

NORVERGENCE, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by NorVergence, Inc., 550 Broad Street, 3rd Floor, Newark, New Jersey 97102. This Tariff applies to services furnished within the State of Missouri. This Tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

NorVergence, Inc., is a competitive telecommunications company providing competitive services in the state of Missouri.

Waivers of Statutory and Regulatory Requirements

The following statutory and regulatory requirements have been waived for the Company:

Section 392.210.2	Establishes Uniform Systems of Accounts for annual reports
Section 392.240(1)	Just and Reasonable Rates
Section 392.270	Ascertain Property Values
Section 392.280	Depreciation rates
Section 392.290	Issuance of Securities
Section 392.300.2	Acquisition of Stock
Section 392.310	Issuance of Stock and Debt
Section 392.320	Stock dividend payment
Section 392.330	Issuance of securities, debts, & notes
Section 392.340	Reorganizations
4 CSR 240-10.020	Depreciation and fund income
4 CSR 240-3.545(2)(C)	Copies of rate schedules
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-33.030	Minimum charge rules

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**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

None

SYMBOLS

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

- C - Changed regulation
- D - Discontinued rate or regulation
- I - Increase
- M - Matter relocated without change
- N - New rate or regulation
- R - Reduction
- S - Reissued matter
- T - Change in text but no change in rate or regulation
- Z - Correction

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example; the 4th Revised Sheet 14 replaces the 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1 (A)
 - 2.1.1 (A). 1

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

10XXX or 101XXXX Access: A dialing method that enables a Customer to reach the interexchange carrier of the Customer's choice even if the Customer is not a regular Customer of that carrier. For example, to reach AT&T Communications of New England, Inc., the Customer dials 1+10288+NPA+NXX.

Access Line: A transmission line used to transmit voice and/or data calls from the Customer's Premises to a telephone company serving wire center or a Company-designated POP or from a telephone company serving wire center or a Company-designated POP to the Customer's Premises.

Alternate Access: Alternate Access is a form of Local Access except that the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff rates if permitted by applicable governmental rules.

Ancillary Charges: Ancillary Charges are charges for supplemental Services or optional features as set forth herein, which may consist of both nonrecurring and monthly recurring charges.

ANI: Automatic Number Identification. A process used to identify the calling station. For example, Customers such as call centers pay for caller's telephone numbers to be sent to them simultaneously with their incoming Toll Free Service calls.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Applicant: Any entity or individual who applies for Service under this Tariff.

Application for Service: The Application for Service is the standard Company order form, which includes all pertinent billing, technical, and other descriptive information, which will enable the Company to provide a communication, Service(s) as required.

Authorized User: A person, firm, corporation or other entity (including Customer) that 1) is authorized by the Customer to be connected to and utilize the Company's Services under the terms and regulations of this Tariff or 2) either is authorized by the Customer to act as the Customer in matters of ordering, changing or canceling Service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User shall be binding on Customer and shall subject Customer to any associated charges.

Blocking: A temporary condition that may be initiated so that the Customer cannot complete a telephone call.

BTN: Billed Telephone Number. May consist of one or more WTNs.

Business Customer: A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose. Any Business Customer employee who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

Cardholder: Cardholder is the associate, member, Customer, or other individual that uses the Company's Calling Card Service.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Central Office Connection (COC): Central Office Connection connects the Inter-Office Channel (as defined herein) of a dedicated leased circuit or connects the access Port of a switched channel to the Local Access Channel (as defined herein).

CIC: CIC stands for Carrier Identification Code which is a numeric code consisting of three numbers used by end-users or customers to reach the networks of the DUCS through equal access arrangements.

Circuit or Channel: A communications path between two or more points having a standard Bandwidth or Transmission Speed selected by the Customer.

CLEC: Competitive Local Exchange Carrier. Any carrier or reseller offering local exchange telecommunications services other than the incumbent LEC.

Commission: Commission refers to the Missouri Public Service Commission.

Company: Company refers to NorVergence, Inc.

Company-Provided: The switching, transmission, and other related telecommunications equipment/facilities provided by the Company or by any combination of the Company, the LEC, or other authorized Third Party Vendors contracted by the Company.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

CPE: Customer-Provided Equipment. Terminal equipment connected to the telephone network, which is owned by the Customer or leased by the Customer from a supplier.

Credit Card: Visa®, MasterCard®, or other Credit Cards issued by other companies the Company may accept.

Customer: A Customer is the person, firm, corporation, governmental unit or other entity which orders Service for business purposes -- either for its own use or as a non-profit manager of a sharing group --and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Company Service after its account(s) are removed from Company's billing system, and subsequently continues to use Company's Service, or (2) otherwise uses Service for which no other Customer is obligated to compensate the Company.

Customer Commitment Date: The date in which the Company receives a firm commitment from a Customer for the provision of one of the Company's Data Service offerings.

Customer Premises/Customer's Premises: Location(s) designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its Resellers.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Dedicated Access: Where Customer's Premises has a non-switched connection to the POP selected by the Company for origination and or termination of calls. When the Dedicated Access is used for Switched Services, the Dedicated Access is referred to as a Dedicated Access line. When Dedicated Access is used to provide Data Services, the Dedicated Access is referred to as local loop.

Defects or Defective Service: A shortcoming or an imperfection in Data Service(s) as a result of mistakes, accidents, errors, omissions, interruption or delay in Service.

Designated Underlying Carrier: The Designated Underlying Carrier is the facilities-based carrier chosen by the Company to provision the communications Service(s) provided to the Customer.

Direct-Dialed: A call placed by the caller without operator assistance.

DUC: DUC stands for Designated Underlying Carrier.

End User: The person or legal entity that uses the Service provided by the Company.

Equal Access: Enables the Customer to place long distance calls without the need to first dial a special code.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Exemption Certificate: A written notification provided by the Customer certifying that its dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Service with the local exchange network or (b) the facility is associated with a Switched Access Service that is subject to Carrier Common Line Charges.

ICB: Individual Case Basis. A Service provided involving a nonstandard arrangement. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances.

