including, but not limited to: lost profits, loss of use or others.

## Local Exchange Services Tariff

## 2.2 Liability of the Company (cont'd)

## 2.2.2 Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

## 2.2.3 Credit Allowance for Interruptions

- A. Except as may otherwise be specified in this Tariff, interruptions of twenty-four hours or more, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer at the proportionate monthly charge (1/30 of the service monthly recurring charge) involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than twenty-four hours.

No interruption allowance shall be made for failures in facilities provided with or by other carriers except as may otherwise be provided in other Sections of this Tariff.

- B. No interruption allowance shall apply where service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of the Tariff, suspends or terminates service, because of nonpayment of bills due the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the Customer is responsible for providing electric power.

## Local Exchange Services Tariff

## 2.3 Obligations of the Customer

## 2.3.1 Customer Responsibilities

## A. The Customer shall be responsible for:

1. The payment of all applicable charges pursuant to this tariff;
2. 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 fires or theft or other casualty on the Customer premises, unless caused by the sole negligence or willful misconduct of the employees or agents of the Company;
3. Providing at no charge, as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of any associated equipment or facilities used to provide Local Exchange Services to the Customer from the cable building entrance or property line to the location of the equipment or facilities space described above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided equipment or facilities, shall be borne entirely by, and may be charged by the Company to the Customer;

## Local Exchange Services Tariff

## 2.3 Obligations of the Customer (cont'd)

## 2.3.1 Customer Responsibilities (cont'd)

## A. The Customer shall be responsible for: (cont'd)

5. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees, agents and/or suppliers 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 the installation or maintenance in such area by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e .g. asbestos) prior to any construction or installation work;
6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for Company employees, agents and/or suppliers to enter the premises of the Customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
7. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.



## Local Exchange Services Tariff

## 2.3 Obligations of the Customer (cont'd)

## 2.3.1 Customer Responsibilities (con'td)

## B. Claims

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

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

## C. Resale

1. All Company Local Exchange Services are available for resale by companies that are certificated by the Missouri Public Service Commission unless otherwise specifically indicated.
2. Customers, who subscribe to Local Exchange Service and resell this service to others, shall be the Customer of Record. The Customer of Record shall be responsible for complying with all laws and regulations of the State of Missouri which relate in any way to the Customer of Record's provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and the payment of applicable taxes.

## Local Exchange Services Tariff

## 2.3 Obligations of the Customer (cont'd)

## 2.3.1 Customer Responsibilities (con'td)

## C. Resale (cont'd)

3. The Company will bill the Customer of Record who is at all times responsible for payment of the full amount of all charges incurred. The Company is not responsible for the allocation of usage or charges for resold services. The Customer of Record is responsible for allocating charges to its end users.
4. The Company will communicate with the Customer of Record with respect to ordering, provisioning, maintenance, repair, billing, collection and other matters related to Local Exchange Services. The Company has no obligation to provide notice to, or communicate with the Customer of Record's customers or end users.
5. With respect to resold services, applications for services as well as requests for additions, rearrangements or discontinuances of service will be accepted only from the Customer of Record.
6. In connection with the marketing of its services, the Customer of Record may not directly or indirectly (1) use Company's trade names, trademarks, service marks, registered marks or other indicia of origin (or confusingly similar names, marks or other indicia) in a manner that may cause third parties (including the Customer of Record's end users) to believe that service provided by the Customer of Record is 3L Communications service; or (2) use Company's corporate logos, or trade dress (or confusingly similar logos or trade dress).
7. The furnishing of special arrangements to resellers is subject to the regulations set forth in this tariff.

## Local Exchange Services Tariff

## 2.3 Obligations of the Customer (cont'd)

## 2.3.1 Customer Responsibilities (con'td)

## C. Resale (cont'd)

## 8. Use of Company's Marks

When Local Exchange Service is resold, neither the Customer nor any other reseller or intermediary in the sales chain between the Customer and an end user may make any use (including but not limited to use in advertising, promotional materials, Internet or other on-line website, stationery, business cards, billing material or signage) of Company's name, logo, trademarks and service marks (registered and unregistered), trade dress or other symbols that serve to identify and distinguish Company from its competitors ("Company's Marks"), or of any confusingly similar name, logo, trademarks and service marks (registered and unregistered), trade dress or other symbols, except that a reseller may:

- a. use Company's Marks in comparative advertising solely to identify Company as a competitor, or to identify Company's competing services, provided such use is not made in a factually incorrect or misleading context or in a manner that is likely to cause confusion or mistake, or to deceive or to identify Company as an underlying provider of the reseller's service;
- b. use Company's Marks pursuant to the terms of a separate written brand licensing agreement;
- c. use Company's name to the extent it is specifically required by Statute, regulation or other government requirement to do so, and;

## Local Exchange Services Tariff

## 2.3 Obligations of the Customer (cont'd)

## 2.3.1 Customer Responsibilities (con'td)

## C. Resale (cont'd)

## 8. Use of Company's Marks (cont'd)

d. indicate, in response to an unsolicited inquiry from an end user (including a prospective end user), that it uses the Company as its underlying carrier, provided the reseller also:

- (1) advises the end user that a portion of its service will be provided using reseller's own switching or transmission facilities (if applicable);
- (2) identifies any other long distance providers the reseller uses in providing service to the end user;
- (3) advises the end user it will not be a Customer of the Company for the resold service, and;
- (4) does not emphasize the Company name more than either its own name or that of any other long distance provider the reseller uses.

For purposes of this provision, Local Exchange Service is resold if the Customer (or any other reseller or intermediary in the sales chain between the Customer and an end user) uses local exchange service to reoffer telecommunications service to others (with or without "adding value") for profit.

## Local Exchange Services Tariff

## 2.4 Connections of Terminal Equipment and Communications Systems

## 2.4.1 Recording of Two Way Telephone Conversations

Local Exchange Services are not represented as adapted to the recording of two way telephone conversations. However, Customer provided voice recording equipment may be directly, acoustically or inductively connected with Local Exchange Services for the recording of such conversations. When such connections are made, the Customer-provided voice recording equipment shall be so arranged that at the will of the user it can be activated or deactivated. In addition, one of the following conditions must apply:

1. All parties to the telephone conversation must give their prior consent to the recording of the conversation, and their prior consent must be obtained in writing or be part of, and obtained at the start of, the recording, or
2. A distinctive recorder tone, repeated at intervals of approximately fifteen seconds, is required to alert all parties when the recording equipment is in use. The distinctive recording tone can be provided as part of the recording equipment, or
3. All parties to the telephone conversation must be verbally notified at the beginning of the conversation and the notification must be recorded as part of the call, by the recording party.

