

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of Bandwidth.com	)	
CLEC, LLC's Filing to Introduce	)	Case No. _____
Its Access Service Tariff.	)	

**AT&T COMPANIES' MOTION TO SUSPEND  
AND INVESTIGATE TARIFF**

AT&T Communications and AT&T Missouri (collectively, the "AT&T Companies"),<sup>1</sup> pursuant to 4 CSR 240-2.065(3) and 4 CSR 240.2-075(2), respectfully request the Missouri Public Service Commission ("Commission") to suspend and investigate a tariff filed by Bandwidth.com CLEC, LLC ("Bandwidth.com") to introduce its Access Service Tariff.

The proposed tariff is vague and ambiguous in that it inadequately describes the service and how the rates will be applied. For example, as written, the proposed tariff may call for charges to be imposed for access service components not actually provided. The tariff also does not require compliance with industry standard MECAB guidelines to ensure that all carriers handling this traffic have the necessary records to bill for the services provided to complete these calls.

1. Background on Movants. AT&T Communications is a Delaware corporation, duly authorized to conduct business in Missouri with its principal Missouri office located at 2121 East 63rd Street, Kansas City, Missouri 64130. AT&T Communications is an "interexchange telecommunications company," an "alternative local exchange telecommunications company," and a "public utility," and is duly authorized to provide "telecommunications service" within the State of Missouri as each of those phrases is defined in Section 386.020 RSMo (2006 C. Supp.).

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<sup>1</sup> AT&T Communications of the Southwest, Inc. will be referred to in this pleading as "AT&T Communications;" and Southwestern Bell Telephone Company, d/b/a AT&T Missouri, will be referred to in this pleading as "AT&T Missouri."

2. AT&T Missouri is a Missouri corporation duly authorized to conduct business in Missouri with its principal Missouri office located at One AT&T Center, 35th Floor, St. Louis, Missouri 63101. AT&T Missouri is a “local exchange telecommunications company” and a “public utility,” and is duly authorized to provide “telecommunications service” within the State of Missouri as each of those phrases is defined in Section 386.020 RSMo (2006 C. Supp.).

3. All correspondence, pleadings, orders, decisions and communications regarding this proceeding should be sent to:

Leo J. Bub  
Robert J. Gryzmala  
Attorneys for AT&T Communications of the Southwest, Inc.; and  
Southwestern Bell Telephone Company, d/b/a AT&T Missouri  
One AT&T Center, Room 3518  
St. Louis, Missouri 63101

4. Bandwidth.com’s Tariff Filing. On October 7, 2009, Bandwidth.com filed tariff sheets to introduce its Access Service Tariff, Missouri P.S.C. Tariff No. 1.<sup>2</sup> The proposed tariff bears a November 22, 2009 effective date.

5. As the Commission well knows, the present intercompany compensation system is broken and has long been in need of reform. The FCC has been investigating intercompany compensation issues for years but has yet to make any meaningful changes. While a states’ ability to reform intercompany compensation is limited by its jurisdictional nature<sup>3</sup>, states do maintain an important role to do what they can to ensure matters do not get worse while work continues on broad reform. Bandwidth.com’s proposed filing may make matters worse and, as such, should be investigated. See October 21, 2009 letter, appended as Attachment 2, from US Telecom to the FCC’s Chief of the Wireline Competition Bureau (letter notes Bandwidth

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<sup>2</sup> A copy of Bandwidth.com’s proposed tariff filing is appended as Attachment 1.

<sup>3</sup> States can, however, address compensation issues within their jurisdiction. For example, states can address intrastate switched access reform to reduce and eliminate the implicit subsidies that are no longer sustainable in intrastate switched access charges.

contracts with Google to provide Google Voice and raises questions about the payment of access charges).

6. In most cases, interexchange carriers (“IXCs”) are unable to avoid the access charges imposed by other companies under tariffs like the one filed by Bandwidth.com for its proposed offering. IXCs, like AT&T Communications, wishing to originate calls from and terminate calls to end users served by an access service provider (like Bandwidth.com) have no choice but to use that access provider’s service to reach those end users. Similarly, IXCs providing 8YY service (e.g., AT&T) are unable to avoid Bandwidth.com’s proposed charges. AT&T and other 8YY providers have no choice but to pay Bandwidth.com’s charges for an 8YY call coming through Bandwidth.com’s network. And obviously, in turn, AT&T’s and other carriers’ customers have to bear that cost. As such, the Commission should ensure that such charges and practices are reasonable, follow industry requirements, and do not exceed statutory limitations.