Installation: Installation means the connection of a Circuit, Dedicated Access line, or Port, for new, changed or additional Service.

IXC: IXC stands for Interexchange Carrier.

Joint User: A corporation, association, partnership, or individual that is permitted to use a Customer's Service by mutual agreement between the Customer and the Joint User in accordance with the terms and conditions of this Tariff.

LATA: Local Access Transport Area. A geographically defined regulatory boundary established by the Modification of Final Judgment.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

LEC: LEC stands for LEC.

Local Access: The service between a subscriber's premise and a Company-designated POP.

Local Access Provider: An entity providing Local Access.

MTS: Message Telecommunications Service.

NPA: Numbering Plan Area. More commonly referred to as an area code.

Nonrecurring Charges: Nonrecurring Charges are one-time charges.

NXX: NXX represents the first three digits of a Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

OTC: One Time Charge.

PIC: Primary Interexchange Carrier.

PICC: Primary Interexchange Carrier Charge.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

PIN: PIN stands for Personal Identification Number (PIN) and is a numerical code one or more of which may be assigned to a Customer for access and use of Service. The PIN enables the Company to identify the end user originating Service for security and for billing purposes. PINs are the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular PIN.

Platform: Platform refers to the proprietary computer technology that provides the Company's network services.

POP: Point-of-Presence. A physical place at which the local telephone company terminates subscriber Circuits for long distance dial-up or leased-line communications or a Company-designated location where a facility is maintained for the purpose of providing access to the Company's Service.

Primary Interexchange Carrier: Primary Interexchange Carrier is the long distance company to which traffic from a given location is automatically routed when dialing 1+ in equal access areas. The Primary Interexchange Carrier is identified by a code number that is assigned by the local telephone company to the telephone numbers of all the subscribers to that carrier to ensure the calls are routed to the correct company.

Resp Org: Responsible Organization. The entity designated to manage and administer a Customer's SMS/800 records.

Restore: Restore means to make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the DUC(s) involved.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

SMS/800: 800 Service Management System is the national database service management system that retains all inbound toll-free number records. The main operations support system used to create and update toll free records that are then downloaded to the SMS/SCPs for processing Toll Free Service calls. This database provides long distance carriers with a single interface for inbound toll-free number reservations and record maintenance. This system is used by Resp Orgs to manage and administer SMS/800 records.

SMS/800 Help Desk: The organization that administers the SMS/800 system for the centralized management of Toll Free Numbers.

SMS/SCP: Service Management System/Service Control Point. The real time database system in the exchange carrier's network that contains routing instructions down loaded from the SMS/800.

Toll Free Number: A Toll Free Number is a telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a Toll Free Number is either 800, 877, or 888 or other area code assignments as appropriate.

Toll Free Service: Toll Free Service is a reverse-billed Service that permits calls to be completed without charge to the calling party. Access to Toll Free Service is gained by dialing a ten-digit Toll Free Access Number, which terminates at the Customer's requested location.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Route Diversity: Route Diversity is providing two channels that are furnished partially or entirely over two physically separate routes.

SCP: SCP stands for Service Commitment Period.

Service: Any or all services provided pursuant to this Tariff.

Service Commitment Period: The Service Commitment Period is the period selected by the Customer, agreed to by the Company, and stated on the relevant Application for Service during which the Company will provide and Customer will accept and pay for the Service described therein.

Service Order: The standard Company order form(s), in effect from time-to-time, or Customer's forms accepted in writing by an authorized representative of the Company for Service that shall enable the Company to provide Service.

Special Access Surcharge: A charge imposed by the Local Exchange Companies in accordance with Section 69.115 of the FCC Rules and Regulations.

State: State refers to the State of Missouri.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Subscriber: The Subscriber is a person or legal entity that subscribes to service(s) from the Company and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

Switched Access: A transmission line that is switched through the LEC or CLEC to reach the long distance network. Switched access arrangements are only available from the subscriber's local telephone company.

Switched Services(s): Any Services that are not Data Service as defined herein which use message switches to share inter-switch transport.

T-1 Digital Service: T-1 Digital Service, also called T-1, is a digital link between two points. This link typically transmits at speeds of 1.544 Megabits per second. In most cases, this service allows twenty-four access paths between any two points.

Third Party Vendor: A company, entity or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s).

TLC: Termination Liability Charge. A charge which applies when the Customer cancels Service prior to the expiration date of a term plan agreement for Data Service(s).

WTN: Working Telephone Number.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 The Company's services are offered to Business Customers for intrastate InterLATA and IntraLATA telecommunication services originating and terminating within the State under terms of this Tariff. Services are offered subject to the availability of facilities; the terms and conditions of this Tariff; and the rules of the Commission applying to long distance communications as published in 4 CSR 240-33. The Company resells the services of facility-based carriers subject to the terms of any applicable interstate offering or arrangement between the DUC and the Company.

2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

2.2 Limitations

2.2.1 Service is offered subject to the availability of facilities, equipment, or systems, the Company's ability to fulfill the request for Service and the provisions of this Tariff. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, billing agreements, and/or switch software are not available. In case a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of Switched Services shall take precedence over the establishment of private line Services.

2.2.2 All Services provided according to this Tariff are interstate Services. International and intrastate service is available on an add-on basis.

SECTION 2 – RULES AND REGULATIONS

2.2 Limitations On Service (continued)

- 2.2.3 A third party call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third party call when acceptance of charges at the third number cannot be confirmed.
- 2.2.4 Without incurring liability, the Company reserves the right to discontinue Service or to limit the use of Service, when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff.
- 2.2.5 Conditions under which the Company may, without notice, terminate Service to Business Customers without liability include, but are not limited to:
- (A) Customer's or End User's use of the Service which constitutes a violation of either the provisions of this Tariff or of any laws, government rules, regulations, or policies or if such actions are reasonably appropriate to avoid violation of applicable law; or
 - (B) Any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or
 - (C) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or
 - (D) Customer's or End User's misuse of the long distance network; or
 - (E) Customer's or End User's use of the long distance network for any fraudulent or unlawful purpose; or

SECTION 2 – RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.5 (continued)

- F) Emergency, threatened, or actual disruption of Service to other Customers;
or
- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or
- (H) Abandonment of the Customer's Premises served; or
- (I) Insufficient or fraudulent billing information; or
- (J) Customer's check or draft is returned unpaid for any reason, after one attempt at collection; or
- (K) If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason. The Company will make at least one attempt at collection prior to termination of Service.