## Local Exchange Services Tariff

## .4 Connections of Terminal Equipment and Communications Systems (cont'd)

## 2.4.1 Recording of Two Way Telephone Conversations (cont'd)

## A. Exceptions

The exceptions to the foregoing requirements are as follows:

1. Recordings made of incoming calls to telephone numbers publicized for emergencies involving health or safety of life and property (e .g., emergency situations involving fire, health care, police, public utilities and emergency road service) and outgoing calls made in immediate response to such calls.
2. Recordings of calls made for patently unlawful purposes, such as bomb threats, kidnap ransom requests and obscene telephone calls. Outgoing calls made in immediate response to such calls are also excepted.
3. Recording of calls made by Federal, State or local law enforcement authorities, or federal intelligence authorities, acting under cover of law.

## Local Exchange Services Tariff

## 2.4 Connections of Terminal Equipment and Communications Systems (cont'd)

## 2.4.2 Violation of Regulations

When any terminal equipment or communications system is used with Local Exchange Services in violation of any of the provisions of this Tariff, the Company will take immediate action, based on the circumstances, to protect its services or interests, including disconnection of the service, and will promptly notify the Customer of the violation. The Customer shall discontinue such improper use of the terminal equipment or communications system or correct the violation and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in disconnection of the Customer's service until such time as the Customer complies with the provisions of this Tariff.

## Local Exchange Services Tariff

## 2.5 Payments and Charges

## 2.5.1 Billing and Collection

The Customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the Customer. The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this Tariff. Recurring charges are billed in advance of the month(s) in which service is provided, except where prohibited by law. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the Federal Government will be billed in arrears. Bills are due by the payment due date shown on the bill. When service does not begin on the first day of the billing cycle, or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis.

## 2.5.2 Billing Disputes

The Customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. Any notice of dispute must be made in writing, in person or by a telephone message. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the Customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Tariff. The Customer must provide the Company with written notice of a dispute within one hundred and twenty (120) days from the bill date, otherwise, the charge will be considered correct and binding.

To the extent the Company must pursue collection actions against the Customer, all such expenses reasonably incurred by the Company, including but not limited to attorneys' fees, shall be added to the Customer's invoice at the time incurred. All such fees will be payable by the Customer and will be subject to the Late Payment Charge(s) described below.



## Local Exchange Services Tariff

## 2.5 Payments and Charges (cont'd)

## 2.5.3 Advance Payments

The Company may require a Customer or applicant to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service advance payments of recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the time of application. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made.

## 2.5.4 Deposits for Business Customers

The Company may require a deposit from a business Customer, or an increase in the amount of deposit, of a business Customer who cannot establish a credit standing satisfactory to the Company. If the actual bills of the Customer subsequently rendered prove that the deposit is either insufficient or excessive, the deposit may be changed in accordance with the facts.

Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

A deposit is returned to the Customer, less any amounts due the Company when service is disconnected. Even though a deposit is made, the Customer must still pay bills, including any advance payments, when requested. A Customer's payment of a deposit does not waive or modify the Company's practice of disconnecting service for failure to pay any bills.

## 2.5.5 Returned Check Charge

In addition to any late payment charges specified in this Tariff, the Customer will be assessed a charge of fifteen dollars (\$15 .00) for each check, bank draft, or electronic funds transfer submitted by the Customer to the Company which a financial institution refuses to honor.

## Local Exchange Services Tariff

## 2.5 Payments and Charges (cont'd)

## 2.5.6 Late Payment Charge

If any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, subject to billing and system availability, a Late Payment Charge shall be due to the Company, provided billing capability exists. The Late Payment Charge shall be the portion of the payment not received by the date due, multiplied by a factor. The late payment factor shall be 1.5% per month (18% annually), and will apply to all amounts in excess of \$25.00 previously billed on a Customer's bill, including arrears and Late Payment Charges, and which remain unpaid within 30 calendar days from the invoice date. The minimum Late Payment Charge is \$5.00.

Late Payment Charges do not apply to the disputed portion of unpaid balances, if resolved in favor of the Customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the Late Payment Charge as of the original due date noted on the Customer's bill. Undisputed amounts of the same bill may be subject to the Late Payment Charge if they remain unpaid by the due date noted on the Customer's bill. Collection procedures and security deposit requirements are unaffected by the application of the Late Payment Charge.

## Local Exchange Services Tariff

## 2.5 Payments and Charges (cont'd)

## 2.5.7 Charge Increases

Company reserves the right to increase charges for Services provided to the customer, regardless of any contractual terms or commitment, as a result of: (i) expenses incurred by Company reasonably relating to regulatory assessments stemming from an order, rule or regulation of any regulatory authority or court having competent jurisdiction; (ii) other governmental charges or fees; (iii) charges or payment obligations imposed on Company related to termination of domestic or international calls to mobile numbers; or (iv) reductions in amounts other carriers are required to pay to Company or increases in the amount Company is required to pay to other carriers.

## 2.5.8 Establishment and Reestablishment of Credit

The Company may conduct a credit investigation of each Commercial Customer or applicant prior to accepting the service order, Customer deposit or advance payment. A Customer whose service has been discontinued by the Company for non-payment of bills for any telecommunications service will be required to pay all bills due the Company for telecommunications services or make other arrangements satisfactory to the Company and to re-establish credit before service is restored or any service started.

## Local Exchange Services Tariff

## 2.5 Payments and Charges (cont'd)

## 2.5.9 Duplicate Bill Charges

## A. General

1. Subject to Company retention policies, availability of the bill(s), and ability of the Company to retrieve the bill(s), a customer may request a paper copy of their bill(s). A Duplicate Bill Charge may apply upon a customer's request for duplicate copies of their telephone bill(s) in accordance with the charges specified following, unless stipulated differently in the customer's contract. This service will be available where billing and technology exist.
2. The Duplicate Bill Charge, as defined in section 2.5.9.B, will not be applied in the following instances:
  - a. When a customer is currently subscribing to a service to receive additional copies of their bills;
  - b. When customers request a copy of the bill because of non-receipt of an initial bill after new connect, transfer or change of address orders;
  - c. When customers have not received a bill due to Company error in the address of the bill;
  - d. When a customer requests a copy of the current month bill or final bill.