7. The concerns Bandwidth.com’s filing raises include:

(a) Use of Industry Standard MECAB Billing Guidelines.

Bandwidth.com’s proposed access service tariff should reference and indicate compliance with the Ordering and Billing Forum’s Multiple Exchange Carrier Access Billing (“MECAB”) Guidelines. Compliance with these industry guidelines is necessary to ensure that all carriers handling this traffic have the necessary records to bill for the services provided to complete these calls.

Bandwidth.com must also confirm that the third party providers with whom it jointly provides access services will comply with MECAB. According to the MECAB guidelines, all providers on the route must agree to comply with MECAB prior to implementation. Lack of

agreement with the third parties will likely result in inaccurate billing and allow such third Parties to send traffic originating outside the LATA and/or state to AT&T Missouri, for hand-off to an IXC, which is in clear violation of AT&T's switched access tariff. In addition, when Bandwidth.com is jointly providing this Service with more than one LEC, it is important that all involved LECs agree on a billing arrangement which is consistent with MECAB guidelines and AT&T's switched access tariff.<sup>4</sup> Moreover, the Proposed Tariff needs to be revised to make clear that there should be coordination and record exchange requirements among the LECs involved in jointly provisioning switched access in connection with Bandwidth.com's Toll Free (8YY) Traffic Service under the Proposed Tariff. The tariff should also contain call flow diagrams to show how the responsibilities of all carriers providing service on the call route are delineated, and which one is entitled to payment for each function performed on the call route.

(b) Disaggregation Needed to Avoid Overbilling.

The tariff contains aggregated rates that combine multiple rate elements into a single rate element with virtually no explanation of the nature of its network, where the traditional switched access functions for which it seeks to charge are being performed, or how the rates were developed. Section 5.2.1 of the Switched Access portion of the tariff sets out "Blended Carrier Switched Access Originating" and "Blended Carrier Switched Access Terminating" services. The tariff describes the rates for these services as "a single blended rate based on aggregate traffic volumes from the following cost categories: Common Line . . . Switched Transport . . . [and] End Office Switching." However, neither the specific rate elements that make up the aggregated rate nor the method used to calculate the blended rate was provided.

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<sup>4</sup> See Section 2.4.5, et seq., of AT&T Missouri's Access Services Tariff, P.S.C. Mo.-No. 36, effective April 11, 1993.

At a minimum, these rates should be disaggregated to ensure that only those parts of the blended rate applicable to particular traffic arrangements are charged. Without disaggregating, it would be impossible to ensure Bandwidth.com does not charge for services or functions it does not perform or to ensure that Bandwidth.com's access rates do not exceed those of the incumbent LEC with whom Bandwidth.com is competing, as required by Section 392.361.6 RSMo. For example, disaggregation would help the Commission discern whether the carrier common line ("CCL") access element is being appropriately applied in situations the carrier either does or does not physically provide the end user's line.

In addition, Bandwidth.com only lists one physical switch location in the LERG which is identified as an "IP Media Gateway." All other locations are listed as "Admin CLLIS." The company needs to describe the nature of the services it provides to end users and the type of end users that purchase these services, as these factors will drive access billing.

(c) Excessive Query Charges.

In principle, the introduction of additional network providers should result in the reduction of costs for carriers and benefit end users. However, Bandwidth.com's new Toll-Free 8YY Data Base Query charge exceeds the charges of other carriers for similar services by many multiples. This rate should at least mirror, if not reduce, the incumbent's rate in accordance with Section 392.361.6 RSMo.

(d) Jurisdiction Discernment for Aggregated 8YY Calls.

The filing does not include any information to ensure Intrastate 8YY toll free calls are accurately jurisdictionalized and billed correctly.

When a carrier, such as Bandwidth.com CLEC, aggregates toll-free calls, it does not know the destination of that call. It therefore cannot determine the jurisdiction of calls from its

own call records. This issue exists for all toll-free traffic across the industry. Bandwidth.com must rely on jurisdictional reports provided by AT&T, an 8YY service provider, to classify traffic and bill appropriate Intrastate rates.

Jurisdictional reports produced by AT&T for Bandwidth.com will not include any third party aggregated 8YY traffic associated with this new service. Call records for 8YY originated traffic only identify the originating carrier of a call. As a result, toll-free traffic aggregated from other carriers in or out of the state of Missouri will not be reflected accurately in Bandwidth.com's jurisdictional reports. This filing must define how Bandwidth.com will accurately account for and jurisdictionalize third party Intrastate 8YY aggregated traffic supported by this service, so that the proposed intrastate 8YY rates are not applied to interstate traffic.

