

Schedule of Rates, Rules and Regulations
Governing the Provision of Resold and Facilities-Based
Basic Local Exchange Telecommunications Services
In Portions of the State of Missouri

OFFERED BY:

Everycall Communications, Inc.
d/b/a All American Home Phone
4315 Bluebonnet Blvd., Suite a
Baton Rouge, LA 70809

Everycall Communications operates as a Competitive Telecommunications Company in the State of Missouri

Issued: April 23, 2010
Issued by:

Kyle Coats, President
Everycall Communications, Inc.
d/b/a All American Home Phone
4315 Bluebonnet Blvd., Suite A
Baton Rouge, LA 70809

Effective: June 7, 2010

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WAIVERS OF RULES & REGULATIONS

| | |
|-----------------------|--|
| Section 392.210.2 | Establish uniform system of accounts used for annual reports. |
| Section 392.240.1 | Just & reasonable rates |
| Section 392.270 | Ascertain property values. |
| Section 392.280 | Establish depreciation accounts. |
| Section 392.290 | Issuance of securities. |
| Section 392.300 | Acquisition of stock. |
| Section 392.310 | Issuance of stock and debt. |
| Section 392.320 | Stock dividend payment. |
| Section 392.330 | Issuance of securities, debts & notes. |
| Section 392.340 | Reorganization(s). |
| 4 CSR 240-10.020 | Depreciation fund income. |
| 4 CSR 240-30.040 | Adopts FCC's Part 32 uniform system of accounts for Class A and Class B companies. |
| 4 CSR 240-3.550(5)(C) | Exchange boundary maps. |

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EXPLANATION OF SYMBOLS

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

- (C) To signify changed regulation.
- (D) To signify discontinued rate and regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the residential and business basic local exchange telecommunications services provided by Everycall Communications, Inc. d/b/a All American Home Phone to customers within the state of Missouri.

All services offered by the Company pursuant to this tariff will be offered on an either resold or facilities-based basis.

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TARIFF FORMAT

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

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

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

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

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SECTION 1.0 - DEFINITIONS

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

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

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

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

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

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

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

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

Call Back/Camp On – Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding – Allows calls to be routed to a user-defined line inside or outside the customer's telephone system.

Call Forwarding Busy – Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forward to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a present number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

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Call Forwarding Station – Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to active/deactivate the Call Forwarding-All calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Variable Limited – When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited – The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station liens within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages..

Call Hold- Allows the user to hold one call or any length of time provided that neither party goes on-hook.

Call Park – Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup – Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

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

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

Commission - Missouri Public Service Commission.

Company or Carrier – Everycall Communications, Inc., unless otherwise clearly indicated by the context.

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

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

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

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

Direct Inward Dial (or "DID") - A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

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

Do Not Disturb - Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

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

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

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

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

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

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

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

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

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

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

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

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

LEC - Local Exchange Company

Local Calling Scope – The metropolitan calling area (MCAS) mandatory calling scope of the incumbent local exchange company, but it does not include tiers designated as optional.

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

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

Mbps – Megabits, denotes millions of bits per second.

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

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

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

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

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

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

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

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

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

Speed Calling – Permits a station line user to dial selected numbers by using few digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station – Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

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

Three-Way Calling – Allows a station line user to add a third party to an existing conversation.

TBD – To Be Determined.

Trunk – A business communication line between two switching systems. (A switching system typically includes equipment in a central office and PBXs.)

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

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

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

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

2.1.2 Shortage of Equipment or Facilities

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.3 Terms and Conditions

- (A)** Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B)** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C)** Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon proper notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D)** Service may be terminated upon written notice to the Customer if:

 - (1)** the Customer is using the service in violation of this tariff; or
 - (2)** the Customer is using the service in violation of the law.
- (E)** This tariff shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.3 Terms and Conditions, (cont'd.)

- (F)** Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.
- (G)** To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H)** Rates for dedicated access, private lines, and centrex services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.4 Limitations on Liability

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.4 Limitations on Liability (Cont'd.)