## B. Rates and Charges

Duplicate Bill Charge, mailed via standard US mail only:

Per bill copy charge \$5.00

## C. Liability

With respect to any claim or suit, by a customer or any others, for damages arising from delays, errors or omissions, or the failure to provide bill copies, Company's liability, if any, shall not exceed the amount paid for the service.

## Local Exchange Services Tariff

## 2.6 Cancellation, Discontinuance and Changes

## 2.6.1 Cancellation of Service

## A. Cancellation of Application for Service

When a Customer cancels 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.

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.

Where the Company incurs an 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, applies. The charges described above will be calculated and applied on a case-by-case basis.

## Local Exchange Services Tariff

## 2.6 Cancellation, Discontinuance and Changes (cont'd)

## 2.6.1 Cancellation of Service (cont'd)

## B. Cancellation of Service

If a Customer cancels a service order or terminates services before the completion of the term for any reason whatsoever, the Customer agrees to pay to the Company the following:

1. All non-recurring charges reasonably expended by the Company to establish service to the Customer; and
2. Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by the Company; and
3. All recurring charges specified in the applicable tariff for the balance of the then current term; and
4. Any other charges set forth in this Tariff or in the service order for such early cancellation or termination. The above sums shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, as set forth in this Tariff.

## Local Exchange Services Tariff

## 2.6 Cancellation, Discontinuance and Changes (cont'd)

## 2.6.2 Discontinuance of Service

The Company may discontinue or refuse to furnish any and/or all service(s) to the Customer or Applicant for service without incurring any liability if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, equipment, assets or services.

If a Customer (or any reseller or intermediary in the sales chain between the Customer and an end user) fails to comply with Section 2.3.C.8 (Use of Company's Marks), preceding, the Company may, on written notification to the Customer, immediately deny requests for additional service and/or restrict service to the non-complying Customer. If the non-compliance is not cured to Company's reasonable satisfaction within 30 days after the date of notification, the Company may discontinue the service upon five days prior written notice to the Customer (such cure may require, among other things, corrective communications with end users, in addition to cessation of the non-complying use of Company's Marks). The Company may pursue any other available remedies with respect to the conduct that constitutes the non-compliance.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. In addition, the Company 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.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

## Local Exchange Services Tariff

## 2.6 Cancellation, Discontinuance and Changes (cont'd)

## 2.6.2 Discontinuance of Service (cont'd)

A. The Company may, without incurring any liability, discontinue or suspend service without notice, or refuse service, if:

1. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of communications services or its planned use of service(s); or
2. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, its past or current use of communications services, or its planned use of the Company's service(s); or
3. The Customer states that it will not comply with a request of the Company for deposits or advance payments, as specified in this tariff; or
4. The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
5. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
  - a. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
  - b. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - c. Any other fraudulent means or devices.
6. The Customer uses service without payment for the service or the Customer fails to pay any amounts owing to the Company for services to which the Customer subscribes or had subscribed or used.



## Local Exchange Services Tariff

## 2.6 Cancellation, Discontinuance and Changes (cont'd)

## 2.6.2 Discontinuance of Service (cont'd)

- B. Upon nonpayment of any amounts owing to the Company for which the Customer subscribes or had subscribed or used, the Company may, by giving at least ten calendar days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- C. Upon failure to comply with a request made by the Company for security for the payment of service(s) or advance payments, as specified in this tariff, the Company may, by giving at least five calendar days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- D. Service shall not be suspended on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such day.
- E. A Customer shall have at least 21 days from the rendition of a bill to pay the charges stated except when the Customer has had service discontinued by the Company within the last 12 months or where the Customer incurs toll or other charges at any time during the billing period which are equal to at least 400 percent of the amount of the deposit or guarantee previously required from the Customer, in which case payment may be demanded for the toll charges by a telephone call to the Customer followed by written notification of such demand.
- F. At least 24 hours preceding a suspension, the Telephone Company shall make reasonable efforts to contact the Customer to advise the Customer of the proposed discontinuance and what steps must be taken to avoid it.
- G. The Company shall postpone a suspension for a time not in excess of 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 person is under the care of a physician. Any person who alleges such emergency shall, if requested, provide the Telephone Company with reasonable evidence of such necessity.

## Local Exchange Services Tariff

## 2.6 Cancellation, Discontinuance and Changes (cont'd)

## 2.6.2 Discontinuance of Service (cont'd)

- H. Upon violation of any of the other material, terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- I. Upon condemnation of any material portion of the facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- J. Upon any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may with or without prior written notice discontinue service without incurring any liability.

## 2.6.3 Changes in Service

If the Customer makes or requests material changes in circuit engineering, equipment or facility 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.

## Local Exchange Services Tariff

## 2.6 Cancellation, Discontinuance and Changes (cont'd)

## 2.6.4 Restoration of Service

When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be reestablished only upon the basis of an application for new service.

If any Customer's service is restored after having been discontinued in accordance with this Tariff but a Company service order to terminate such service has not been completed when such service is restored, the Customer may be required to pay a restoration of service charge.

If a service has been suspended, discontinued or disconnected for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of suspension and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds within the last twelve (12) months, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoration of service will be effected upon bank clearance of the check.

## Local Exchange Services Tariff

## 2.7 Assignment or Transfer of Service

The Customer may not assign or transfer its rights of service in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties without prior notice or consent (a) to 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.

## 2.8 Notices and Communications

- A. All notices or other communications required to be given pursuant to this Tariff will be in writing except where notice is provided in this tariff. 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, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- B. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, billing or other communications.

## Local Exchange Services Tariff

## 2.9 Customer Specific Pricing Plans

Customer Specific Pricing Plans are available for provision of: (1) Dedicated, non-switched, private line and special access services, (2) Central office-based switching systems which substitute for customer premise, private branch exchange (PBX) services, and (3) Any business service offered in the exchange in which basic local telecommunications service offered by the incumbent local exchange telecommunications company has been declared competitive under Section 392.245 RSMo., and any retail business service offered to an end user in a non-competitive exchange. Unless otherwise provided in the customer contract, the rules and regulations found in Section 2 of this tariff apply to all Customer Specific Pricing Plans. Customer Specific Pricing Plan arrangements will be provided to the Commission on a proprietary basis upon request.