In addition, the LERG information filed by the company suggests that the number assignments are virtual in nature and bear no relationship to a physical originating/terminating location that traditionally would be used to discern jurisdiction of traffic. If the number assignments associated with the Admin locations simply support VoIP hosting applications anywhere across the Internet, Intrastate tariffs are unnecessary because the traffic cannot be discerned as anything but Interstate in nature.

(e) Involuntary Subscription to Tariff Services.

The proposed tariff improperly includes provisions allowing Bandwidth.com to render access charges to another company without the other company having requested and ordered access services from Bandwidth.com. See Section 1 definition of "Constructive Order" (Sheet 4); Section 2.1.3.A of the Terms and Conditions imposing an affirmative obligation on carriers to block traffic originating from or terminating to Bandwidth.com's network if they wish to cancel

service otherwise (sheet 11); Section 2.1.3.F deeming carriers that route traffic to Bandwidth.com's network to have submitted an access order (Sheet 12). See also Section 2.9.1 (Sheet 39), Section 3.1.1 (Sheet 40), and Section 4.2.1 (Sheet 42). The existence of these types of provisions in a similar tariff Bandwidth.com filed in Colorado was sufficient for the Colorado Public Utility Commission to reject the proposed tariff.<sup>5</sup>

8. Although Bandwidth.com claims it is introducing its 8YY Traffic Service as a new service, this type of function is not new to the industry. It is being offered today by other Telecommunications carriers at much lower cost to AT&T and other IXC's. It is unreasonable that Bandwidth.com can inject itself into an existing call flow and drive higher costs on AT&T's customers when AT&T cannot reject Bandwidth.com's offering because of regulatory restrictions prohibiting call blocking, and AT&T could not choose to stay with the existing lower cost 8YY aggregation function offered by Bandwidth.com's competitors. Bandwidth.com should not be allowed to take advantage of the fact that AT&T and other IXC's are captive customers in this type of network setup. Bandwidth.com's attempt to impose added and unneeded costs through this tariff filing will, if permitted, only put upward pressure on retail end users toll prices.

9. The AT&T Companies' interests as telecommunications service providers differ from those of the general public. AT&T Communications pays Bandwidth.com both originating and terminating intrastate switched access rates on intrastate interexchange calls placed by their customers. AT&T Missouri pays Bandwidth.com intrastate terminating switched access rates to terminate intrastate interexchange calls placed by AT&T Missouri's customers and may be

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<sup>5</sup>In the Matter of Advice Letter No. 1 Filed by Bandwidth.com CLEC, LLC as an initial Tariff Filing to be Effective on October 10, 2009, Order Rejecting Advice Letter and Tariff Pages, Docket No. 09AL-660T, Decision No. C09-1158, adopted October 7, 2009.

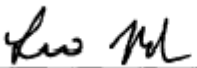
required to pay originating intrastate switched access under the proposed tariffs. The AT&T Companies have a significant financial interest in ensuring that Bandwidth.com's intrastate switched access rates are lawful and appropriate. No other party to this proceeding will adequately protect the AT&T Companies' interests.

10. Granting of this intervention will be in the public interest because the AT&T Companies will bring to this proceeding their experience as telecommunications providers and their expertise in analyzing tariffs, which should assist the Commission in its review of Bandwidth.com's filing.

WHEREFORE the AT&T Companies respectfully request the Commission to suspend Bandwidth.com's proposed tariff filing for investigation.

Respectfully submitted,

AT&T COMMUNICATIONS OF THE SOUTHWEST  
INC., and  
SOUTHWESTERN BELL TELEPHONE COMPANY,  
D/B/A AT&T MISSOURI

BY  \_\_\_\_\_

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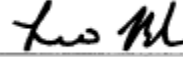
314-235-2508 (Telephone)/314-247-0014(Facsimile)

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## **CERTIFICATE OF SERVICE**

Copies of this document were served on the following parties by e-mail on October 28, 2009.



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Attachment 1

October 8, 2009

Dale Hardy Roberts, Executive Secretary  
Missouri Public Service Commission  
200 Madison Street  
Jefferson City, MO 65102

Subject: Bandwidth.com CLEC, LLC Missouri P.S.C. Tariff No. 1

Via Electronic Filing

Dear Mr. Roberts:

Attached please find Bandwidth.com CLEC, LLC's Missouri P.S.C. Tariff No. 1. This tariff is submitted with a requested effective date of November 22, 2009.

Please acknowledge receipt of this filing by return email to [cabsagent@earthlink.net](mailto:cabsagent@earthlink.net). Should any questions arise, kindly contact the undersigned.