SECTION 2 – RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.6 Conditions under which the Company may, with notice, terminate Service without liability include, but are not limited to:

- (A) use of invalid or unauthorized telephone numbers, or Credit Card numbers; or,
- (B) failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.8.1 or Section 2.8.2 of this Tariff; or
- (C) non-payment of any sum owed the Company by the due date printed on the bill; or
- (D) if there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against the Company.
- (E) Failure to meet specific program provisions; or
- (F) Any reasonable business reason; or,
- (G) Failure to need the Company's credit extension policy; or,
- (H) The Company is selling, transferring, or ending the business

2.2.7 Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by other companies furnishing a portion of the Company's Service(s).

SECTION 2 – RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.8 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

2.2.9 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

SECTION 2 – RULES AND REGULATIONS

2.2 Limitations On Service (continued)

- 2.2.10 The Company may rely on third parties to provide a portion of the Company's Service. The selection of the Third Party Vendors is made by the Company. The Company reserves the right to change Third Party Vendors at any time.
- 2.2.11 The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.2.12 Recording of telephone conversations provided pursuant to the Company's Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.
- 2.2.13 All outbound Services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges that have Equal Access.
- 2.2.14 The Company, when acting at the Customer's request and as its authorized agent for ordering Local Access, will make reasonable efforts to arrange for service requirements such as special routing, route diversity, alternate access, or Circuit conditioning.
- 2.2.15 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

SECTION 2 – RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.16 The Company, when acting at the Customer's request and, as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, Route Diversity, Alternate Access, or Circuit conditioning.

2.2.17 The Company may deny a request for Service to be provided by means of a cellular telephone, where such request poses, in the sole judgment of the Company, operational, technical or billing difficulties. If the Company finds that service has been established to a cellular telephone, it may, upon reasonable notice to the Customer, discontinue such service where continued provision of such service poses, in the sole judgment of the Company, operational, technical or billing difficulties.

2.2.18 Reserved for future use.

2.2.19 The Company reserves the right to refuse Service to any Applicant who is found to be indebted to the Company for Service previously furnished until satisfactory arrangements have been made for the payment of such indebtedness.

2.2.20 If Service is established and it is subsequently determined that the condition described in Section 2.2.23 of this Tariff exists, the Company may suspend or disconnect Service on five (5) days written notice until satisfactory arrangements have been made for the payment of prior indebtedness.

2.2.21 For Customers that utilize Data Services for voice transmission, the Company does not provide echo suppression and does not guarantee the quality of the Circuit when used for voice transmission.

SECTION 2 – RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly assumed in Sections 2.3.1 through 2.3.32 of this Tariff in connection with the provision of Service to Customer.

- 2.3.1 In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the lesser of (a) the actual monetary damages incurred and proved by the Customer, or (b) the sum of \$1,000.00.
- 2.3.2 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service(s) with a usage-sensitive rate structure, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge to the Customer for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for damages caused by the negligence or willful misconduct of the Customer.
- 2.3.3 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

SECTION 2 – RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.4 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of the Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. The Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof. In addition, a portion or all of the Service may be provided over facilities of third parties. The Company will not be liable to the Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties. The Company's liability, if any, with regard to the delayed installation of facilities or commencement of Service will not exceed \$1,000.
- 2.3.5 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.6 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.7 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.

SECTION 2 – RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.8 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, supplier failures, shortages, breaches or delays, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment; or
- (F) Explosions, vandalism, cable cut or other similar occurrences; or
- (G) Preemption of existing Services to restore Service(s) in compliance with part 64, Subpart 64, Subpart D, Appendix A, of the F.C.C.'s rules and regulations; or
- (H) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's control.

SECTION 2 – RULES AND REGULATIONS

2.2 Limitation of Liability (continued)

- 2.3.9 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue, profits, or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.3.10 In the event the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.3.11 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.
- 2.3.12 The Company may rely on Third Party Vendors for the performance of certain Services such as Dedicated Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as agent for the Customer in obtaining such other Services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

SECTION 2 – RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.13 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service.
- (B) Damages caused by the fault or negligence or willful misconduct of the Customer or End User.
- (C) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost revenue or lost profits.
- (E) Any indirect, incidental, special or consequential damages, lost revenue or lost profits of any kind, even if Company is advised of the possibility of the same.

SECTION 2 – RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.13 (continued)

- (F) The use or abuse of any Service described herein by any party including, but not limited to, the Customer or End User. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. Compensation for any injury the customer may suffer to the fault of third parties must be sought from such other parties. Compensation for any injury the Customer may suffer due to the fault of third parties must be sought from such other parties.
- (G) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- (H) The Company will not be liable for any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

2.3.14 In the event parties other than the Customer (e.g., authorized or unauthorized End Users) has use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

SECTION 2 – RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.15 The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing service hereunder and not caused by the negligence or intentional acts of the Customer shall in no event exceed an amount equivalent to the initial period charge for such Service.
- 2.3.16 If the Company's failure of performance is thirty-five (35) days or less, Service shall not be subject to cancellation. Rather, an appropriate percentage of charges for the directly affected Service shall be abated for such Service interruption. If the Company's failure of performance is for more than thirty-five (35) days, then the directly affected Service may be canceled by either the Company or the Customer without liability other than the Customer's liability for payment for said Service provided prior to cancellation.
- 2.3.17 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with Company-designated facilities. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with Local Access. In addition, the Customer shall comply with applicable Local Access Provider's signal power limitations and requirements.
- 2.3.18 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

SECTION 2 – RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.19 The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or Defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including Authorized Users) or Customer's customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials.