## 2.10 Provision of Certain Local Taxes and Franchise Fees

Any franchise fees, privilege, license, occupation, excise, or other taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such tax upon the Company. Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue, or as otherwise required and/or allowed by law, derived by Company from each such Customer, an amount sufficient to recover any such tax or fee and may list this amount separately on the bill. The customer is responsible for the payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of network services. Company will itemize taxes and surcharges as separate line items on the customer's bill. All charges other than taxes and franchise fees will be submitted to the Commission for prior approval

## 2.10.1 Missouri Universal Service Fund

The Company will place on each retail end-user's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Commission. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund." The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

## Local Exchange Services Tariff

## 2.11 Definitions

a. Automatic Location Identification (ALI)

Automatic Location Identification (ALI) is an E911 feature that provides the name or address or both associated with the calling party's telephone number (identified by ANI as defined below) to the PSAP for display. Additional telephones with the same number as the calling party's (e.g., secondary locations, off-premise extensions) are generally identified with the address of the telephone number at the main location.

b. Automatic Number Identification (ANI)

Automatic Number Identification (ANI) provides for the telephone number of the calling party to be forwarded to the PSAP.

c. Channel (DS0)

A channel (DS0) is a digital partition of a Digital Facility (DS1). There are 24 DS0 channels which comprise, in its entirety, the terrestrial Digital Facility.

d. Commercial Service (Business)

Service is classified and charged for as Commercial Service where the use is primarily or substantially of a business, professional, institutional or occupational nature, or where a business directory listing is furnished.

e. Customer

The person or legal entity that subscribes to the Company's service(s), or otherwise uses a Company service, and is responsible for payment of charges for services furnished to that Customer.

f. Customer Premises

A location owned, leased or otherwise controlled by a Customer to which the Company provides service.

## Local Exchange Services Tariff

## 2.11 Definitions

- g. Demarcation Point  
The point at which common carriers terminate communications cabling in a building.
- h. Dial Switch Equipment  
A unit of mechanical or electronic switching equipment used in a central office or in connection with a PBX system.
- i. Digital Facility (DS1)  
A Digital Facility (DS1) is a local channel service component capable of simultaneous two-way transmission of digital signals delivered at a transmission speed of 1.544 Million Bits per Second. The facility is comprised entirely of terrestrial facilities, i.e. the facility does not have satellite channels in its make-up.
- j. Emergency Service Number (ESN)  
Emergency Service Number (ESN) is a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g. police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary and possibly one or more secondary PSAPs.
- k. Exchange Area  
An exchange area is a geographical area served by a Rate Center. The Company concurs with the AT&T Missouri and CenturyLink exchange areas and exchange maps that are on file.
- l. Extended Area Service ("EAS")  
A service whereby the Local Service Area is extended to an Exchange Area other than the Customer's home Exchange Area as defined in this Tariff.
- m. Local Exchange Service  
As described in Section 5 of this Tariff.
- n. Local Service Area  
A Local Service Area is the region, comprised of one or more complete Exchange Area(s), within which a Customer can call another station at the rates and charges as specified in this Tariff.

## Local Exchange Services Tariff

## 2.11 Definitions

o. 911 Service Area

911 Service Area is the geographic area in which a particular PSAP will respond to all 911 calls and dispatch appropriate emergency assistance.

p. Public Safety Answer Point (PSAP)

Public Safety Answering Point (PSAP) is a communication facility operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 911 call, and serves the jurisdictions in which it is located and other participating jurisdiction, if any.

q. Rate Center

A specified geographical location used for determining mileage measurements.

r. Resale

Resale is the reselling by a Customer of the Company service, facilities or equipment to others for a profit. A reseller is a Commercial Service Customer who is subject to the applicable rules and regulations of (1) the Communications Act of 1934, as amended, and the Federal Communications Commission and/or (2) the Code of State Regulations.

s. Subscriber

See Customer

t. Switch

A unit of dial switching equipment which provides interconnection between station lines or trunks.

u. Universal Emergency Number Service

Universal Emergency Number Service is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) serving the Customer's location may receive telephone calls dialed to the telephone number "911." The 911 Service includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central offices areas arranged for 911 calling.



## Local Exchange Services Tariff

## 2.12 Emergency Number Service (911 or E911)

## 2.12.1 Description

This tariff provides for Emergency Number Service (911 Service), which is an arrangement of Company Central Office and trunking facilities whereby a user who dials the telephone number "911" will reach the emergency report center for the telephone from which the number is dialed or may be routed to an operator if all lines to an emergency report center are busy. The telephone user who dials the 911 number will not be charged for the call.

Both 911 and E911 service are only available from Company switching facilities (where available) and via Company services that are equipped to provide and that do provide 911 or E911 service. The Company shall provide the PSAP only such name, address and telephone number information as the Customer shall provide to the Company, and for any 911 or E911 call, the Company shall only pass to the PSAP such information, including ALI and/or ANI data, as the Customer's facilities, network or station equipment shall make properly available to the Company's network and equipment for transmission to the PSAP.

The Company is obligated to supply the E911 service provider in the Company's service area with accurate information necessary to update the E911 database.

The Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. The Company recognizes the authority of the E911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

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

## Local Exchange Services Tariff

## 2.12 Emergency Number Service (911 or E911) (con'td)

## 2.12.2 Universal Emergency Number Service (911)

Universal Emergency Number Service (911) is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) serving the Customer's location may receive telephone calls dialed to the telephone number "911" from service users within a 911 service district.

Two types of 911 service are offered: Basic 911 (911) and Enhanced 911 Service (E911).

- A. Basic 911 Service provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to single PSAP equipped to receive those calls.
- B. Enhanced 911 Service provides additional features, such as selective routing of 911 calls to specific PSAP and Automatic Number Identification. The 911 calling party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating access line location are furnished to the PSAP.

## 2.12.3 Emergency Telephone Service Charge

The Company may assess Customers a fee, on a recurring basis, non-recurring basis, or both, to recover the costs incurred by the Company for providing 911 service, and may, where permitted, also assess and remit appropriate surcharges or other amounts payable to public or other agencies that provide 911 services. Because the Company's serving boundaries may not coincide with political subdivisions and 911 service district boundaries, the Company may assess standard fees and surcharges upon all service users served by a central office providing 911 service.

## Local Exchange Services Tariff

## 2.12 Emergency Number Service (911 or E911) (con'td)

## 2.12.4 Rules, Regulations and Terms and Conditions

The Company will not provide both Basic 911 and Enhanced 911 Service within a given central office (switching entity).