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.4 Limitations on Liability (Cont'd.)

(D) (cont'd)

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.4 Limitations on Liability (Cont'd.)

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

2.1.5 Notification of Service-Affecting Activities

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.6 Provision of Equipment and Facilities

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.7 Non-Routine Installation

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

2.1.8 Special Construction

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

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

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

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale/and or shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Missouri Public Service Commission regulations, policies, orders and decisions..

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

- 2.2.5** The Company prohibits unauthorized use of its network by end user Customers to originate or terminate 800/888 Toll Free Number Traffic without the Company's express written authorization (including but not limited to all forms required for authorization by the SMS/800 Database. Customer understands and agrees that Customer is directly responsible for, and Company shall not be responsible for, an access charges that may be due to the originating or terminating local exchange carrier in connection with end user 800/888 Toll Free Traffic towards the Company's local telephone numbers, or in any way represents that the Company has authorized such use of its network, the Customer shall pay such charges directly. In addition, under any circumstance under which the Company is held responsible for such charges, Customer shall indemnify and reimburse the Company for all costs associated with such use, including any charges assessed by any other party as well as any costs of litigation or investigation, including reasonable attorney's fees.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General (cont'd.)

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

Company will require advance payments on their Prepaid Local Exchange Service.

2.5.2 Deposit

Company will not require deposits.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements

2.6.1 Payment for Services

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

The Customer is responsible for the payment of all applicable state and local taxes, Relay Missouri surcharge, 911 surcharges and other lawful surcharges, including gross receipts tax, sales tax, municipal utilities tax, and are not included in the Company's quoted service rates. The Customer is responsible for payment of any universal service, sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services. All charges and fees subject to the Missouri Public Service Commission jurisdiction, except taxes and franchise fees, will be submitted to the Missouri Public Service Commission for prior approval,

2.6.2 Billing and Collection of Charges

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

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

- (C) When service does not begin on the first day of the billing period, or end of the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- (F) Unless otherwise waived by the Missouri Public Service Commission, the applicable provisions of 4 CSR 240-33 shall apply to all deposits, billings and any service disconnections made by the Company.
- (G) If service is disconnected by the Company in accordance with Section 2.6.4 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.3 Billing and Collection of Residential Customers

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

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

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

Company charges 1.5 percent for delinquent past due accounts.

Company sets forth the following on residential bills:

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

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.4 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section. Customers will be provided ten (10) days written notice and by phone at least twenty-four (24) hours in advance prior to discontinuance unless otherwise indicated. Notice will be provided via First Class U.S. Mail. Service will not be discontinued until ten (10) days after such notice, and basic local telephone service will not be discontinued for failure pay charges other than basic local telephone service, nor will the Customer's basic local telephone service be discontinued for failure to pay charges not subject to the jurisdiction of the Missouri Public Service Commission. Additionally, the Company will make reasonable efforts to contact the Customer at least 24 hours in advance prior to discontinuance of telephone service. Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance, but service will not be discontinued on a day when the offices of the Company are not available to facilitate reconnection or on a date immediately proceeding such day.

Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges 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.

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.6 Payment Arrangements (Cont'd.)

2.6.4 Discontinuance of Service for Cause (Cont'd.)

- (D)** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E)** Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.4 Discontinuance of Service for Cause (Cont'd)

- (F)** Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G)** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H)** Without notice in the event of tampering with the equipment or services furnished by the Company.

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SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.5 Notice to Company for Cancellation of Service

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

2.6.6 Cancellation of Application for Service

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.7 Changes in Services Requested

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

2.6.8 Bad Check Charge

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

2.7 Allowances for Interruptions in Service

2.7.1 General

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

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruptions in Service, (Continued)

2.7.1 General (Continued)

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

2.7.2 Limitations of Allowances

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

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

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SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruptions in Service, (Continued)

2.7.2 Limitations of Allowances (Cont'd)

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

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SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.3 Application of Credits for Interruptions in Service

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

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

(C) Interruptions Over 24 Hours and Less Than 72 Hours

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

(D) Interruptions Over 72 Hours

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

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.4 Limitations on Allowances

