

EXHIBIT C
Illustrative Tariffs

MISSOURI TELECOMMUNICATIONS TARIFF

Rates, Terms and Conditions
Relating to the Provision of Competing Local Exchange Service in the State of Missouri

TNCI Operating Company LLC

114 E. Haley Street, Suite A
Santa Barbara, CA 93101

Regulations and Schedule of Charges Applying to
Competitive Local Exchange Telecommunications Services

Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange telecommunications Services provided by TNCI Operating Company LLC ("TNCI") within the State of Missouri. This Tariff is on file with the Missouri Public Service Commission ("Commission"). This Tariff may also be inspected during normal business hours at TNCI's principal place of business at 114 E. Haley Street, Suite A, Santa Barbara, CA 93101.

TNCI Operating Company LLC operates as a competitive telecommunications company within the State of Missouri.

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WAIVER OF RULES AND REGULATIONS

The following Rules and Regulations have been waived for purposes of offering network services as set forth herein:

Statutes:

392.210.2	Accounting requirements (system of accounts)
392.240.1	Reasonableness of rates
392.270	Accounting requirements (valuation of property)
392.280	Accounting requirements (depreciation rates/accounts)
392.290	Issuance of stocks, bonds and other indebtedness
392.300	Transfer of property and ownership of stock
392.310	Approval of issuing stocks, bonds and other indebtedness
392.320	Certificate of Commission to be recorded-stock dividends
392.330	Accounting requirements (proceeds of sales of stock, bonds, notes, etc.)
392.340	Company reorganization

Rules:

4 CSR 240-3.520	Applications to sell or transfer assets
4 CSR 240-3.525	Applications to merge or consolidate
4 CSR 240-3.530	Applications to issue stocks, obtain loans
4 CSR 240-3.535	Applications to acquire stock
4 CSR 240-3.545(8)(C)	Listing of Waivers in Tariff
4 CSR 240-3.550	Telco Records and Reports (except (5)(B), (D) and (E))7
4 CSR 240-3.555	Residential Customer Inquiries
4 CSR 240-3.560	Procedure for Ceasing Operations
4 CSR 240-10.020	Depreciation Records
4 CSR 240-30.020	Residential Telephone Underground Systems
4 CSR 240-30.040	Uniform System of Accounts
4 CSR 240-32.010	General Provisions
4 CSR 240-32.040	Metering, Inspections and Tests
4 CSR 240-32.050	Customer Services
4 CSR 240-32.060	Engineering and Maintenance
4 CSR 240-32.070	Quality of Service
4 CSR 240-32.080	Service objectives and surveillance levels
4 CSR 240-32.090	Connection of equipment and Inside Wiring
4 CSR 240-32.100	Provision of Basic Local and Interexchange Services
4 CSR 240-32.130-170	Prepaid Calling Cards (except 32.140 and 32.150(1))
4 CSR 240-32.180-190	Caller ID blocking requirements
4 CSR 240-33.010	Service and Billing Practice General Provisions
4 CSR 240-33.040	Billing and Payment standards
4 CSR 240-33.045	Clear identification and placement of charges on bills
4 CSR 240-33.050	Deposits
4 CSR 240-33.060	Residential Customer Inquiries
4 CSR 240-33.070	Discontinuance of service
4 CSR 240-33.080	Disputes by Residential Customers
4 CSR 240-33.090	Settlement agreements with residential customers
4 CSR 240-33.130	Operator service requirements
4 CSR 240-33.140	Payphone requirements (except (2))
4 CSR 240-33.150	"Anti-slamming" requirements
4 CSR 240-33.160	Customer Proprietary Network Information