Respectfully submitted,

Candice Clark  
Consultant to Bandwidth.com CLEC, LLC

Attachment

Bandwidth.com CLEC, LLC

Missouri P.S.C. Tariff No. 1  
Original Title Sheet

MISSOURI ACCESS SERVICES TARIFF

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MISSOURI  
  
ACCESS SERVICES TARIFF  
  
OF  
  
Bandwidth.com CLEC, LLC

This tariff contains the descriptions, regulations and rates applicable to the furnishing of access service and facilities by Bandwidth.com CLEC, LLC (“the Company”) within the State of Missouri. This tariff is on file with the Missouri Public Service Commission. Copies may be inspected during normal business hours at the Company’s principal place of business at 4001 Weston Parkway, Cary, NC 27513.

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Issued: October 7, 2009

BY: Lance Condray, CFO  
4001 Weston Parkway  
Cary, NC 27513

Effective: November 22, 2009

## MISSOURI ACCESS SERVICES TARIFF

## CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION		SHEET	REVISION	
Title	Original	*	24	Original	*
Check	Original	*	25	Original	*
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*	31	Original	*
7	Original	*	32	Original	*
8	Original	*	33	Original	*
9	Original	*	34	Original	*
10	Original	*	35	Original	*
11	Original	*	36	Original	*
12	Original	*	37	Original	*
13	Original	*	38	Original	*
14	Original	*	39	Original	*
15	Original	*	40	Original	*
16	Original	*	41	Original	*
17	Original	*	42	Original	*
18	Original	*	43	Original	*
19	Original	*	44	Original	*
20	Original	*	45	Original	*
21	Original	*	46	Original	*
22	Original	*	47	Original	*
23	Original	*	48	Original	*

\* Indicates sheets included in this filing

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MISSOURI ACCESS SERVICES TARIFF

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MISSOURI ACCESS SERVICES TARIFF

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## SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C      Changed regulation.
- D      Delete or discontinue.
- I      Change resulting in an increase to a customer's bill.
- M      Moved from or to another tariff location.
- N      New rate, regulation, condition, or sheet.
- R      Change resulting in a reduction to a customer's bill.
- T      Change in text

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MISSOURI ACCESS SERVICES TARIFF

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## TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. 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 indicate 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 coding is subservient to the 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.(i).
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).I.
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the filing. The Check Sheet lists the sheets contained in the tariff, with the current revision number of each sheet. All revisions made in a given filing are designated by an asterisk (\*). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Commission.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 1- DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Access Code: A uniform seven-digit code assigned by the Company to an individual Customer. The seven-digit code has the form 950-XXXX or 101XXXX.

Access Service: Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Service.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Channel: A communications path between two or more points.

CIC: An interexchange carrier identification code.

Commission: The Missouri Public Service Commission.

Common Channel Signaling (CCS): A high-speed packet switched communications network that is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Company: Bandwidth.com CLEC, LLC, issuer of this tariff.

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.



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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 1- DEFINITIONS (CONT'D.)

Customer: The person, firm, corporation or other entity that orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

DS0: Digital Signal Level 0; a dedicated full duplex digital channel with line speeds of 2.4, 4.8, 9.36, 19.2, 56 or 64 Kbps.

DS1: Digital Signal Level 1: a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 service has the capacity of 24 Voice Grade or DS0 services.

DS3: Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitutions (B3ZS). Equivalent capacity of 28 DS1 Services.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 1- DEFINITIONS (CONT'D.)

8XX Data Base Access Service: The term “8XX Data Base Access Service” denotes a toll-free originating Trunk side Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier..

Exchange: A group of lines in a unit generally smaller than a LATA established in the tariff of an incumbent local exchange carrier for the administration of communications service in a specified area.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Exchange Message Interface (EMI): the industry standard format used for exchange of telecommunications message information among carriers.

Facility (or Facilities): Any item or items of communications plant or equipment used to provide service or connect to the Company.

FCC: Federal Communications Commission.

Holiday: The term “holiday” means 8:00 a.m. to, but not including, 11:00 p.m. local time at the originating city on all Company-specified holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturday or Sundays, the holiday rate applies unless a larger discount would normally apply.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer’s situation.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

Kbps: Kilobits per second; thousands of bits per second.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 1- DEFINITIONS (CONT'D.)

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Local Traffic: Traffic is "Local Traffic" under this tariff if: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different exchanges that share a common mandatory local calling area.

Mbps: Megabits per second; millions of bits per second.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Service bill services on a proportional basis under their respective tariffs.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 1- DEFINITIONS (CONT'D.)

Non-Recurring Charges: One-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time service is ordered.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing intricate toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

Query: An inquiry to a database to obtain information, processing instructions or service data.