The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the service users to have the ability to access the PSAP.

The services provided pursuant to this tariff do not include the monitoring of facilities to discover errors, defects and malfunctions in 911 or E911 services, facilities, or operations, nor does the Company undertake such responsibility. The Customer shall be responsible for making such operational tests as, in the judgment of the Customer, are required to determine whether 911 and E911 calls are functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.

The Company's liability to the Customer, to any party dialing 911 using the Customer's facilities, or to any other party or persons, for any loss or damage arising from errors, interruptions, omissions, delays, defects, failures, or real functions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, shall not exceed the amount equivalent to the pro-rate charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credits that may be given for an out-of-service condition. This limitation of liability shall be in addition to any other limitations contained elsewhere in this tariff.

## Local Exchange Services Tariff

## 2.12 Emergency Number Service (911 or E911) (cont'd)

## 2.12.4 Rules, Regulations and Terms and Conditions (cont'd)

The Customer agrees to release, indemnify, defend, and hold harmless the Company from any claims, suits, proceedings, expenses, losses, liabilities, or damages ("Claims") by any party or parties arising out of the use or attempted use of the Customer's services for purposes of placing 911 or E911 calls, including (a) Claims of infringement or invasion of the right of privacy or confidentiality of any person or persons; (b) all other Claims arising out of any act or omission of Customer or any user of the Customer's services, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service hereunder. Customer agrees to defend Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such Claims.

## Local Exchange Services Tariff

**Section 3 - Application of Rates**

## 3.1 Introduction

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

## 3.2 Charges Based on Duration of Use

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

- A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B) Timing on completed calls begins when the called party answers the call. 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).
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E) All times refer to local time.

## Local Exchange Services Tariff

## 3.3 Rates Based upon Distance

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

- A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Telcordia, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network, the Company will apply the rate center of the Customer's main billing telephone number.
- B) The airline distance between any two rate centers is determined as follows:
- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Telcordia document.
  - 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
  - 3) Square each difference obtained in step (2) above.
  - 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
  - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
  - 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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

## Local Exchange Services Tariff

**Section 4 - Service Areas**

## 4.1 Local Exchange Service Areas

Local Exchange Services are provided (pursuant to Section 5.1) in limited geographic areas, as follows:<sup>1</sup>

## A. AT&amp;T Missouri Exchanges:

Adrian	Boonville	Clever	Farmington
Advance	Bowling Green	Climax Springs	Fayette
Agency	Bridgeton	Creve Couer	Fenton
Altenburg-Frohna	Brookfield	De Soto	Ferguson
Antonia	Camdenton	Deering	Festus
Archie	Campbell	DeKalb	Fisk
Argyle	Cape Girardeau	Delta	Flat River
Armstrong	Cardwell	Dexter	Florissant
Ash Grove	Carl Junction	Downing	Frankford
Beaufort	Carrollton	E. Independence	Fredericktown
Bell City	Carthage	East Prairie	Imperial
Belton	Caruthersville	Edina	Independence
Benton	Cedar Hill	Eldon	Jackson
Billings	Center	Elsberry	Jasper
Bismarck	Chaffee	Essex	Joplin
Bloomfield	Charleston	Eureka	Kansas City
Bloomsdale	Chesterfield	Excelsior Springs	Kennett
Blue Springs	Chillicothe	Fair Grove	Kirkville
Bonne Terre	Clarksville	Farley	Kirkwood

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Note 1: Full service versions of the Company's Local Exchange Services will be provided to Customers, at Customer premises located in these areas pursuant to this tariff to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises is served by an Incumbent Local Exchange Carrier (ILEC) wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

## Local Exchange Services Tariff

## 4.1 Local Exchange Service Areas (cont'd)

Local Exchange Services are provided (pursuant to Section 5.1) in limited geographic areas, as follows:<sup>1</sup>

## A. AT&amp;T Missouri Exchanges: (cont'd)

Knob Noster	Marshall	Oran	Riverview
La Monte	Marston	Osage Beach	Rogersville
Ladue	Maxville	Overland	Rushville
Lake Ozark	Mehlville	Pacific	S Kansas City
Lamar	Meta	Patton	San Antonio
Lancaster	Mexico	Paynesville	Sappington
Leadwood	Moberly	Perryville	Scott City
Lees Summit	Monett	Pierce City	Sedalia
Liberty	Montgomery City	Pocahontas-New	Senath
Lilbourne	Morehouse	Pond	Sikeston
Linn	Nashua	Poplar Bluff	Slater
Lockwood	Neosho	Portage de Sioux	Southville
Louisiana	Nevada	Portageville	Spanish Lake
Macks Creek	New Franklin	Quilin	Springfield
Malden	New Madrid	Rayton	St. Charles
Manchester	Nixa	Republic	St. Clair
Marble Hill	Oak Ridge	Richmond	St. Joseph
Marcelne	Oakville	Richwoods	St. Louis
Marionville	Old Appleton	Risco	St. Mary's

Note 1: Full service versions of the Company's Local Exchange Services will be provided to Customers, at Customer premises located in these areas pursuant to this tariff to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises is served by an Incumbent Local Exchange Carrier (ILEC) wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.



## Local Exchange Services Tariff

## 4.1 Local Exchange Service Areas (cont'd)

Local Exchange Services are provided (pursuant to Section 5.1) in limited geographic areas, as follows:<sup>1</sup>

## A. AT&amp;T Missouri Exchanges: (cont'd)

Stanberry	Union Parkville	Wardell	Wells
Ste. Genevieve	Valley Park	Ware	Wellsville Puxico
Strafford	Versailles	Washington	Westphalia
Tiffany Springs	Vienna	Webb City	Willard
Trenton	Walnut Grove	Webster Groves	Wyatt
Tuscumbia			

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Note 1: Full service versions of the Company's Local Exchange Services will be provided to Customers, at Customer premises located in these areas pursuant to this tariff to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises is served by an Incumbent Local Exchange Carrier (ILEC) wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

## Local Exchange Services Tariff

## 4.1 Local Exchange Service Areas (cont'd)

Local Exchange Services are provided (pursuant to Section 5.1) in limited geographic areas, as follows:<sup>1</sup>