2.3.20 All or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits or lost revenues of any kind or nature whatsoever arising out of any Defective Service or any other cause.

SECTION 2 – RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.21 In the event of an interruption in Service, any Defect in the Service whatsoever or a failure to perform under this Tariff, neither Company nor any Third Party Vendor or operator of facilities employed in the provision of the Service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits or lost revenues of any kind or nature whatsoever.

2.3.22 The Company may rely on Local Access Providers for the performance of services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such services such as Local Access. Customer's liability for charges hereunder shall not be reduced by factors beyond the Company's control such as Customer-provided facilities and equipment.

2.3.22 The Company is not liable for any claim arising out of any and all failings by the Company in connection with the provision of Toll Free Service to the Customer, including but not limited to:

- (A) Toll Free Service is not made available on the date committed to the Customer or cannot otherwise be made available after acceptance of the Customer's order; or
- (B) Toll Free Service is provided with a number or numbers other than the one(s) committed by the Company to the Customer; or
- (C) Toll Free Service is provided with a number or numbers that are not included in toll free Directory Assistance database or are included in an incorrect form.

SECTION 2 – RULES AND REGULATIONS

2.4 Use of Service

- 2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week. Unless otherwise restricted herein, Customers may use the Company's Service(s) to place and/or receive interstate calls.
- 2.4.2 The Service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The Customer is liable for all obligations under this Tariff notwithstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of others.

SECTION 2 – RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes including but not limited to use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this Tariff either in whole or in part. Service furnished by the Company may not be used to make calls that might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is an authorized communications common carrier, an authorized resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's Service. However, this provision does not preclude an agreement between the Customer, Authorized User, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions.

- (A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.
- (B) One Joint User or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or Authorized Users in the application for Service. Service Orders that involve the start, rearrangement or discontinuance of joint use or authorized use of Service will be accepted by the Company only from that Customer and will be subject to all requirements of this Tariff.

SECTION 2 – RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 (continued)

- (C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or Authorized User that has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or Authorized User will be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each joint or Authorized User must submit to the designated Customer a letter guaranteeing payment for the joint or Authorized User's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each Joint User or Authorized User.
- (D) Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

- 2.4.5 If the Company reasonably concludes that Customer-provided equipment does not pass back appropriate answer supervision to the long distance network, the Company will notify the Customer. If the Customer cannot correct the problem and if Customer-provided equipment continues to provide inappropriate answer supervision to the long distance network, the Company reserves the right to suspend or terminate the Customer's Service. The Company will give the Customer five (5) days' written notice of its intent to terminate Service.

SECTION 2 – RULES AND REGULATIONS

2.4 Use of Service (continued)

- 2.4.6 From time to time, the Company may grant credits against usage or monthly recurring or non-recurring charges in an amount not to exceed \$1,000 per Customer or account per monthly billing period whenever the Company determines in its sole discretion that such credit is warranted due to considerations involving the delivery of past service to the Customer or account receiving the credit.
- 2.4.7 The Customer will be billed directly by the LEC or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Switched Services. At the Customer's request, the Company may act as agent in the ordering of such arrangements. In instances where the Company orders such arrangements as an agent for the Customer, the Company will bill the Local Access charges to the Customer.
- 2.4.8 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC, not the Company; provided that where the Company has a Carrier Identification Code (CIC) separate from that of the DUC and the Customer uses 10XXX or similar means to access that CIC, the Customer remains a Customer of the Company if the agreement between the Company and the DUC so provides.

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting from Customer's (or its employees', agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or rates, or unauthorized or illegal acts of the Customer or its End User, its employees, agents, or independent contractors.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the Service(s) provided under this Tariff, any Circuit, apparatus, system or method provided by the Customer.
- (D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (E) Violations by Customer or End User of the right to privacy.
- (F) Any other claims whatsoever relating to, or arising from, message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, 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 provision of Service, whatever the cause and whether negligent or otherwise.
- (I) Claims related to lost or stolen calling cards, except as described in Section 2.24 of this Tariff.
- (J) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer or Authorized Users.

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (K) Defacement of, or damage to, the Customer's Premises resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises.
- (L) Claims arising out of the use of Services or Company-Provided equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.
- (M) Any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's Circuits, facilities, or equipment connected to Services. This includes without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's Circuits, facilities or equipment, and proceeding to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate Service(s).

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

(N) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting (1) from Customer (or its employee's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or prices to End Users of Customers, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor.

2.5.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.

2.5.3 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

2.5.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.5 The Customer is responsible for payment for all calls originated at the Customer's number(s), accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying for all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part. These responsibilities are not changed due to any use, misuse or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees or the public. Where such waiver is permitted by applicable law, a Customer acquiring authorization code Service from the Company expressly and voluntarily waives the provisions of Section 226.12(b) of Regulation Z, 12 C.F.R. § 226.12(b).
- 2.5.6 The termination or disconnection of Service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, and 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.5.7 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the long distance network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.8 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.17 of this Tariff for additional information regarding the Customer's obligations concerning taxes.
- 2.5.9 The Customer will be liable for reimbursing the Company for damages to facilities or Company-Provided equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, contractors, or authorized or unauthorized End User(s).
- 2.5.10 If Service is terminated pursuant to Section 2.2.5, Section 2.2.6 or Section 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, the Customer will be deemed to have canceled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.

SECTION 2 – RULES AND REGULATIONS

2.4 Obligations of the Customer (continued)

2.5.11 The Customer will indemnify and hold the Company harmless against any and all liabilities, costs, damages, and expenses resulting from claims by third parties that any calling card or PIN has been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company.

2.5.12 If the Company is acting as an agent of the Customer for ordering Dedicated Access for the provision of Switched Service(s) and if the Customer is to be exempted from the monthly Special Access Surcharge charged by the Local Access Provider, it is the Customer's responsibility to provide the Company with an Exemption Certificate.