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

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 1- DEFINITIONS (CONT'D.)

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out-of-Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Station: Refers to telephone equipment or an exchange access line from or to which calls are placed.

Terminal Equipment: Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or other form of wireless transmission.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS

## 2.1 Undertaking of the Company

## 2.1.1 Scope

The Company undertakes pursuant to this Tariff to furnish switched or dedicated access communications service. Access Service is available to customers as described herein. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service agreements.

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's network in order to originate or terminate its own services, or to communicate with its own customers.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

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

## 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 from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

## 2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed for a minimum period of one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of service and may make the Customer responsible for damage to equipment.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

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

## 2.1.3 Terms and Conditions (Cont'd.)

- D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- E. Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered; the rate to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers are also required to execute other documents as may be reasonable requested by the carrier.
- F. A Carrier that routes traffic to the Company's network for termination of exchange, intraLATA or interLATA traffic shall be deemed to have submitted, and the Company shall be deemed to have received, an Access Order at the time traffic is first routed to the Company, unless the Company and the carrier have previously provided for alternative treatment. Carrier and the Company will exchange all required information to measure traffic and invoice charges and credits.
- G. 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 rate unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve 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.



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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

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

## 2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not incur any liability with regard to delayed installation of the Company facilities or commencement of service. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

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

## 2.1.4 Liability of the Company (Cont'd)

- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customer's Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

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

## 2.1.4 Liability of the Company (Cont'd)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, and by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services furnished under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

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

## 2.1.4 Liability of the Company (Cont'd.)

- K. THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with the Company's services.
- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

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

## 2.1.4 Liability of the Company (Cont'd.)

- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to the Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- O. The Company shall not be liable for any act or omission concerning the implementation of Presubscription.
- P. With respect to Telecommunications Relay Service (TRS), any service provided by the Company that involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for deaf, or any other instrument over the facilities of the Company or any connecting Carrier, the Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one-minute call to the called station at the time the affected calls were made.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

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

## 2.1.5 Notification of Service-Affecting Activities

The Company will attempt to provide the Customer reasonable notification of service-affecting activities within its control 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 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.

## 2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

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

## 2.1.6 Provisions of Equipment and Facilities (cont'd)

- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. 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 Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
  - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  - 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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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

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

## 2.1.6 Provisions of Equipment and Facilities (Cont'd.)

- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters that affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

## 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 unusual 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.



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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

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

## 2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- 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. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of the Company's normal construction schedules.

Special construction charges for Access Service will be determined on an individual basis.

## 2.1.9 Ownership of Facilities

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

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

## 2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use for 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 for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions and, if the Reseller intends to provide intrastate services, is certified with the proper state authority.
- 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.

## 2.3 Obligations of the Customer

## 2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for 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. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage, and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate the Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

## 2.3 Obligations of the Customer (Cont'd.)

## 2.3.1 The Customer shall be responsible for: (Cont'd.)

- D. 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 Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided 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 subsection prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which the Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the 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;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of the Company facilities and equipment in any Customer Premises or the rights-of-way which Customer is responsible for obtaining under Section D above; and granting or obtaining permission for the Company agents or employees to enter the Customer Premises 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; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS, (CONT'D.)

## 2.3 Obligations of the Customer (Cont'd.)

## 2.3.2 Claims

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

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

## 2.3.3 Jurisdictional Reporting

- A. The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) may be provided in whole numbers to the Company. These whole-number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate for the following quarter or until a revised report is received as set forth herein. Reported or default PIU factors are used where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

## 2.3 Obligations of the Customer (Cont'd.)

## 2.3.3 Jurisdictional Reporting (Cont'd.)

- B. Originating and Terminating Access: For Feature Group D Switched Access Service(s), the Customer may provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- C. Except where the Company-measured access minutes are used as set forth above, the Customer-reported Projected PIU factor as set forth above will be used until the next quarter or until the Customer reports a different projected PIU factor, as set forth below. Any revised report will serve as the basis for future billing and will be effective the following calendar quarter.
- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

## 2.3 Obligations of the Customer (Cont'd.)

## 2.3.3 Jurisdictional Reporting (Cont'd.)

- E. Jurisdictional Reports Verification: If a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company's request. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.
- F. Terminating Traffic from Exchange Carrier. Any exchange, intraLATA or interLATA traffic terminated to the Company's network by an Exchange Carrier that is subject to this Tariff shall be treated as Feature Group D traffic.

## 2.4 Customer Equipment and Channels

## 2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS, (CONT'D.)

## 2.4 Customer Equipment and Channels (Cont'd.)

## 2.4.2 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68, and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on the Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS, (CONT'D.)