No credit allowance will be made for:

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

2.7.5 Cancellation For Service Interruption

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

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SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.8 Cancellation of Service/Termination Liability

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

2.8.1 Termination Liability (Applicable only to Business Customers)

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

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

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SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.9 Reserved for Future Use

2.10 Use of Customer's Service by Others

2.10.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.11 Transfers and Assignments

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

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SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.12 Notices and Communications

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

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

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

2.13 Residential Customers Bill of Rights

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

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

2.13.1 Payment Arrangements

Payment must be sent to Company. Payment for service may be made by credit card or check, or may be paid in cash. If Customer is temporarily having difficulty paying their telephone bill, please call Company immediately. By doing this, Customer may avoid having their phone service suspended or disconnected.

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.13 Residential Customers Bill of Rights (Cont'd)

2.13.2 Disconnection or Suspension of Telephone Service

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

-Non-payment of an un-disputed delinquent account. Customer's service will not be discontinued for nonpayment of a delinquent charge until five days after a charge has become delinquent. Additionally, Company will make reasonable efforts to contact Customer in writing 10 days and by phone at least 24 hours in advance prior to disconnecting Customer's telephone service;

-Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;

-Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment;

-Misrepresentation of the identity in obtaining telephone utility service;

-Incurs charges and evidences an intent not to pay such charges when due.

2.13.3 Reconnection of Service

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

a) Payment for all undisputed amounts must be received by Company.

b) Installation charges must be paid again if your service has been disconnected. Installation charges will not be charged if your service has been suspended.

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.13 Residential Customers Bill of Rights (Cont'd)

2.13.5 Filing a Complaint with the Missouri Public Service Commission

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

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

Missouri Public Service Commission
200 Madison Street
P.O. Box 360
Jefferson City, Mo 65101

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

Missouri Office of Public Counsel
200 Madison Street, Suite 600
Jefferson City, Missouri 65101

2.14 Prepaid Local Exchange Service Customers Bill of Rights

2.14.1 Rights and Responsibilities of Missouri Residential Telephone Customer

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

2.14.2 Customer's Telephone Bill

Customer will receive a telephone bill each month. Everycall provides basic local telephone service only, including access to 911 service, where available in customer's area. Everycall does not provide access to long distance except where specifically indicated, directory assistance, or operator service. Everycall does not require a deposit or advance payment for service. The monthly payment in full is due within 21 days of the date of the bill. If Everycall does not receive your payment in full within 21 days, service is subject to suspension or disconnection. When paying my mail, customer should allow enough time for payment to reach Company by due date.

A one-time installation fee and the first month's service charge plus associated taxes are

required to initiate service. The installation fee is 100% refundable upon request for
SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.14 Prepaid Local Exchange Service Customers Bill of Rights

2.14.2 Customer's Telephone Bill

Statement of termination of service within 10 business days following the date on which the
Customer. In the event Rights and Responsibilities is either hand delivered or mailed to the
the 10 business days the Statement of Rights and Responsibilities is mailed to the Customer,
charge plus shall start on the date of the postmark. The recurring monthly service
shall be prorated for the associated taxes, is also refundable within 10 business days and
with the unused portion being actual number of days which service has been provided
refunded to Customer.

2.14.3 Payment Arrangements

Payment must be sent to Company. Payment for service may be made by credit card or
check, or may be paid in cash. If Customer is temporarily having difficulty paying their
telephone bill, please call Company immediately. By doing this, Customer may avoid
having their phone service suspended or disconnected.

2.14.4 Disconnection or Suspension of Telephone Service

Service is subject to discontinuance for any of the reasons listed below. If service is
suspended, the telephone number is reserved for 5 days and customer will not be
charged installation charges. If, after a period of suspension, service is disconnect, a
new telephone number will be assigned and customer will be required to pay installation
charges.

