

TELECOMMUNICATIONS TARIFF

OF

**essential.com, inc.**

3 Burlington Woods Drive, 4<sup>th</sup> floor  
Burlington Massachusetts 01803

RESOLD INTEREXCHANGE AND NON-SWITCHED LOCAL EXCHANGE  
TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of resold interexchange and non-switched local exchange telecommunications services provided by essential.com, inc. ("Essential.com") to residential and business customers within the state of Missouri. This Tariff is on file with the Missouri Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 3 Burlington Woods Drive, 4<sup>th</sup> floor, Burlington Massachusetts 01803.

**essential.com, inc.** and the services offered hereunder have been classified as "competitive" by the Missouri Public Service Commission.

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Issued: April 6, 2000  
Issued By:

Basil Pallone  
Treasurer, Director of Finance & Controller  
3 Burlington Woods Drive, 4<sup>th</sup> floor  
Burlington Massachusetts 01803  
781.229.9599

Effective Date: May 22, 2000

**WAIVER OF RULES AND REGULATIONS**

The following Rules and Regulations have been waived by the Missouri Public Service Commission for the offering of network services as set forth herein:

Commission Rules

4 CSR 240-10.020	Depreciation fund income.
4 CSR 240-30.010(2)(C)	Posting of exchange rates at central operating offices.
4 CSR 240-30.040	Uniform System of Accounts.
4 CSR 240-32.030(1)(B)&(C)	Exchange area maps and record or access lines.
4 CSR 240-32.030(2)	In-state record keeping.
4 CSR 240-32.050(3)-(6)	Information concerning local service tariffs, maps, directories and telephone numbers.
4 CSR 240-32.070(4)	Public coin telephones.
4 CSR 240-33.030	Information regarding lowest price available.
4 CSR 240-33.040(5)	Financing fees.

Statutes

Section 392.240(1)	Rates -- Reasonable average return on investment.
Section 392.270	Property valuation.
Section 392.280	Depreciation rates.
Section 392.290	Issuance of securities.
Section 392.310	Issuance of stocks and bonds.
Section 392.320	Stock dividends.
Section 392.330	Issuance of securities; debts and notes.
Section 392.340	Reorganization(s).

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code 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).
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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**APPLICATION OF TARIFF**

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by essential.com, inc. between various locations within the state of Missouri.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission:

Missouri Public Service Commission

Company:

essential.com, inc.

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Customer:**

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

**Debit Card**

A valid bank or financial organization card, representing an account from which the costs of products and services purchased by the card holder may be charged.

**Dedicated Access:**

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

**Disconnect or Disconnection:**

The termination of a circuit connection between the originating station and the called station or the Company's operator.

**Subscriber:**

See "Customer" definition.

**Travel Card:**

See "Calling Card" definition.

**"800" Number:**

An interexchange service offered pursuant to this tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 877-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the state of Missouri.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

### 2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.2. LIMITATIONS OF SERVICE, Continued**

- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.3. USE, Continued**

2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service. Any references to notice or application by writing shall include electronic communications.

2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

**2.4. LIABILITIES OF THE COMPANY**

2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3 Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.
- 2.4.4. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
  - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
  - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Missouri law. The Company shall not be responsible for claims made outside the 30 day period. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. INDEMNITY**

Subject to the limitations of liability set forth in Section 2.4 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

**2.6. FULL FORCE AND EFFECT**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.7. INTERRUPTION OF SERVICE**

- 2.7.1. Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. For purposes of credit computation, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.7. INTERRUPTION OF SERVICE, Continued**

2.7.3. The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly recurring charge for each hour or major fraction thereof that the interruption continues.

Credit formula:  $Credit = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by any underlying carrier. The Company's liability for such damages occurring in the course of furnishing the Company's services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its services occur.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.8. RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

**2.9. MINIMUM SERVICE PERIOD**

The minimum service period is one month (30 days).