2.5.13 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.14 If an entity other than the Company (e.g. another carrier or supplier) imposes charges on the Company in connection with service provided to a specific Customer and those charges are not specifically listed in this Tariff, those charges will be billed to the Customer on a pass-through basis. The Customer is responsible for payment of such charges.

2.5.15 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees, surcharges, taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Customer's Service, that entity's charges may be passed through to the Customer. The Customer is responsible for the payment of all such charges.

2.5.16 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.17 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Customer shall reimburse the Company, in addition to any other remedy, for attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

2.5.18 Company-Provided Equipment

- (A) The Company will accept orders from an agent appointed by the Customer. An agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for the Data Service will be sent to the agent and issued in the name of the Customer, in care of the agent. Regardless of the authority the Customer has given the agent to act on behalf of the Customer, the Customer retains responsibility for compliance with Tariff regulations and any act or omission of the agent.
- (B) When Company or Third Party Vendor personnel must install, repair, maintain, program, inspect, remove equipment associated with the provision of the Service or implement changes the Customer has ordered, the Customer is responsible for arranging access to its premises at times mutually acceptable to the Company or the Third Party Vendor. An impairment may only be evident at certain times (e.g., a certain hour of the day). In such cases, Customer must make Service available for testing during the same time periods the trouble condition is to be corrected.

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.18 Company Provided Equipment (continued)

- (C) The Customer must pay the Company for replacement or repair of Service when damage to Company-Provided equipment and/or facilities results from the negligence or willful act of the Customer or End User or improper use of Service by the Customer or End User. After receipt of payment for the damages, the Company will cooperate with the Customer in its claim against any third party causing damage to Service.
- (D) The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company. The Customer shall ensure that:
 - .1 its equipment and/or system is properly interfaced with the Company-Provided equipment and facilities; and
 - .2 the signals emitted into the long distance network are the proper mode, Bandwidth, power, and signal level for the intended use of the Customer; and

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.18 Company-Provided Equipment (continued)

(D) (continued)

- .3 the signals do not damage Company-Provided equipment and/or facilities, injure Company or Third Party Vendor personnel, or degrade Service to other Customers.

If the F.C.C. or another appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications Service, the Company will permit such equipment to be connected with the Channels without the use of protective interface devices.

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.18 Company-Provided Equipment (continued)

- (E) If the Customer fails to maintain its equipment and/or its system properly and this results in harm to:
- .1 Company-Provided equipment or facilities, or
 - .2 Company's or Third Party Vendor's personnel, or
 - .3 quality of Service to other Customers of the Company, or
 - .4 quality of Service to subscribers of a Third Party Vendor providing a portion of Service, the Company may, upon written notice, require the use of protective equipment by the Customer at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may terminate the Customer's Service without liability.
- (F) The Customer is responsible for reimbursing the Company for charges incurred for special construction and/or special facilities that were ordered by the Company on the Customer's behalf at the Customer's request.

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.18 Company-Provided Equipment (continued)

- (G) The Customer must pay the Company for replacement or repair of damage to Company-Provided equipment or facilities if caused by:
- .1 the negligence or willful act of the Customer, End Users, or others; or
 - .2 the improper use of Services; or
 - .3 the use of equipment provided by Customers or End Users.
- (H) In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- (I) The Customer shall indemnify and hold the Company and its affiliates harmless against and from any court, administrative or agency action, suit or similar proceeding brought against Company and/or any affiliate of the Company for:

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.18 Company-Provided Equipment (continued)

- (J) The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, 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, presence, condition, location or use of Service or equipment and facilities of Company associated with the Service, unless such installation, operation, failure to operate, maintenance, condition, location or use is the direct result of the Company's knowing and willful misconduct.

- (K) In the event parties other than Customer (e.g., Customer's customers or Authorized Users) shall have use of the Service directly or indirectly through Customer, Customer shall forever indemnify and hold Company and any Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects or any claims.

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.18 Company-Provided Equipment (continued)

- (L) Customer agrees to defend the Company against the claims as set forth in Section 2.5.20 of this Tariff and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.
- (M) The Customer agrees to operate any Company-Provided equipment in accordance with instructions of the Company or the Company's agent or designee. Failure to do so shall void any Company liability for interruption of Service and may make Customer responsible for damage to equipment.
- (N) Facilities utilized by the Company or a Third Party Vendor to provide Service under the provisions of this Tariff remains the property of the Company. Customer agrees to return to the Company or authorized Third Party Vendor all Company-Provided equipment 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 excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company (e.g., the cost of the equipment) due to Customer's failure to comply with this provision.

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.18 Company-Provided Equipment (continued)

- (O) The Customer shall be solely responsible, at its own expense, for the overall design of Service and for any redesigning or rearrangement of Service which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.6 Application For Service

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate and that complies with the rules of the Commission. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with this Tariff. The Applicant may be required to establish credit satisfactory to the Company as provided in Paragraph 2.7

SECTION 2 – RULES AND REGULATIONS

2.7 Establishment of Credit**2.7.1 Applicant**

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

2.7.2 Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

SECTION 2 – RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments**2.8.1 Customer Deposits****(A) General**

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.2 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed.

(B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for two months' Service. The Company will determine the amount of the deposit.

(C) Interest on Deposits

The Company will not pay interest on deposits.

SECTION 2 – RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.1 Customer Deposits (continued)

(D) Return of Deposit

A deposit will be returned:

- When an application for Service has been canceled prior to the establishment of Service; or
- At the end of one year of satisfactory payments for Service; or
- Upon discontinuance of Service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

SECTION 2 – RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.2 Advance Payments

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

- (A) the Customer's or Applicant's payment history (if any) with the Company and its affiliates;
- (B) Customer's ability to demonstrate adequate ability to pay for the Service;
- (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;
- (D) information relating to Customer's management, owners, and affiliates (if any); and
- (E) the Applicant's or Customer's actual long distance usage. The Company does not pay interest on advance payments.