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TABLE OF CONTENTS

Waiver of Rules and Regulations	2
Table of Contents.....	3
Concurring Carriers.....	4
Connecting Carriers.....	4
Other Participating Carriers	4
Explanation of Symbols	5
Tariff Format.....	6
Application of Tariff	7
Section 1 - Definitions and Abbreviations	8
Section 2 - Rules and Regulations.....	12
2.1. Undertaking of TNCI.....	12
2.2. Prohibited Uses	26
2.3. Obligations of the Customer	29
2.4. Customer Equipment and Channels	36
2.5. Payment Arrangements.....	37
2.6. Interruptions of Service.....	47
2.7. Restoration of Service	50
2.8. Use of Customer's Service By Others.....	51
2.9. Cancellation of Service By Customer.....	52
2.10. Cancellation of Service By TNCI	53
2.11. Notices and Communications.....	55
2.12. Full Force and Effect.....	55
2.13. Taxes, Fees and Surcharges	55
2.14. Missouri Universal Service Fund.....	56
Section 3 – Description of Service.....	57
3.1. Application of Rates and Charges.....	57
3.2. Exchange Services.....	59
3.3. Optional Calling Features	61
3.4. Service Provider Options.....	65
Section 4 – Rates	66
4.1. Service Connection and Maintenance Charges.....	66
4.2. Exchange Services Rates and Charges.....	67
4.3. InterLATA and Intrastate Presubscription	76
Section 5 – Promotions.....	78
5.1. Promotions.....	78
Section 6 – Individual Case Basis Agreements.....	79
6.1. Individual Case Basis Agreements.....	79

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- (C) Change in the offering
- (D) To signify a discontinued regulation.
- (I) To signify increased rate.
- (M) To signify material relocated from or to another Tariff location.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate.
- (T) To signify a change in text only.

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TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, when a new Sheet is added between Sheets already in effect, a decimal is added. For example, a new Sheet added between Sheets 14 and 15 would be 14.1.
- B. Numbers** - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:

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

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APPLICATION OF TARIFF

- A.** This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of competing local exchange Services offered by TNCI to Customers in the State of Missouri, subject to availability.
- B.** TNCI has been granted Commission authority to provide Local Exchange Service in the areas served by AT&T, Inc. Company's Local Exchange Service area is consistent with that of AT&T, Inc. as set forth in Section 1.3. *et seq.* of Southwestern Bell Telephone Company d/b/a AT&T Missouri P.S.C. Mo. - No. 24, Local Exchange Tariff, which Company adopts as its own.
- C.** The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by TNCI and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of TNCI. This Tariff does not cover any information service or other unregulated service offered by TNCI.
- D.** TNCI may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of TNCI at variance with the terms hereof, or any failure, refusal or neglect of TNCI 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 TNCI to exercise any right, power or option hereunder.
- E.** The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- F.** This Tariff is governed and interpreted according to applicable Laws and regulations of Missouri.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff are defined in this section. Other terms having reference only to a specific Service offered by TNCI may be defined in the sections applicable to that Service.

Access Line: A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

Applicant: The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to TNCI for Services provided as set forth in this Tariff.

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

Basic Local Exchange Service: Service that includes the following:

- * Single-party Service;
- * Voice grade access to the public switched network;
- * Support for local use;
- * Dual tone multifrequency signaling (touch-tone);
- * Access to emergency Services (911);
- * Access to operator Services;
- * Access to Interexchange Services;
- * Access to directory assistance; and
- * Toll limitation Services.

Business Customer: A Business Customer is a Customer who subscribes to TNCI's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature. Please note, TNCI only offers Service(s) to business customers;

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

Carrier: An entity certified by the Commission to provide telecommunications Services within the State of Missouri.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Central Office: A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines.

Channel: A communications path between two or more points of termination.

Commission: The Missouri Public Service Commission

Company: TNCI Operating Company LLC ("TNCI"), the issuer of this Tariff.

Customer: The commercial individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which contracts for telephone Service and is responsible for the payment of charges and compliance with the rules and regulations of TNCI. TNCI offers Service(s) to exclusively to commercial customers within the State of Missouri.

Customer Premises: A location designated by the Customer for the purposes of connecting to TNCI's Services.

Directory Listing: The publication in alphabetical directory published by an incumbent local exchange carrier ("ILEC") of information relative to a subscriber's telephone number, by which telephone Authorized Users are enabled to ascertain the telephone number of a desired telephone.

Disconnect or Disconnection: The termination of a circuit connection between the Originating Station and the Called Station or TNCI's operator.

End User: Any person, firm, corporation, partnership or other entity that uses the Services of TNCI under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer. Also see "Authorized User."