## 2.4 Customer Equipment and Channels (Cont'd.)

## 2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.

## 2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, 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 wiring in the connection of Customer-provided facilities and equipment to the Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If compatibility 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.



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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS, (CONT'D.)

## 2.5 Payment Arrangements

## 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

- A. The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices. Any taxes, fees or surcharges imposed by a local jurisdiction (e.g. county and municipal taxes) will be recovered only from those Customers located in the affected jurisdictions. If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
- B. A surcharge is imposed on all charges for service(s) provided at addresses in any governmental, municipal or special taxing jurisdiction which levies, or asserts a claim of right to levy, a gross receipts tax on the Company's operations or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that governmental, municipal or special taxing jurisdiction(s). This surcharge is based on the particular jurisdiction's receipts tax and other taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company and/or payment of interstate access charges. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

## 2.5 Payment Arrangements (Cont'd.)

## 2.5.2 Billing and Collection of Charges

- A. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

Non-Recurring Charges are due and payable within 20 days after the invoice date.

Amounts not paid by the due date will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

The Customer shall notify the Company of any disputed items on an invoice within 90 days of the date of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedures.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

## 2.5 Payment Arrangements (Cont'd.)

## 2.5.3 Deposits

- A. Before the service or facility is furnished to a Customer whose credit has not been established under the Company policies, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
1. an amount in excess of one-fourth of the estimated charge for the service for the ensuing twelve (12) months; or
  2. one half ( $\frac{1}{2}$ ) of the estimated charge for the minimum payment for a service or facility which has a minimum payment period of more than one (1) month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
- B. A deposit may be required in addition to an advance payment.
- C. The Company shall pay interest on a deposit at a rate not to exceed six (6) percent. Interest on a deposit shall accrue at the rate prescribed by the Commission and, if requested, shall be credited annually to the customer by deducting an amount equal to such interest due from the amount of the customer's bill for service following the accrual date.
- D. The charges set forth in this Tariff for facility terminations contemplate installations made during regular business hours in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.
- E. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option return the deposit or credit the Customer's account.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

## 2.5.4 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, after giving written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving prior notice in writing to the Customer, 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.
- D. Upon any governmental prohibition, or 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.
- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.4.A or 2.5.4.B above, 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.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

## 2.5 Payment Arrangements (Cont'd.)

## 2.5.4 Refusal and Discontinuance of Service (Cont'd.)

F. The Company may discontinue the furnishing of any and/or all service(s) to Customer, without incurring any liability:

1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section if
  - (a) the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
  - (b) the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
  - (c) the Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with 2.5.3 above; or
  - (d) the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

## 2.5 Payment Arrangements (Cont'd.)

## 2.5.4 Refusal and Discontinuance of Service (Cont'd.)

## F. (Cont'd.)

- (e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for service; or
  - (f) The Customer uses, or attempts or use, service with the intent to avoid the payment, either in whole or in part, of the tariff charges for the service by:
    - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
    - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
    - III. delivering calls to or accepting calls from the Company's End User locations over the Company switched local exchange services; or
    - IV. continuing to have the Company End Users presubscribed to the Customer; or
    - V. any other Fraudulent means or devices; or
- 2. Upon failure to receive payment within five (5) days of the payment due date; or
  - 3. Five (5) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that five (5)-day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

## 2.5 Payment Arrangements (Cont'd.)

## 2.5.4 Refusal and Discontinuance of Service (cont'd.)

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

## 2.5.5 Cancellation of Application for Service

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.

The special charges described will be calculated and applied on a case-by-case basis.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

## 2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of or noncompliance with the provisions of this Tariff by the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in Section 2.6.1 for the part of the service that the interruption affects.

## 2.6.1 Credit for Interruptions

- A. A credit allowance will be made at the request of the customer when an interruption occurs of a failure of any component furnished by the Company under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit, to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the 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.
- B. For calculating credit allowances, every month is considered to have thirty (30) days. 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.

No credit will be allowed for an interruption of a Dedicated Access facility for less than twenty four (24) hours. After the first twenty four (24) hour period, a credit equal to 1/30 of the Dedicated Access facility charges will be applied to each interruption which is in excess of twelve (12) hours and up to twenty four (24) hours.



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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

## 2.6 Allowances for Interruptions in Service, (Cont'd.)

## 2.6.2 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, Joint-User, or other Common Carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. 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;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

## 2.6.3 Use of Alternative Service Provided During Interruption of Service

Should the Customer elect to use an alternative service provided by the Company, or another Provider, during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

## 2.7 Cancellation of Service

If a Customer cancels services before the completion of the term for any reason whatsoever without notice and without the Company's concurrence or consent, the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth herein: all costs, fees, and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by the Company to establish service to Customer; plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Tariff for the balance of the then current term.