SECTION 2 – RULES AND REGULATIONS

2.9 Rendering Bill

2.9.1 General

- (A) The Company uses cycle billing. The billing period is one (1) month. Except for fraud, charges may be assessed for unbilled traffic up to two (2) years in arrears. The Customer will have at least twenty-one (21) days from the rendition of a bill to pay the charges stated.
- (B) The Company utilizes direct billing by the Company or an authorized billing agent. The Company may also utilize LEC billing or credit card billing. The availability of the billing option is controlled by the Company not the Customer. All billing options may not be available for a specific Service offering.
- (C) If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash. 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.
- (D) In instances where the Company orders Dedicated Access as an agent for the Customer, the Company will become the customer-of-record with the Local Access Provider. The Company will bill the Local Access charges to the Customer on a pass-through basis. Any credits issued by the Local Access Provider for service outages will be shown on the Customer's invoice on a pass-through basis.

SECTION 2 – RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

- (E) Where billing systems allow, Credit Card billing and automatic withdrawal from the Customer's checking or savings account are available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash.
- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month.
- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.

SECTION 2 – RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

- (H) Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.
- (I) In the event that the Company's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of the non-performance by the Customer of any obligation set forth in this Tariff, the Customer shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide Service.

SECTION 2 – RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company And/Or Authorized Billing Agent

(A) General

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. All bills will be in English. Call detail is available with the bill. Payment in full is due by the due date disclosed on the bill which is at least twenty-one (21) days from the rendition of a bill to pay the charges stated. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of 1.5% per month. The one-time penalty shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies. Charges for any of the Company's Services will be direct-billed by the Company or an authorized billing agent. Customers subscribing to certain Services may elect or be required to receive a bill via electronic means.

SECTION 2 – RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company Or Authorized Billing Agent

(B) Credit Card Billing

With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

(C) Automatic Withdrawal From Checking or Savings Account

If offered by the Company for certain Services and utilized by the Customer, the charges for Services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Call detail will be provided by the Company in a separate mailing.

SECTION 2 – RULES AND REGULATIONS

2.10 Disputed Charges

- 2.10.1 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim.
- 2.10.2 Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Service Department as per Section 2.11 of this Tariff.
- 2.10.3 Failure of the Customer to participate in the Company's effort to resolve a dispute or claim will constitute a waiver of the Customer's rights to a continuance of Service.
- 2.10.4 A Business Customer must advise the Company that all or part of a charge is in dispute by written notice. If the Company and a Customer fail to resolve a matter in dispute, the Company shall advise the Customer of its right to file an informal or formal complaint with the Commission under 4 CSR 240.070. Customers may contact the Commission in writing at the following address: Missouri Public Service Commission, 200 Madison Street, Suite 100, P. O. Box 360, Jefferson City, Missouri 65102 or via telephone at (800) 392-4211.

SECTION 2 – RULES AND REGULATIONS

2.11 Customer Service Department

Customer correspondence must be addressed to the attention of the Customer Service Department and sent to 550 Broad Street, 3rd Floor, Newark, NJ 07102. The Customer may also contact the Company's Customer Service Department by calling a toll free number. The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers subscribing to any of the Company's Calling Card Services, the Customer Service number is displayed on the card and provided in the information sent to the Customer with the calling card. For Customers using Credit Card billing or automatic withdrawal from the checking or savings account, the Company's Customer Service address and toll free number are provided with the Customer's call detail. Customer Service representatives are available to assist with Customers inquiries from 8:00 AM to 5:00 PM, Eastern Time, Monday through Friday, excluding holidays. If a Customer calls Customer Service after hours, the call goes to a voice mail system or an answering machine. If the call is not an emergency, the answering machine takes a message for a return call. If the call is a service emergency, the Customer is referred to an 800/888 number that is answered twenty four hours per day, 365 days per year.

2.12 Timing of Calls

2.12.1 Chargeable time ends when the calling Station hangs up thereby releasing the network connection. If the called Station hangs up but the calling Station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator.

SECTION 2 – RULES AND REGULATIONS

2.13 Changes to Rates and Charges

The Company may adjust its current rates and charges for Services in accordance with Commission rules.

2.14 Changes to DUC

The Company determines the DUC for any given Service and may change the DUC at any time. The Company will determine in its sole discretion whether any notice regarding any such changes will be provided to Customers and the form, content, and timing thereof.

2.15 Changes to Service Offerings

The Company reserves the right to add, change, or delete Services and/or DUCs at any time.

2.16 Terminal Equipment

Services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry that are not barred by the Federal Communications Commission.

SECTION 2 – RULES AND REGULATIONS

2.17 Taxes, Surcharges, and Fees

2.17.1 General

- (A) In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, and fees apply to Services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. The Company may impose a surcharge on its Customers to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff. Pursuant to 4 CSR 240.33.040, all taxes subject to the jurisdiction of the Commission, must be approved by the Commission.
- (B) Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, surcharges, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, surcharges, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, surcharges, taxes, or similar liabilities and any of the challenged assessments, duties, fees, surcharges, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company

SECTION 2 – RULES AND REGULATIONS

2.17 Taxes, Surcharges, and Fees**2.17.2 Tax Exemption Certificate**

- (A) In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. New Customers are required to provide the requested documentation at the time Service is ordered.
- (B) Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges.
 - .1 At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and will be responsible for the payment of same until such time as the Company has ceased billing the applicable taxes.
 - .2 The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority.
- (C) Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

SECTION 2 – RULES AND REGULATIONS

2.18 Interruption of Service

- 2.18.1 Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.18.2 To prevent possible unauthorized, fraudulent, or unlawful use of Service, the Company may initiate Blocking of all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.18.3 No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration or for any other circumstance including but not limited to cutoff, wrong number, or poor transmission. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.
- 2.18.4 If the Customer desires a credit for any Service interruption, the Customer must contact the Company via telephone or in writing. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer.

SECTION 2 – RULES AND REGULATIONS

2.19 Cancellation of Service By Customer**2.19.1 Cancellation of an Existing Service**

- (A) Unless the Customer has signed a term plan agreement, the Company may require the Customer to give thirty (30) days' written or oral notice to the Company. Notice should be addressed to the Company's Customer Service Department. Cancellation of the Customer's Service will be effective when the Customer's account status is changed to inactive in the appropriate data base(s).
- (B) For rules and regulations regarding cancellation of a term plan agreement, see Section 2.25 of this Tariff.