Exchange: A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

Facility or Facilities: Includes, in the aggregate or otherwise, but is not limited to, the following: Channels, Lines, Apparatus, Devices, Equipment, Accessories, Communications paths and Systems, which are provided by TNCI and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Force Majeure: Causes beyond TNCI's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over TNCI, or of any department, agency, commission, bureau, corporation related thereto.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

Installation Charges: Charges, which are assessed on a non-recurring basis at the establishment of a Service.

Interexchange: Telephone calls, Traffic, Facilities or other items that originate in one Exchange and terminate in another.

InterLATA: A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

IntraLATA: A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

Joint User: An individual, partnership, association or corporation sharing a Customer's Exchange Service according to the provisions of this Tariff for such shared use.

LATA (Local Access and Transport Area): A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 or its successor Tariffs.

Local Calling Area: One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

Local Exchange Carrier ("LEC"): A company that furnishes Local Exchange telecommunications Service.

Local Exchange Service: The furnishing of telecommunications Service to individual and Business Customers within a specified geographical area for Basic Local Exchange Service.

Local Exchange Service Area: The area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of TNCI or of other telephone companies.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Premises: The building, or portion or portions of a building or structure, occupied at one time by a Customer either as a residence or for business use.

Service(s): The intrastate telecommunications Service(s) that TNCI offers as set forth in this Tariff.

Station: Telephone equipment from or to which calls are placed.

Telecommunications Relay Service (TRS): Enables the Deaf, hard-of-hearing, or speech-impaired who use a text telephone or similar devices, and non-impaired callers to freely communicate with each other.

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

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SECTION 2 - RULES AND REGULATIONS**2.1. UNDERTAKING OF TNCI****2.1.1. Scope**

- A. TNCI undertakes to furnish competitive Local Exchange communications Services within the State of Missouri pursuant to the rates, terms and conditions set forth in this Tariff.
- B. Customers and Authorized Users may use Services and Facilities provided under this Tariff to obtain access to Services offered by other service providers. TNCI is responsible under this Tariff only for the Services and Facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to TNCI network in order to originate or terminate its own services, or to communicate with its own customers.
- C. TNCI offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- D. TNCI does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- E. TNCI's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, and three-hundred and sixty-five (365) days per year.
- F. TNCI may, at TNCI's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.2. Shortage of Equipment or Facilities

- A. TNCI reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by TNCI, when necessary because of lack of Facilities, or due to some other causes beyond TNCI's control.
- B. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of TNCI's Facilities as well as Facilities TNCI may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of TNCI.
- C. Notwithstanding anything else in this Section, the quality of Service will meet or exceed the minimum standards set forth in Commission regulations as amended from time to time.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.3. Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar days.
- B. Customers may be required to enter into written Service orders, which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff; further, Customers will also be required to execute any other documents as may be reasonably requested by TNCI.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) calendar days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service order and this Tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service order, shall survive such termination.
- D. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from TNCI. Customers who have service with another carrier under contract may incur early termination fees to subscribe to TNCI's Services.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.4. Liability of TNCI**

Because the Customer has exclusive control of its communications over the Services furnished by TNCI, and because interruptions and errors incident to these Services may be unavoidable, the Services TNCI furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

- A. Liability for Service Disruption - The liability of TNCI for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by act or omission, shall be limited to the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of TNCI. TNCI will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any TNCI Service, equipment, or Facilities, or the acts or omissions or negligence of TNCI's employees or agents.
- B. Indemnification - TNCI will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless TNCI from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
 - 1. Circumstances Beyond TNCI's Control - TNCI shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over TNCI, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military Commission; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve TNCI's employees.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.4. Liability of TNCI, Continued****B. Indemnification, Continued**

2. Acts of Other Entities - TNCI shall not be liable for: (a) any act or omission of any entity furnishing TNCI or TNCI's Customers facilities or equipment used for or with the Services TNCI offers, or (b) for the acts or omissions of other Carriers or warehousemen.
3. Acts of the Customer - TNCI shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises Equipment ("CPE") purchased or leased from TNCI by the Customer.
4. Damage to Customer's Premises - TNCI shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of TNCI's agents or employees.
5. Liability for Acts of Other Carriers or Companies - TNCI shall not be liable for any act or omission of any other companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with TNCI Services.
6. Liability for Transmission Errors - TNCI shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of TNCI, (1) caused by Customer-provided equipment or (2) not prevented by Customer-provided equipment but which would have been prevented had TNCI-provided equipment been used.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.4. Liability of TNCI, Continued****B. Indemnification, Continued**