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

Prior to discontinuance, Everycall will send written notice by first-class mail at least ten

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(10) days prior to the discontinuance of service. Service will not be discontinued until ten

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.14 Prepaid Local Exchange Service Customers Bill of Rights

2.14.4 Disconnection or Suspension of Telephone Service (contd)

(10) days after such notice, and basic local telephone service may not be discontinued for failure to pay charges other than basic local telephone service, nor may basic local exchange service be discontinued for failure to pay charges not subject to the jurisdiction of the Missouri Public Service Commission. Additionally, Everycall will make reasonable efforts to contact customer at least 24 hours in advance prior to disconnection. Service may be disconnected during normal business hours on or after the date specified in the notice of discontinuance, but service may not be discontinued on a day when Everycall's offices are closed or on a day immediately proceeding such day.

2.14.5 Residential Medical Emergency

Everycall will postpone a discontinuance 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 a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide Everycall with reasonable evidence of such necessity.

2.14.6 Reconnection of Service

After local telephone service has been discontinued, Everycall will restore service when the reason for discontinuance has been remedied. The following will be required prior to restoral of service.

- 1) Payment for all undisputed amounts must be received by Everycall or its authorized Agent.
- 2) Installation charges must be paid again if service has been disconnected.
Installation charges will not be charged if service has been suspended.

2.14.7 Rates for Prepaid Local Exchange Service

See Section 5.5.3.

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.14 Prepaid Local Exchange Service Customers Bill of Rights

2.14.8 Customer Inquiries and Complaints

Telephone inquiries may be directed to Everycall Communications, Inc. at 1-888-336-4588. Written inquiries may be directed to:

Everycall Communications, Inc.
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4315 Bluebonnet Blvd., Suite A
Baton Rouge, LA 70809

2.14.9 Filing a Complaint with the Missouri Public Service Commission

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

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

Missouri Public Service Commission
200 Madison Street
P.O. Box 360
Jefferson City, Mo 65101

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SECTION 3.0 – SERVICE AREAS

3.1 Exchange Service Areas

Basic local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent Local Exchange Carriers:

- Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri
- Embarq Missouri, Inc. (f/k/a Sprint)
- CenturyTel of Missouri, LLC
- Spectra Communications Group, LLC d/b/a CenturyTel

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SECTION 4.0 – SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

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

| | <u>Residence</u> | <u>Business</u> |
|------------------------|------------------|-----------------|
| Line Connection Charge | | |
| First Line | \$60.00 | \$60.00 |
| Each Additional Line | \$60.00 | \$60.00 |
| Line Change Charge | | |
| First Line | \$25.00 | \$25.00 |
| Each Additional Line | \$25.00 | \$25.00 |

4.2 Premises Visit Charge

Premises Visit Charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

4.3 Restoration of Service

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

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

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SECTION 5.0 – LOCAL EXCHANGE SERVICE

5.1 General

5.1.1 Services Offered

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

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

5.1.2 Application of Rates and Charges

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

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SECTION 5.0 – LOCAL EXCHANGE SERVICE, (CONT'D)

5.1 General (Continued)

5.1.3 Emergency Telephone Service Responsibilities

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

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

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

Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310. Company will observe and adhere to the Commission's emergency telephone service rules in 4 CSR 240-34.

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SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONTINUED)

5.2 Call Timing for Usage Sensitive Services

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

- 5.2.1** Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit. A unit is equivalent to a minute.
- 5.2.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5** All times refer to local time.

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SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONTINUED)

5.3 Distance Calculations

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

5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

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

- Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- Step 2: Computer the difference between the "V" coordinate of the two rate centers; and the difference between the two "H" coordinates.
- Step 3: Square each difference obtained in step (b) above.
- Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.
- Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

5.3.3 The formula for distance calculations is:

$$(V_1 - V_2)^2 + (H_1 - H_2)^2 \qquad 10$$

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SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONTINUED)

5.4 Rate Periods for Time of Day Sensitive Services

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

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

*Up to but not including.

5.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

5.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

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

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SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.5 Basic Local Exchange Service

5.5.1 General

a
the Customer

Basic Local Exchange Service provides a Customer with a telephonic connection to, and unique telephone number on, the Company's switching network that enables to:

this

service

free

information

switch.
telephonic communications
a time.