2.19.2 Customer Cancels An Order For Special Facilities or Dedicated Access Arrangements Before Service Begins

If a Customer (1) orders Service requiring special facilities dedicated to the Customer's use or requests that the Company order Dedicated Access arrangements as an agent of the Customer and (2) subsequently cancels its order before Service begins, before completion of the minimum Service period or before completion of some other period mutually agreed upon by the Customer and the Company, the Customer is responsible for all costs incurred expressly on behalf of the Customer by the Company including those costs the Company incurred as an agent of the Customer. If special construction has either begun or has been completed, but Service has not been provided at the time the Customer cancels Service, the Customer is responsible for all construction costs incurred by the Company on the Customer's behalf.

SECTION 2 – RULES AND REGULATIONS

2.19 Cancellation of Service By Customer (continued)**2.19.3 Customer With Dedicated Access**

Cancellation of the Customer's Services will be effective when the DUC cancels the ANIs submitted by the Company, or when the Customer's Dedicated Access facilities are moved to another IXC, as authorized by the Customer.

2.19.4 Cancellation by Non-Usage

If billing records received from a DUC show that a Customer has had no usage with the Company, on one or more lines for a period of forty-five (45) days or more, the Company may conclude that the Customer has moved Service to another carrier, or disconnected Service, whereupon the Company may treat the Service with the Company as having been canceled by the Customer. In such event, the Company may inform the Customer of such treatment. In the event the Company so informs the Customer and the Customer does not notify the Company within seven (7) days that it does not wish to cancel and has not canceled Service with the Company, the Company may take all further steps necessary to complete the cancellation of Service.

2.19.5 Effect of Cancellation or Transfer of Customer Account

When a Customer cancels Services, a termination fee may apply.

SECTION 2 – RULES AND REGULATIONS

2.20 Termination of Service By Company

2.20.1 The Company may terminate Service to the Customer upon five (5) days' verbal or written notice to the Customer for any condition listed in Section 2.2.6 of this Tariff. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company.

2.20.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

2.20.3 Cancellation by Non-Usage

If billing records received from a DUC show that a Customer has had no usage with the Company, on one or more lines for a period of forty-five (45) days or more, the Company may conclude that the Customer has moved Service to another carrier, or disconnected Service, whereupon the Company may treat the Service with the Company as having been canceled by the Customer. In such event, the Company may inform the Customer of such treatment. In the event the Company so informs the Customer and the Customer does not notify the Company within seven (7) days that it does not wish to cancel and has not canceled Service with the Company, the Company may take all further steps necessary to complete the cancellation of Service.

SECTION 2 – RULES AND REGULATIONS

2.21 Restoration of Service

The use and restoration of Services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.22 Notices

Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery or delivery via email, or the day the notice is left at the Customer's Premises.

2.23 Special Service Arrangements

Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly, and/or other special Services, may be furnished in addition to existing Tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable, for the special service arrangements will be developed upon Customer's request. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this Tariff.

SECTION 2 – RULES AND REGULATIONS

2.24 Call Charges

2.24.1 Chargeable time begins when the calling and the called station are connected. Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

2.24.2 The Company will not bill for unanswered calls in areas where equal access is available. The Company will not knowingly bill for unanswered calls in areas where equal access is not available.

SECTION 2 – RULES AND REGULATIONS

2.25 Term Plan Commitments**2.25.1 General**

- (A) As a condition of obtaining Service or a specific optional pricing plan, the Customer is required to sign a term plan agreement.
- (B) By signing a term plan agreement, the Customer commits to remain a Customer of Company for a specified length of time.

2.25.2 Early Termination Fee

Early termination fees apply if the Customer cancels Service prior to the end of the Service Commitment Period. The early termination fee is calculated by multiplying the number of months remaining in the term plan agreement times the monthly recurring charge.

2.25.3 Term Plan Renewal

Ninety (90) days prior to the expiration of a Customer's term plan agreement, the Company will send the Customer a letter advising the Customer the date the term plan expires. If the Customer does not notify the company in writing of its intent to cancel the existing term plan agreement, the term plan agreement will automatically renew on the expiration date of the term plan agreement for the same MAC and length of term plan. Within thirty (30) days of the automatic renewal date of a term plan agreement if the Customer provides written notice to the Company that the Customer wishes to cancel the new term plan agreement, the Company will waive all term plan cancellation penalties.

SECTION 2 – RULES AND REGULATIONS

2.26 Agreements, Proposals, and Warranties

2.26.1 The applicable terms, rates, and conditions specified in this Tariff, before or after subscription, constitute the only agreement between the parties with respect to Service(s) to which the Customer has subscribed, or desires to subscribe. Statements (whether written or oral) may have been made about the Service(s) specified in this Tariff. Such statements, however, do not constitute warranties, shall not be relied upon by the Customer, and are not part of the parties relationship. All prior agreements, proposals, representations, or understandings, concerning the Service(s) are also deemed superseded upon the Customer's subscription. The applicable Tariff sections constitute the complete and exclusive expression of the parties' relationship. These Tariff provisions may only be modified by: (1) a subsequent Tariff filing, or (2) a written agreement, signed by an authorized Company representative, which identifies both the Tariff provisions being modified or superseded, if applicable, and the specific nature of the change.

2.26.2 All implied warranties, including the implied warranty of merchantability, are disclaimed. The Company does not warrant that the Service(s) are fit for the particular purpose of the Customer. The Company makes no warranties with respect to the Service(s) other than the Service(s) will conform to the description contained in the Tariff. Further Company liability will be such as described in Section 2.3 of this Tariff.