## B. CenturyLink (Spectra Communications Group, LLC) Exchanges:

Amazonia	Clarence	Gower	La Plata
Annapolis	Clarksdale	Greenfield	Lawson
Arcola	Collins	Grovespring	Lesterville
Aurora	Concordia	Hamilton	Lewistown
Avenue City	Cosby	Hartville	Licking
Avilla	Dadeville	Helena	Lowry City
Belgrade	Dalton	Houston	Macon
Belleview	Easton	Humansville	Manes
Birch Tree	Edgar Springs	Hunnewell	Maysville
Bolckow	Eldorado Springs	Irondale	Milo
Boss	Ellsinore	Ironton	Monroe City
Braymer	Elmer	Jerico Springs	Montauk Park
Bronaugh	Eminence	Kahoka	Monticello
Brunswick	Everton	Keytesville	Mt. Vernon
Bunker	Ewing	Kidder	Mtn. Grove
Caledonia	Fillmore	Kingston	Nebo
Cameron	Fremont	LaBelle	Norwood
Canton	Golden City	Laddonia	Oates
Centerville	Gorin	LaGrange	Osborn

Note 1: Full service versions of the Company's Local Exchange Services will be provided to Customers, at Customer premises located in these areas pursuant to this tariff to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises is served by an Incumbent Local Exchange Carrier (ILEC) wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

## Local Exchange Services Tariff

## 4.1 Local Exchange Service Areas (cont'd)

Local Exchange Services are provided (pursuant to Section 5.1) in limited geographic areas, as follows:<sup>1</sup>

## B. CenturyLink (Spectra Communications Group, LLC) Exchanges: (cont'd)

Osceola	Roby	Shelbina	Van Buren
Palmyra	Rockville	Shelbyville	Vanzant
Paris	Rosendale	Sheldon	Walker
Perry	Santa Fe	Stewartsville	Wayland
Plattsburg	Sarcoxi	Stoutsville	Weaubleau
Potosi	Savannah	Timber	West Quincy
Raymondville	Helena	Trimble	Whitesville
Revere	Schell City	Turney	Winona

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Note 1: Full service versions of the Company's Local Exchange Services will be provided to Customers, at Customer premises located in these areas pursuant to this tariff to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises is served by an Incumbent Local Exchange Carrier (ILEC) wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

Local Exchange Services Tariff

4.2 Local Exchange Service Calling Areas/Scope Concurrence

The applicable Local Service Area, including any Extended Area Service (EAS) arrangements, specific to each of the exchanges identified in Section 4.1 above, are those defined in the following respective tariffs:

A. AT&T Missouri Exchanges

Southwestern Bell Telephone Company (d/b/a AT&T Missouri), P.S.C. MO. No. 24

B. CenturyLink (Spectra) Exchanges

Spectra Communications Group, LLC (d/b/a CenturyLink), P.S.C. MO. No. 1

## Local Exchange Services Tariff

**Section 5 - Local Exchange Service**

## 5.1 General

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

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access certain interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F) access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.
- G) Local Exchange Service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 970, 540, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked. Calls to numbers "NXX 976" will also be blocked unless otherwise specified by the Customer at the time service is ordered. Should a customer request unblocking for access to a caller-paid information service, the Company will bill and collect on behalf of the telephone companies' information provider holding the customer fully liable for all charges incurred for use of the information provider's service.

Local Exchange Services Tariff

5.1 General (Cont'd)

The following Local Exchange Services are offered:

- Section 5.2 Basic Trunk Service
- Section 5.3 DID Trunk Service
- Section 5.4 ISDN Primary Rate Interface (PRI) Service
- Section 5.5 IP Control Service
- Section 5.6 Directory Listing/Non-Published Numbers

## Local Exchange Services Tariff

## 5.2 Basic Trunk Service

Basic 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 Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Basic Trunks.

For trunks equipped with Direct Inward Dial (DID) capability and DID number blocks, see Sections 5.6 & 5.7.

Non-recurring and Recurring charges per Basic Trunk apply as follows:

Non-Recurring Charge	Recurring Charge
\$500.00	\$35.00

## Local Exchange Services Tariff

## 5.3 DID Trunk Service

DID Trunk Service provides a Customer with a single, voice-grade communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX or similar equipment to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID number blocks apply in addition to the DID Trunk charges listed below.

Non-recurring and Recurring charges per DID Trunk apply as follows:

Non-Recurring Charge	Recurring Charge
\$500.00	\$60.00



## Local Exchange Services Tariff

## 5.4 ISDN-PRI Service

ISDN PRI Service is an optional service arrangement for local exchange access based on the Primary Rate Interface (PRI) arrangement of the Integrated Services Digital Network (ISDN). ISDN PRI Service is a high capacity access path for communications providing voice or data transmission over the Company's exchange network. ISDN PRI Service is available only where necessary Company facilities and operating systems exist.

ISDN PRI Service is an alternative for individual local exchange access loop services such as Direct Inward Dialing (DID). It can also be used as loop transport for circuit switched data.

ISDN PRI Service is provisioned on the 1.544 megabits per second (MBPS) bandwidth and uses ISDN architecture of 23 B or bearer channels and 1 D or data channel (Primary) or 24 B channels (Secondary) to provide the Customer with the capabilities of simultaneous access, transmission, and switching of voice, data, and imaging services via channeled transport.

ISDN describes the end-to-end digital telecommunications network architecture that provides for the simultaneous access, transmission, and switching of voice, data, and imaging services. These functions are provided via channeled transport facilities over a limited number of standard user-network interfaces. The ISDN architecture consists of digital switching systems that connect Primary Rate Interface lines to their serving central office.

The B Channel is a 64 kilobits per second (KBPS) channel used for information transfer between users and may be used in conjunction with circuit-switched service. The D Channel is a 64 KBPS channel that carries signaling and control for the B channels. The backup D Channel automatically takes over for a failed D channel in case of trouble and is purchased as part of a 23B+Backup D PRI Arrangement.

## Local Exchange Services Tariff

## 5.4 ISDN-PRI Service (cont'd)

## 5.4.1 ISDN-PRI Standard Service Features

## A) Call by Call for Trunk Groups

Allows Circuit Switched Voice and Circuit Switched Data Services to enable over the ISDN PRI trunk to share "B" channels and arrange them as a single trunk group. This allows incoming and outgoing Circuit Switched Voice and Data calls to utilize "B" Channels on a call by call basis. (Without this capability, each service would require "B" channel.) "B" Channel Packet Switched Data Service cannot utilize this capability. ISDN PRI provides the end user with fractional T1 capabilities by using multiple B channels as required that will support a request for aggregate bandwidth of each application thus using SS7 interconnection trunks between the Company and the customer. All of the 23 channels (24 where technology permits) are usable as standalone trunk groups. Trunk groups can be equipped with Direct Inward Dial (DID) functionality.