**2.10. BILLING AND PAYMENT FOR SERVICE**

**2.10.1 Responsibility for Charge**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or its Authorized Users for transmission of calls via the Company's network. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- 1) any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- 2) any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- 3) any calls placed by or through the Customer's equipment via any remote access feature(s);
- 4) any calls placed via the Company's Travel Card Service as a result of the Customer's intentional or negligent disclosure of Authorization Codes to Account Codes assigned to the Customer; and
- 5) any and all calls placed to a toll-free number (e.g., "800" or "888") provided to the Customer by the Company.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.10 BILLING AND PAYMENT FOR SERVICE, continued**

**2.10.2 Payment for Service**

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. It is contemplated that payment be done electronically, with payment made by means of the Customer's credit card, debit card or other similar mechanism approved by the Company. In the sole discretion of the Company, payments may be made by check.

Non-recurring charges for installations, service connections, moves or rearrangements are due and payable within thirty (30) days after the closing date printed on the invoice or bill issued to the Customer by the Company. Billing thereafter will include recurring charges and actual usage as defined below:

- 1) 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, facility, arrangement or component is discontinued.
- 2) 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 issuance of the bill.
- 3) When service does not begin on the first day of the month, or end on the last day of the month, the recurring 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.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.10 BILLING AND PAYMENT FOR SERVICE (continued)**

- 4) When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period.

**2.10.3 Disputed Charges**

Any objections to billed charges must be reported to the Company or its billing agent within thirty (30) days of the closing date shown on the bill issued to the Customer. Customers should first seek to resolve billing disputes through the Company's website, [www.essential.com](http://www.essential.com), or by email to the address indicated on the Customer's most recent invoice. Additionally, inquiries may be addressed to the Company's customer service organization by mail at Three Burlington Woods Drive, 4<sup>th</sup> Floor, Burlington, MA 01803-4543, or by telephone at (888) 746-4983. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Customers may contact the Missouri Public Service Commission with 1) any unresolved dispute or 2) disputed charges for which the Company refuses an adjustment if disputed charges were reported to the Company after thirty (30) days from the closing date on the Customer's bill. The Commission's address is:

Missouri Public Service Commission  
The Truman State Office Building, Fifth Floor  
301 W. High Street  
P. O. Box 360  
Jefferson City, Missouri 65102  
(800) 392-4211

**2.10.4 Taxes**

The Company reserves the right to bill any and all applicable taxes in addition to any recurring, non-recurring, per call charges, usage charges or charges for special arrangements and construction, including, but not limited to any Federal Excise Tax, State Sales Tax, Municipal Taxes and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes will be itemized separately on Customer bills.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.10 BILLING AND PAYMENT FOR SERVICE (continued)**

2.10.5 Late Payment Fees

To cover the cost of handling a delinquent account, a late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Missouri law.

2.10.6 Return Check Charge

A return check charge of \$10.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Missouri law.

2.10.7 Minimum Service Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or any mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.10.8 Non-Routine Installation Charges

After 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.

2.10.9 Charges for Cancellation of Application for Service

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.10 BILLING AND PAYMENT FOR SERVICE (continued)**

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of installation for service or prior to any special construction, no charges will be imposed.
- (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, unless otherwise specified in this tariff, 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.

**2.11 DEPOSITS**

The Company does not normally require deposits. However the Company reserves the right to collect an amount not to exceed one month estimated charges as a deposit from residential Customers, and 1 1/2 months estimated charges as a deposit from non-residential Customers, whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with 4 CSR 240-33.050. For residential customers, interest paid on deposits shall be 9% per annum.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.12 ADVANCE PAYMENTS**

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, in accordance with 4 CSR 240-33.050, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges.

**2.13 CANCELLATION OR TERMINATION OF SERVICE****2.13.1 Cancellation by Customer**

Customers of presubscribed long distance services may cancel service by providing the Company with written or verbal notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.