A. Receive calls from other stations on the public switched telephone network;

B. Access the Company Local Calling Services and other Services as set forth in tariff;

C. Access interexchange calling services of the Company and of other carriers;

D. Access (at no additional charge) Company operators and business office for related assistance;

E. Access toll-free telecommunications services such as 800 NPA; and access toll-emergency services by dialing 0 or 9-1-1 (where available).

F. Access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company

Each Basic Local Exchange Service corresponds to one or more channels that can be used to place or receive one call at

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SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.5.2 Flat Rate Local Exchange Service

Flat Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local Exchange Service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Flat Rate Local Exchange Service includes unlimited local exchange calling per month.

| | Business | Residential |
|-------------------------|-----------------|--------------------|
| Monthly Rate, per line: | \$60.00 | \$40.00 |

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SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.5.3 Prepaid Local Exchange Service

- customer
- A. Everycall provides prepaid local exchange service by asking the customer to pay the first month's basic local service in advance of the provisioning of dial tone. No deposits will be required for this service.
- B. Before a new customer can receive dial-tone, they must first pay for the first month's service and the initial connection charge.
- C. An application for services, whether made orally or in writing, establishes the contract between the customer and the Company on the terms and conditions set forth in this tariff.
- D. At the expiration of the initial month, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Customers may request disconnection verbally or in writing. The company will provide written notice in compliance with the customer disconnection provisions located in this tariff.
- E. Service is provided on monthly basis. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein. The prorating of bills for partial monthly service will be calculated on this basis.
1. Basic Plan - Prepaid Charge Per Line - \$28.95**
- Includes: Unlimited local calling
Access Line
Access to 911
Access to Toll Free Calling
100 Minutes of Domestic Long Distance Service
2. MVP Plan - Prepaid Charge Per Line - \$36.95**
- Includes: Unlimited local calling
Access Line
Access to 911
Access to Toll Free Calling
Caller I.D.
Call Waiting
100 Minutes of Domestic Long Distance Service

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** Plus taxes and fees

SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.5.3 Prepaid Local Exchange Service (cont'd)

- | | | |
|----|--|---------------------|
| 3. | Deluxe Plan - Charge Per Line - | \$49.95** |
| | Includes: Unlimited local calling Access Line Access to 911 Access to Toll Free Calling Caller ID Call Waiting Call Forwarding Three-Way Calling Call Block Call Return Speed Dialing Anonymous call rejection Privacy Director Access to 911 Access to Toll Free Calling **plus all applicable taxes and fees. | |
| 4. | Service Charges and Fees: | |
| | (a) Changing features, after initial installation | \$10.00 each change |
| | (b) Reconnection Charge (Due to suspension for late payment) | \$25.00 each |
| | (c) One-time installation charge for above plans | \$25.00 |
| | (d) Returned check charge, including credit card Or debit card reversal | \$20.00 |
| | (e) Plan change charge (changing from one plan To another) | \$20.00 |

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SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.5.3 Prepaid Local Exchange Service (cont'd)

5. Additional Features Available

- | | | |
|-----|---|-------------------|
| (a) | <u>Unlisted Number</u> (Installation is free with original order, Change fee of \$6.00 applies if order changed after initial installation) | \$6.00 per month |
| (b) | <u>Long Distance Upgrade</u> (Upgrade to 2,000 minutes Domestic Long Distance) (Installation free with initial order, Change fee of \$6.00 applies if order changed after initial installation- cost for long distance in excess of 2,000 minutes is \$0.07/minute) | \$24.00 per month |
| (c) | <u>Voice Mail</u> (Installation free with initial order, change Fee of \$6.00 applies if order changed after initial installation.) | \$6.00 per month |
| (d) | <u>Long Distance Upgrade</u> (Upgrade to 500 minutes Domestic Long Distance) (Installation free with initial order, Change fee of \$6.00 applies if order changed after initial installation -cost for long distance in excess of 500 minutes is \$0.07/minute) | \$16.00 per month |

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SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.6 Optional Calling Features

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

5.6.1 Features Descriptions

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

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

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

(B) Flexible Call Forwarding with Audio Calling Name: Provides all of the functionality of Enhanced Call Forwarding. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.