## 2.8 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 (a) to any subsidiary, parent company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 2- RULES AND REGULATIONS (CONT'D.)

## 2.9 Notices and Communications

- 2.9.1 Delivery of calls to or acceptance of calls from the Company's End User locations over the Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by the Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.
- 2.9.2 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.3 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill
- 2.9.4 All notices or other communications required to be given pursuant to this tariff shall 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 deposit 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.
- 2.9.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE

## 3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

## 3.1.1 Ordering Conditions

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

## 3.1.2 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. a change in the identity of the Customer of record; or
2. a move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D.)

## 3.2 Miscellaneous Charges

Customer Requested Due Date Change <sup>1 2</sup>	\$50, per order
Customer Requested Expedite <sup>2</sup>	\$250, per location, per order
Cancellation (after 3 business days from order placement) <sup>2</sup>	Full NRCs + \$250, per order
Design Change, DSO/DS1 <sup>2</sup>	\$150, per circuit
Design Change, DS3 and higher <sup>2</sup>	\$300, per circuit
Administrative Processing <sup>2</sup>	\$25, per order

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<sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

<sup>2</sup> For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, plus the Company's administrative costs.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 4- SWITCHED ACCESS SERVICE

## 4.1 General

Switched Access Service involves the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate or terminate calls between an End User's Premises or Conference Bridge and a Customer's Premises.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

## 4.2 Provision and Description of Switched Access Service Arrangements

## 4.2.1 Feature Group Access

FG Access provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In-Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trunking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over the Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

## 4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 4- SWITCHED ACCESS SERVICE (CONT'D.)

## 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd.)

## 4.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

## 4.2.4 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end-of-dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

## 4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

## 4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-OXXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 5- SWITCHED ACCESS RATES

## 5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

## 5.2 Rate Categories

5.2.1 There are several rate categories that apply to Switched Access Service:

- Blended Carrier Switched Access Originating
- Blended Carrier Switched Access Terminating
- Toll-Free 8XX Data Base Access Service

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

Common Line

The Common Line cost category establishes the charges related to the use of the Company-provided end user common lines by customers and end users for intrastate switched access.



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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 5- SWITCHED ACCESS RATES (CONT'D.)

## 5.2 Rate Categories (Cont'd.)

## 5.2.1 (Cont'd.)

## Switched Transport

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

## End Office Switching

The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at the Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

## 5.2.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX database.

## 5.2.3 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 5- SWITCHED ACCESS RATES (CONT'D.)

## 5.3 Billing of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 5-SWITCHED ACCESS RATES, (CONT'D.)

## 5.4 Rates and Charges

## 5.4.1 Blended Carrier Switched Access

Originating: \$0.018 per minute of use

Terminating: \$0.018 per minute of use

## 5.4.2 Toll-Free 8XX Data Base Query

Per Query \$0.010

## 5.4.3 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB).

5.4.5 Returned Check Charge \$30.00

## 5.4.6 Paper/Electronic Media Fee

Customers who elect to receive a paper or CD-ROM version of their invoice will incur a surcharge of \$15.00 per bill cycle.

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MISSOURI ACCESS SERVICES TARIFF

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## SECTION 6 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

## 6.1 Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings that maybe offered by the Company from time to time.

## 6.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.



October 21, 2009

Ms. Marlene Dortch  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W.  
Washington, D.C. 20554

Re: Letter of Inquiry Concerning Google Voice Calling Restriction; *Just and Reasonable Rates for Local Exchange Carriers*, WC Docket No. 07-135

Dear Ms. Dortch:

The attached letter was sent today to Sharon E. Gillett, Chief, Wireline Competition Bureau. Please include the letter in the docket of the proceeding identified above.

Sincerely,

Glenn T. Reynolds  
Vice President, Policy



October 21, 2009

Sharon E. Gillett  
 Chief, Wireline Competition Bureau  
 Federal Communications Bureau  
 445 12<sup>th</sup> Street, S.W.  
 Washington, D.C. 20554

Re: Letter of Inquiry Concerning Google Voice Calling Restriction; *Just and Reasonable Rates for Local Exchange Carriers*, WC Docket No. 07-135

Dear Ms. Gillett:

USTelecom writes to express its support for the recent letter of inquiry issued by the Wireline Competition Bureau relating to Google's acknowledged position that it may block its customers from calling certain telephone numbers and may decide which information its customers may access using the Google Voice service.<sup>1</sup> The questions asked in that letter are critical to ensuring that all providers in this exceedingly competitive market are competing on a level regulatory playing field.