SECTION 2 – RULES AND REGULATIONS

2.27 Toll Free Service

- 2.27.1 The Company will accept a Customer's or Applicant's request for a particular Toll Free Number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the Toll Free Number will be made prior to the initiation of Service to the Customer. Assignment of the Toll Free Number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active Toll Free Number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer A Toll Free Number to another person, the Company may refuse to establish Service. If a Customer's Toll Free Number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the Toll Free Number, the Company, may upon written notice, discontinue Service.
- 2.27.2 The availability of toll-free numbers from the Company is limited by the Company's ability to obtain toll-free numbers from the DUC and/or the 800 SMS Database.
- 2.27.3 If a Customer owes an outstanding balance (30 days or more) to the Company at the time of cancellation of Toll Free Service, then the Customer's Toll Free Number shall not be released to another long distance carrier or Resp Org until such time as all charges are paid in full and all disputes, if any, resolved.
- 2.27.4 The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of Toll Free Service, this also applies to third parties who dial the Customer's Toll Free Number by mistake. Compensation for any injury the Customer may suffer due to the fault of others than the Company must be sought from such other parties.

SECTION 2 – RULES AND REGULATIONS

2.27 Toll Free Service (continued)

2.27.5 The Company does not guarantee the availability of any Toll Free Number(s) or the commencement of Toll Free Service within any interval. Where the Company's Toll Free Service is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's Service order, or the Customer is provided with a number or numbers other than the one(s) requested by the Customer and accepted by the Company and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual and direct monetary damages incurred and proved by the Customer as the direct result of such failure or failures (but not including indirect, special, consequential, punitive or exemplary damages or loss of profits of any kind, or (b) the sum of \$100.00.

2.27.6 A Customer of Toll Free Service will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage. Company reserves the right to request traffic data which dependent on the forecast may delay Service due to the addition of facilities.

2.20.7 If a Customer of Toll Free Service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company will give the Customer five (5) days' written notice by first class U.S. mail of intent to suspend or deny Service due to such non-compliance.

2.20.8 The Company reserves the right to require Customer(s) requesting Toll Free Service to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.

SECTION 2 – RULES AND REGULATIONS

2.28 Changes to Service Offerings.

The Company reserves the right to add, change, or delete underlying carriers at any time.

2.29 Promotional Offerings

The company will, from time to time, offer one or more of the following promotions to its Customers waiving or reducing certain rates, charges, fees, or penalties in response to media advertising, direct mail solicitation, telemarketing and/or direct sales presentations. These promotional offerings will be available to Customers who subscribe to one of the Services contained in this Tariff. The promotional offerings may contain a requirement that the Customer remain subscribed to a particular Service for a specified term. Promotions are subject to the prior approval of the Missouri PSC.

SECTION 3 – DESCRIPTION OF SERVICES

3.1 Service Offerings

Unless otherwise stated in the Tariff, the method of provisioning a specific Service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound Services are only available in equal access areas. All Services are interstate Services with the Customer having the option to use the Service to place intrastate calls. The Company's rate plans are offered based on the Customer's SCP. For the purpose of the selection of the Service and associated billing plan, the Service and billing plan selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer.

3.2 Integrated Voice and Data Service

Integrated Voice and Data Service is an outbound customized business telecommunication Service designed to provide a unified Service for single or multi-location Business Customers. Customers who subscribe to this service must designate the Company as the presubscribed carrier for intraLATA and interLATA calling concurrent with enrollment in this Service. This Service offers the Business Customer telecommunications services as a bundle or package, combining unlimited intraLATA toll, intrastate and interstate long distance and Toll Free Service; and non-regulated services. The Company determines the DUC. The Company reserves the right to adjust a Customer's service upon appropriate Customer notification. Customers subscribing to this Service must commit to a Service Commitment Period. Early termination fees as set forth in Section 2.25 apply if the Customer cancels Service prior to the end of the Service Commitment Period. The rates set forth in Section 4 for this service are for the intrastate long distance services only.

SECTION 3 – DESCRIPTION OF SERVICES

3.3 Directory Assistance

Directory Assistance is available to the Company's presubscribed Customers. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

SECTION 4 – RATES AND CHARGES

4.1 General

Rates for Service may vary by call type and/or term commitments. Monthly fees and installation charges may apply. Call timing is defined in the description for each service. Service is available 24 hours per day, 7 days per week.

4.2 Directory Assistance

Per Call Rate: \$1.95

SECTION 4 – RATES AND CHARGES

4.3 Integrated Voice and Data Service

	Service Option	Service Commitment Period	MRC
4.1.1	Option 1	1 month	\$103.50
4.1.2	Option 2	3 months	\$ 50.25
4.1.3	Option 3	6 months	\$ 48.00
4.1.4	Option 4	9 month	\$ 45.75
4.1.5	Option 5	12 months	\$ 43.50
4.1.6	Option 6	15 months	\$ 41.25
4.1.7	Option 7	18 months	\$ 39.00
4.1.8	Option 8	21 months	\$ 36.75
4.1.9	Option 9	24 months	\$ 34.50
4.1.10	Option 10	27 months	\$ 32.25
4.1.11	Option 11	30 months	\$ 30.00
4.1.12	Option 12	33 months	\$ 27.75
4.1.13	Option 13	36 months	\$ 25.50
4.1.14	Option 14	39 months	\$ 23.25
4.1.15	Option 15	42 months	\$ 21.00
4.1.16	Option 16	45 months	\$ 18.75
4.1.17	Option 17	48 months	\$ 16.50
4.1.18	Option 18	51 months	\$ 14.25
4.1.19	Option 19	54 months	\$ 12.00
4.1.20	Option 20	57 months	\$ 9.75
4.1.21	Option 21	60 months	\$ 7.50

SECTION 4 – RATES AND CHARGES

4.4 Miscellaneous Charges

- 4.4.1 To the extent that a municipality, other political subdivision or local agency of government, state or federal Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 4.4.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

SECTION 4 – RATES AND CHARGES

4.4 Miscellaneous Charges (continued)

4.4.3 Public Pay Telephone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a Customer's toll free numbers and/or Calling Cards, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.30 per call for all such traffic.

4.4.4 Return Check Charge

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$25.00.