**2.13.2 Cancellation by Company**

- A) Service may be discontinued upon five-(5) days written notice for any of the following reasons:
- 1) Nonpayment of an undisputed delinquent charge;
  - 2) Failure to post a required deposit or advance payment;
  - 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 substantially comply with terms of a settlement agreement;
  - 5) Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.13 CANCELLATION OR TERMINATION OF SERVICE, (continued)**

- 6) Material misrepresentation of identity in obtaining telephone utility service; and
  - 7) As provided by state or federal law.
- B. Service may be discontinued during normal business hours on or after the date Specified in the notice of discontinuance. Service will not be discontinued on a day when the offices of a telephone utility are not available to facilitate reconnection of service or on a day immediately preceding such day.
- C. At least twenty four (24) hours preceding a discontinuance, Company will make Reasonable effort to contact Customer to advise them of the proposed discontinuance of service and what steps must be taken to avoid it.

**2.14 INTERCONNECTION**

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.15 CUSTOMER PROVIDED EQUIPMENT**

2.15.1 The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.16 ASSIGNMENT**

2.16.1 The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

**2.17 TAX AND FEE ADJUSTMENTS**

2.17.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. All non-tax surcharges or fees shall be subject to prior Commission approval.

2.17.2 If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, other similar tax upon the Carrier, and imposes the same by ordinance or otherwise, such taxes shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax.

2.17.3 If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax or other similar tax upon the Carrier, and imposes the same by ordinance or otherwise, such taxes shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax.

2.17.4 When utility or telecommunications occupational, excise, or other similar taxes, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of tax that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service

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**2.17 TAX AND FEE ADJUSTMENTS, continued**

location in such a taxing jurisdiction with the aggregate of such tax equal to the amount of the tax imposed upon or passed on to the Company. For example, should a taxing jurisdiction impose a 5% tax upon the Company for Missouri intrastate telecommunications services, the Company will impose a 5% tax upon the Customer for intrastate telecommunications services.

2.17.5 When any municipality, or other political subdivision, local agency or government, or department of public utilities imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission, provided that all such non-tax surcharges are first approved by and set forth on the customer's bill as required by the Commission.

2.17.6 Subject to prior Commission approval, the Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover any amount it is required by governmental or quasi-government authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.

2.17.7 All assessments other than taxes will be filed with the Commission for approval.

**2.18. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

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### SECTION 3 - DESCRIPTION OF SERVICE

#### 3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. For all services "1 Plus" and 800 service and calling cards, the minimum call duration for billing purposes is sixty (60) seconds with sixty (60) second billing increments thereafter. For all calling cards, the minimum call duration for billing purposes is sixty (60) seconds with sixty (60) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

#### 3.2. Essential.com TELECOMMUNICATIONS SERVICES

- 3.2.1. The rate for Company's service is based on the following factors:
  - A. The duration of the call; and
  - B. The type of service subscribed to.

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**SECTION 3 - DESCRIPTION OF SERVICE, continued****3.2. Essential.com, inc TELECOMMUNICATIONS SERVICES, Continued**

3.2.2. **One Plus Service** is a switched or dedicated access service, offering users outbound "1 plus" long distance telecommunications services from points originating and terminating in the state of Missouri.

3.2.3. **800 Service** is a switched or dedicated access service, offering users inbound, toll free "800" number, long distance telecommunications services from points originating and terminating in the state of Missouri. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned "800" number. The Customer pays for the call.

3.2.4. **Travel Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the United States by dialing a toll free "800" number and entering a personal identification code, followed by the desired telephone number. Travel card calls are billed at the Applicant's tariffed rates and appear on the Customer's monthly long-distance bill.

**3.3. PROMOTIONS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

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**SECTION 4 - RATES**

**4.1. SERVICE CHARGES**

Monthly service charges per account are based on the following schedules:

**4.1.1. Switched Access Service (1 "Plus" and "800")**

Initial 60 Seconds	Additional 60 Seconds
\$0.159	\$0.159

**4.1.2. Travel Card Service**

Initial 60 Seconds	Additional 60 Seconds
\$0.1990	\$0.1990

Surcharge for calls initiated from a pay telephone \$0.30

**4.1.3. Individual Case Basis (ICB) Arrangements**

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions. Rates for services offered on an ICB will be structured to recover the Company's cost of providing the services. Terms of specific ICB contracts will be made available to the Commission staff upon request on a proprietary basis. ICB provisioning is only available for non-switched, private line local exchange services.

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