While we are encouraged by the Bureau's timely issuance of a letter of inquiry to Google on this matter, we believe that the letter fails to explore one critically important avenue that would shed significant light on the nature of Google's conduct. While Google has so far declined to provide information on the scope of its limitations on its customers' use of Google Voice or how it determines which telephone numbers to block, Google has admitted that it retains the right to restrict calls to certain telephone numbers or areas of the country that have what it unilaterally determines to be unacceptably "steep access charges."<sup>2</sup> In addition,

<sup>1</sup> Letter from Sharon E. Gillett, Chief, Wireline Competition Bureau, to Richard S. Whitt, Esq., Washington Telecom and Media Counsel, Google Inc. (October 9, 2009).

<sup>2</sup> "Google's Phone Service Likely to Draw Scrutiny," *Wall Street Journal* (September 23, 2009) available at <http://online.wsj.com/article/SB125357862855329543.html> (WSJ Article). See also "Sex, conference calls, and outdated FCC rules," Google Policy Blog, Posted by Richard Whitt (October 9, 2009) (asserting certain LECs charge "exorbitant termination rates") available at <http://googlepublicpolicy.blogspot.com/2009/10/sex-conference-calls-and-outdated-fcc.html>; "Response to AT&T's letter to FCC on Google Voice," Google Policy Blog, Posted by Richard Whitt (September 25, 2009) (asserting certain LECs charge "especially high rates to connect calls to their networks"), available at <http://googlepublicpolicy.blogspot.com/2009/09/response-to-at-letter-to-fcc-on-google.html>.

Sharon E. Gillett  
October 21, 2009  
Page 2

questions recently have been raised by commenters in the record of the Commission's docket on traffic pumping as to whether various companies, including Google Voice, have been engaging in other forms of access charge arbitrage. Specifically, ZipDX points out that Google Voice and other similar services appear to be intentionally avoiding paying access charges on calls delivered to other carriers while simultaneously collecting access charges on calls delivered to their own networks.<sup>3</sup>

In light of these allegations, as well as Google's own statements defending its call blocking, it is critically important to the integrity of the existing inter-carrier compensation system that the Commission add the following question to the inquiry it has already submitted to Google:

6. It has been reported that Google "reserves the right to restrict calls to certain telephone numbers, such as adult chat lines or free conference-call centers, that have steep access charges."<sup>4</sup> In light of this report, please answer the following:
  - a. At what level has Google determined that access charges are too "steep" and what is the basis for this determination? Does Google apply the standard uniformly in all cases? How and where does Google disclose this information to its customers?
  - b. Does Google, Bandwidth.com or any other entity that Google contracts with to provide Google Voice *pay* access charges for *all* non-local traffic where it does not block? If so, which entity is responsible for paying these access charges?
  - c. Does Google, Bandwidth.com or any other entity Google contracts with to provide Google Voice *assess* originating or terminating switched access charges for any calls associated with Google Voice? If so, which entity bills for this service, what rates are charged, what access rate elements are included in such charges, what access functions are performed, and on which entities are those charges assessed?
  - d. Does Google's decision to block calls to certain numbers consider the content or type of service that can be accessed using that number? Whether or not Google does so today, does Google believe that it legally may block access to telephone numbers based upon the content or services offered at that number?

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<sup>3</sup> See, e.g., Ex parte Letter from David Frankel, CEO, ZipDX LLC to Marlene Dortch, Secretary, FCC, WC Docket 07-135 (filed September 21, 2009) (ZipDX Ex Parte Letter).

<sup>4</sup> WSJ Article

Sharon E. Gillett  
October 21, 2009  
Page 3

USTelecom also notes that at least two other service providers, Speakeasy and majicJack (together with its CLEC partner YMAX), have apparently engaged in similar conduct.<sup>5</sup> The Commission should issue letters of inquiry to these providers as well.

Sincerely,

A handwritten signature in black ink, appearing to read "Glenn Reynolds". The signature is fluid and cursive, with the first name "Glenn" and last name "Reynolds" clearly distinguishable.

Glenn Reynolds  
Vice President- Policy

cc: Priya Aiyer  
Jennifer Schneider  
Christine Kurth  
Carol Simpson  
Christi Shewman  
Julie Veach  
Bill Dever  
Al Lewis

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<sup>5</sup> See, e.g., *Communications Daily*, October 2, 2009 at p. 12; ZipDX Ex Parte Letter.