(C) Flexible Call Forwarding Plus: Provides all of the functionality of Enhanced Call Forwarding. Also includes an additional telephone number with directory listing and distinctive ringing for calls placed to the additional number. Enhanced Call Forwarding Plus allows parties to reach the end-user's location when FCF is active and all calls to the end-users main telephone number would normally forward. Calls to the additional number do not forward even when Enhanced Call Forwarding is active.

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SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.6 Optional Calling Features, (continued)

5.6.1 Feature Descriptions, (continued)

- (D) Flexible Call Forwarding Plus with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding Plus including the additional telephone number with listing and distinctive ringing. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- (E) Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (F) Call Forwarding Variable, Remote Access:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.
- (G) Call Forwarding Don't Answer, Basic:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (H) Call Forwarding Don't Answer w/Ring Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.6 Optional Calling Features, (continued)

5.6.1 Feature Descriptions, (continued)

- (I) Call Forwarding Don't Answer w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (J) Call Forwarding Busy Line, Basic:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- (K) Call Forwarding Busy Line w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (L) Call Waiting – Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.6 Optional Calling Features, (continued)

5.6.1 Feature Descriptions, (continued)

(M) Call Waiting -- Deluxe: Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;
Answer the waiting call and disconnecting from the first party;
Direct the waiting caller to hold via a recording
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding don't Answer feature active in order to forward a waiting call to another location.

(N) Call Waiting – Deluxe with Conferencing: Provides all of the functionality of Call Waiting Deluxe. Also permits the end-user to conference a waiting call with an existing call (first party) and, if desired, subsequently drop either leg of the conferenced call.

(O) Caller ID – Basic: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.6 Optional Calling Features, (continued)

5.6.1 Feature Descriptions, (continued)

- (P) Caller ID – Deluxe:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- (Q) Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.
- (R) Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- (S) Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.6 Optional Calling Features, (continued)

5.6.1 Feature Descriptions, (continued)

- (T) Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- (U) Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- (V) Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- (W) Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.6 Optional Calling Features, (continued)

5.6.1 Feature Descriptions, (continued)

(X) Multiple Directory Number Distinctive Ringing: This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing – First Number and Distinctive Ringing – Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

(Y) Preferred Call Forwarding: Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to-number and can add or remove calling numbers from the feature's screening list.

(Z) Repeat Dialing: Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

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

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

SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.6 Optional Calling Features, (continued)

5.6.1 Feature Descriptions, (continued)

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

(AC) Number Change Intercept Message: At the customer's request the Company will,
for 30 days, provide the customer with an intercept recording referring callers to another number. This service is available to customers at no charge for the first 30 days.

(AD) Caller ID Blocking: When Caller ID is activated on a customer's line, the CPN of incoming calls are displayed on the called CPE (Consumer Premise Equipment) during the first long silent interval of the ringing cycle.

Per line blocking for the blocking of CPN will be available upon request, at no charge, only to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to the Company: a private, nonprofit, tax exempt, domestic violence intervention agencies and federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call.

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

SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.6 Optional Calling Features, (continued)

5.6.1 Feature Descriptions, (continued)

A customer may prevent the delivery of the calling name and or number to the called party by dialing an access code (*67 on their Touch Tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CCPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the called Caller ID customer that the calling party has elected to block the delivery of their name and telephone number.

(AD) Caller ID Blocking (continued)

The blocking of CPN will not be provided on calls originating from Customer-Owned Pay Telephone Service. If the called Caller ID customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

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 features specified herein will be the responsibility of the customer. The 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. Caller ID is not available on operator handled calls.