## B) Caller ID Capability

All calling numbers presented to the services working on the ISDN PRI connection can be delivered to the customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers.

This feature enables the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. When Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle. Per line blocking for blocking of CPN will be available upon request, at no charge, ONLY to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Applicant: Private, nonprofit, tax exempt, domestic violence intervention agencies, and Federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability.

## Local Exchange Services Tariff

## 5.4 ISDN-PRI Service (cont'd)

## 5.4.1 ISDN-PRI Standard Service Features (cont'd)

## B) Caller ID Capability (cont'd)

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 Customer can unblock their CPN information on a per call basis, at no charge, by dialing an access code (\*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call. A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (\*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customer will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked. Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein. Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities.

## Local Exchange Services Tariff

## 5.4 ISDN-PRI Service (cont'd)

## 5.4.1 ISDN-PRI Standard Service Features (cont'd)

## C) Clear Channel Capability

ISDN PRI uses a standard 23b +D channel format providing “B” channels solely used for customer applications, since all signaling and control functions are handled by the “D” channel. This allows up to 64 Kbps access on each “B” channel and multiple B channels can be configured together in order to satisfy bandwidth requirements required to pass customer information to distant end terminations where technically feasible via ISDN PRI connections. ISDN PRI also allows multiple T1s to be configured as one user group using a single D channel for signaling support thus increasing available bandwidth.

## D) Digital Voice Transmission

All voice calls are converted from an analog into a digital format to be transported across the network.

## E) “D” Channel Control of Multiple Prime

Utilizes a single “D” channel to provide signaling and control for multiple ISDN PRI connections within a defined group. This allows the end user an additional bandwidth of 1.544 Mbps for each additional PRI port connection.

## Local Exchange Services Tariff

## 5.4 ISDN-PRI Service (cont'd)

## 5.4.1 ISDN-PRI Standard Service Features (cont'd)

## F) Equal Access Calling

Allows the customer to predefine an interexchange carrier or randomly access an interexchange carrier for each Trunk Group enabled. The carrier designation can be changed for charges as filed for the State of Missouri with the Company's FCC Tariff No. 1.

## 5.4.2 ISDN-PRI Optional Service Features

## A) Backup "D" Channel Arrangement

Provides backup for a primary "D" channel under those circumstances where multiple ISDN Prime connections share a "D" single channel. A pre-determined "D" channel on another PRI connection would automatically take over call control and signaling functions.

## B) System Intercommunication Service

Allows ISDN PRI "B" channels to connect to a Centrex business system or another Company provided ISDN PRI circuit that originates in the same central office. This feature is offered on a per trunk group basis only.

## Local Exchange Services Tariff

## 5.4 ISDN-PRI Service (cont'd)

## 5.4.2 ISDN-PRI Optional Service Features (cont'd)

## C) Call by Call for FX and Tie Lines

Allows Foreign District (FX) and Tie Line calls to be directed to and originated from ISDN PRI "B" channels. This provides Call by Call service selection for incoming and outgoing Circuit Switched and Private Facility services.

## D) Network Ring Again

This feature enables station users whose Digital PBX is connected to a central office by ISDN Prime to complete calls to a busy station line in another system without redialing. The system may be in the same or a different central office.

## E) Network Name Display

This allows the name of a station user calling over an ISDN PRI to be forwarded for display on a properly equipped customer-provided set. The terminating system may be in the same or a different central office.

## 5.4.3 ISDN-PRI Rates

## A) Non-Recurring Charges, per circuit

<b>Volume / Contract Term</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3+ Years</b>
1 ISDN-PRI Circuit	\$400.00	\$125.00	\$0.00
1-10 ISDN-PRI Circuits	\$250.00	\$75.00	\$0.00
10+ ISDN - PRI Circuits	\$100.00	\$50.00	\$0.00

## Local Exchange Services Tariff

## 5.4 ISDN-PRI Service (cont'd)

## 5.4.3 ISDN-PRI Rates (cont'd)

## B) Monthly Recurring Charges, per circuit

<b>Volume / Contract Term</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3+ Years</b>
1 ISDN-PRI Circuit	\$700.00	\$650.00	\$550.00
1-10 ISDN-PRI Circuits	\$550.00	\$475.00	\$400.00
10-20 ISDN - PRI Circuits	\$400.00	\$380.00	\$360.00
20+ ISDN-PRI Circuits	\$340.00	\$280.00	\$150.00

## C) Local &amp; Intra-LATA Usage Charges, per outbound minute

<b>Volume</b>	<b>per minute</b>
0-999,999 minutes	\$0.02
1,000,000 - 5,000,000 minutes	\$0.015
5,000,001-10,000,000 minutes	\$0.01

## Local Exchange Services Tariff

## 5.5 IP Control Service

IP Control is a DID voice line equivalent service used to connect the public switched telephone network and a Customer's IP-based telephony equipment for the transmission of voice, data, or video traffic using session initiation protocol (SIP). IP Control may be provisioned using Company or Customer provided access.

Trunk and port charges will be based on DS0-equivalent concurrent SIP sessions derived by taking the total incoming DID traffic divided by 7,000,000 minutes multiplied by 672. A minimum 24 DS0 equivalent SIP sessions is required and each additional concurrent SIP session will be billed individually.

When customer provided access is used (including but not limited to public internet access), trunk and End User Common Line (EUCL) charges will not apply. EUCL charges will be applied according to the Company's FCC Tariff No. 1 for all Company provided access.

## 5.5.1 IP Control Service Rates

## A) Non-Recurring Charges, per port

<b>Volume / Contract Term</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3+ Years</b>
Less than 500 ports <sup>1</sup>	\$20.00	\$18.00	\$15.00
500 - 1,000 ports	\$18.00	\$15.00	\$10.00
1,000 + ports	\$7.00	\$4.00	\$0.80

## B) Monthly Recurring DID Charges, per DID

<b>Volume / Contract Term</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3+ Years</b>
Less than 500 ports <sup>1</sup>	\$3.00	\$2.50	\$2.00
500 - 1,000 ports	\$1.50	\$1.10	\$0.70
1,000 + ports	\$0.40	\$0.20	\$0.05

Note 1: A minimum of 48 ports is required for an initial order.



## Local Exchange Services Tariff

## 5.5.1 IP Control Service Rates (cont'd)

## C) Monthly Recurring Trunk Charges, per Trunk

<b>Volume / Contract Term</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3+ Years</b>
Less than 500 ports <sup>1</sup>	\$12.50	\$11.00	\$10.00
500 - 1,000 ports	\$9.50	\$8.50	\$8.00
1,000 + ports	\$7.40	\$5.10	\$4.80

Note 1: A minimum of 48 ports is required for an initial order.

## Local Exchange Services Tariff

## 5.6 Directory Listings

A) Listing Service

For each Customer of Company-provided Local 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. For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise. At a Customer's option, the Company will arrange for additional listings at the following rates:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Each Additional Listing:	\$1.00	\$0.60

B) Non-Published Numbers

At the Customer's request, Company will not list Customer's telephone number and/or name in the relevant telephone directory(ies).

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Non-Published Number:	\$0.00	\$0.00

C) Number Intercept

Whenever a customer's telephone number is changed after a directory is published, the Company will make the Number Intercept service known to the Customer and shall intercept all calls to the former number and give the calling party the new number for a minimum of 30 days at no charge to the Customer, provided existing central office equipment will permit and the customer so requests.

## Local Exchange Services Tariff

**Section 6 - Local and Intra-LATA Calling Service**

## 6.1 Description

Local and IntraLATA Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the caller's local and IntraLATA calling areas, but within the caller's LATA.

## 6.2 Time Periods

Peak, Mid-Peak and Off-Peak rates apply as follows:

<b>Rates</b>	<b>From</b>	<b>To (but not including)</b>	<b>Days</b>
Peak	8:00 a.m.	5:00 p.m.	Monday - Friday
Off-Peak	5:00 p.m.	8:00 a.m.	Monday - Friday
	8:00 p.m.	8:00 a.m.	Saturday - Sunday
	8:00 a.m.	8:00 a.m.	Holidays <sup>1</sup>

Note 1: Holidays include New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

Local Exchange Services Tariff

6.3 Rates

The rates set forth in this section apply to all direct-dialed local and IntraLATA calls.

6.3.1 Rates for Local Calling

Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

Per Minute: \$0.02

## Local Exchange Services Tariff

**Section 7 - Message Toll Service**

## 7.1 Description

Message Toll Service ("MTS") enables a Customer of a Local Exchange Service provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the customer's Local Service Area.

MTS calls will be billed in 1 minute increments.

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

- A) Subscriber MTS enables Customers of Company-provided Local Exchange Services to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Service Area, but within the State of Missouri.
- B) Pre-subscriber MTS enables a Customer of a Local Exchange Service provided by another certified local exchange carrier, which has been pre-subscribed by the Customer to the Company's Pre-Subscribed MTS to originate calls to any station on the public switched telecommunications network within the State of Missouri. Calls to stations bearing an NPA-NXX designation associated with a point outside the Customer's LATA may be placed by dialing 1 + the 10-digit number. Calls to stations bearing an NPA-NXX designation associated with a point inside the Customer's LATA may be placed by dialing 10XXX or 101XXXX + 1 + the 10-digit telephone number.

## Local Exchange Services Tariff

## 7.2 Rates

The rates set forth below are for all direct dialed Message Toll Service (MTS) calls.

		Rate per 1st Minute	Rate per additional minute
A)	Subscriber	\$0.09	\$0.035
B)	Pre-Subscriber	\$0.10	\$0.40

Local Exchange Services Tariff

**Section 8 - Other Service Arrangements**

8.1 Description

This Section is currently reserved for future use

## Local Exchange Services Tariff

**Section 9 - Miscellaneous Services**

## 9.1 Restoration of Service

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration of service charge is applicable in addition to all other applicable charges, including non-recurring charges. The following rates apply per occasion:

	Non-Recurring
Per Occasion	\$50.00

## 9.2 Service Trip Charge

If an on-premise visit by the Company is required for trouble or service difficulties not resultant from the Company's provided equipment, a Service Trip Charge may be assessed to the Customer for the visit by the Company and reasonable hourly charges by the technician. The following rates apply per visit:

	Non-Recurring
Per Visit	\$100.00



## Local Exchange Services Tariff

**Section 10 - Special Arrangements****10.1 Special Construction**

Special construction may be requested by the Customer when one of the following conditions exist: (1) where facilities are not presently available, and there is no other requirement for the facilities so constructed; (2) the request is of a type or over a route other than that which the Company would normally utilize in the furnishing of its services; (3) in a quantity greater than that which the Company would normally construct; (4) on an expedited basis; (5) on a temporary basis until permanent facilities are available; and (6) in advance of Company's normal construction.

**10.1.1 Basis for Charges**

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

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

**10.1.2 Basis for Cost Computation**

The costs referred to in 10.1.1 preceding may include one or more of the following items to the extent they are applicable:

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

Local Exchange Services Tariff

10.1 Special Construction (cont'd)

10.1.2 Basis for Cost Computation (cont'd)

- C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E) license or permit preparation, processing and related fees;
- F) tariff preparation, processing and related fees;
- G) any other identifiable costs related to the facilities provided; or
- H) an amount for return and contingencies.
- I) environmental studies or assessments.

## Local Exchange Services Tariff

## 10.1 Special Construction (cont'd)

## 10.1.3 Termination Liability

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

A) The termination liability period is the estimated service life of the facilities provided.

B) The amount of the maximum termination liability is equal to the estimated amounts for:

1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

- a) equipment and materials provided or used,
- b) engineering, labor and supervision,
- c) transportation, and
- d) rights of way;

2) license or permit preparation, processing, and related fees;

3) tariff preparation, processing, and related fees;

4) cost of removal and restoration, where appropriate; and

5) any other identifiable costs related to the specially constructed or rearranged facilities.

C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 10.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 10.1.3(B) preceding shall be adjusted to reflect the re-determined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

## Local Exchange Services Tariff

## 10.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

## 10.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

The Company will provide tariff notification to the Commission no less than (7) days prior to the beginning of each promotion identifying the promotion, the exchange(s) within which the promotion will be offered, and the start and end dates of the promotion. The Company will offer all promotions in a non-discriminatory manner.

Local Exchange Services Tariff

**Section 11 - Reserved for Future Use**

11.1 Description

This Section is currently reserved for future use