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

-The originating telephone number

SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.6 Optional Calling Features, (continued)

5.6.1 Feature Descriptions, (continued)

- The date and time of the call
- The date and time call trace was activated

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

5.6.2 Rates for Features

A Features Offered on a Usage Sensitive Basis

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

| Optional Calling Features | Residence | Business |
|--|-----------|----------|
| Three-Way Calling, per call | \$0.75 | \$0.75 |
| Call Return, per call | \$0.75 | \$0.75 |
| Auto Redial, per call | \$0.75 | \$0.75 |
| Calling Trace, per successful activation | \$6.00 | \$6.00 |

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

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SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.6 Optional Calling Features, (continued)

5.6.3 Rates for Features, (continued)

B. Features Offered on a Monthly Basis

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

| Optional Calling Feature | Residence | Business |
|--|------------------|-----------------|
| Speed Calling – 8 Number | \$3.00 | \$4.00 |
| Speed Calling – 30 Number | \$6.55 | \$8.00 |
| Call Forwarding Variable – Standard | \$3.00 | \$6.00 |
| Call Forwarding Variable - Selective | \$3.00 | \$4.00 |
| Call Forwarding – Busy Line | \$0.75 | \$3.00 |
| Call Forwarding – Don't Answer | \$0.75 | \$3.00 |
| Call Forwarding – Busy Line / Don't Answer | \$1.00 | \$4.00 |
| Call Forwarding – Remote Access | \$1.00 | \$2.75 |
| Simultaneous Call Forwarding | \$4.35 | \$4.35 |
| Three Way Calling | \$3.00 | \$4.00 |
| Priority Call | \$3.00 | \$4.00 |
| Auto Redial | \$3.00 | \$4.00 |
| Call Return | \$3.50 | \$4.00 |
| Call Blocker | \$3.00 | \$4.00 |
| Personalized Ring – One Additional Number | \$4.00 | \$6.00 |
| Personalized Ring – Two Additional Numbers | \$4.00 | \$6.00 |
| Call Waiting with the Works | \$1.50 | \$5.00 |
| Call Waiting with the Basics | \$1.80 | \$5.00 |
| Call Waiting Options with the Works | \$1.50 | \$5.00 |
| Call Waiting Options with the Basics | \$1.80 | \$5.00 |
| Anonymous Call Rejection | \$1.75 | \$2.00 |
| Caller ID – Number | \$6.50 | \$8.50 |
| Caller ID – Name | \$6.50 | \$8.50 |

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SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.7 Directory Assistance

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

Per Call Charge: \$1.25

5.8 Directory Listing Service

5.8.1 General

The following rates and regulations apply to standard listings in light face type in the pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available will all classes of main telephone exchange service.

5.8.1 Listings

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

B. Additional Listings

Additional Listings may be the listings of individual names of those entitled to use the Customer's service or, for business, Departments, Divisions, Tradenames, etc.

In connection with business and residence service, regular additional listings are

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available only in the names of Authorized Users of the Customer's service.

SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONTINUED)

5.8 Directory Listing Service

5.8.1 Listings (contd)

C. Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Nonpublished information may be released to emergency service providers, or Customers who subscribe to Company offerings which require the information to provide service and/or bill their clients, or, to telephone Customers who are billed for calls palced to or from non published numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to Customers on a call-by-call basis.

D. Nonlisted Service

Nonlisted servicer means the Customer's telephone number is not listed in the directory, but does appear in the Company's Directory Assistance Records.

5.8.2 Monthly Rates

| | Monthly Rate | |
|----------------------|---------------------|--------------------|
| | Business | Residential |
| Additional Listings | \$1.50 | \$1.00 |
| Nonlisted Service | \$2.00 | \$2.00 |
| Nonpublished Service | \$4.50 | \$4.50 |

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SECTION 6.0 – PROMOTIONAL OFFERINGS / CONTRACT & ICB

6.1 Special Promotions

Company may, upon Commission approval, offer customer specific rate incentives during specified promotional periods. Company will provide tariff notification to the Commission no less than 7 days prior to the commencement of each promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period. Company will offer all promotions in a non-discriminatory manner.

6.2 Contract Rates / Individual Case Basis (ICB) Arrangements

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

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