7. Disconnection of Service - TNCI shall not be liable for the Disconnection of Service, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations; or
8. Violations - TNCI shall not be liable for violations of the obligations of the Customer under this Tariff; or
9. Interruption - TNCI shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service; or
10. Loss, Destruction or Damage - TNCI shall not be liable for any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either TNCI or the Customer, to the extent caused by or resulting from the negligent or unintentional act or omission of TNCI, Customer, Authorized User or their employees, agents representatives or invitees; or
11. Unlawful Acts - TNCI shall not be liable for unlawful acts of TNCI's agents and employees if committed beyond the scope of their agency or employment; or
12. Disclosure - TNCI shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as TNCI has complied with any applicable rules and regulation related thereto; or

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.4. Liability of TNCI, Continued****B. Indemnification, Continued**

13. Fees - TNCI shall not be liable for fees TNCI delivered to a jurisdiction in question and not returned to TNCI; or
14. Caller ID Blocking - TNCI shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether arising from or relating to any ordinary negligence of TNCI; or,
15. Unauthorized Use - TNCI shall not be liable for any unauthorized use of the Service provided to Customer.

- C. Limitations of Damages and of Period for Bringing Claims - The entire liability of TNCI for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to TNCI by the Customer for the specific Services giving rise to the claim, and no action or proceeding against TNCI shall be commenced more than one (1) year after the Service related to the claim is rendered.

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YI-2013-0476

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.4. Liability of TNCI, Continued**

- D. Service Installation and Operation - TNCI does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold TNCI 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, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by TNCI at such locations. TNCI reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.
- E. Notice of Temporary Disconnection - TNCI will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair TNCI's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to temporary discontinuance.

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Service Commission
YI-2013-0476

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.4. Liability of TNCI, Continued**

- F. Connection to TNCI's Network - TNCI shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to TNCI's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that the Customer's or the Customer's agent's equipment and/or system is properly interfaced with TNCI's Service, that the signals emitted into TNCI's network are of the proper mode, bandwidth, power data speed, and signal level for the intended use of the Customer and that the signals do not damage TNCI equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to TNCI equipment, personnel,
- G. EXPRESS AND IMPLIED WARRANTIES - TNCI MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TNCI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TNCI MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES TNCI MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

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Service Commission
YI-2013-0476

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.4. Liability of TNCI, Continued**

- H. Errors in Billing - The liability of TNCI for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- I. Provision of Service - TNCI will not be liable for any refusals or failures to provide Service or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.
- J. Emergency 911 Service

With respect to emergency 911 Service:

- 1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. TNCI is not responsible for any losses, claims, demands, suites or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person 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 by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.
- 2. Neither is TNCI responsible for any infringement nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by TNCI including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of TNCI, the Customer, its Authorized Users, agencies or municipalities, or the employees or agents of any one of them. Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310. Company will observe and adhere to the Commission's emergency telephone service rules in 4 CSR 240-34.

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Missouri Public
Service Commission
YI-2013-0476

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.4. Liability of TNCI, Continued**

- K. Directory Listings - TNCI has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
1. Cost and Time - TNCI's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to TNCI and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
 2. Private and Semi-Private Listings - In conjunction with private and semi-private listing Services, TNCI will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. TNCI will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
 3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, TNCI will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental Commission responsible for the Emergency 911 Service upon request of such government Commission. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

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Service Commission
YI-2013-0476

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.5. Service-Affecting Activities**

TNCI will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or Facilities additions, removals or rearrangements and routine preventative maintenance.

2.1.6. Provision of Equipment and Facilities

- A. TNCI shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. TNCI does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. TNCI shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, Disconnect, remove, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by TNCI, except upon the written consent of TNCI.
- C. TNCI may substitute, change any equipment or Facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment TNCI provides or installs at the Customer Premises for use in connection with the Services TNCI offers shall not be used for any purpose other than that for which it was provided by TNCI.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by TNCI's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or Facilities provided by any party other than TNCI, including but not limited to the Customer.

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Service Commission
YI-2013-0476

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.6. Provision of Equipment and Facilities, Continued**

F. TNCI shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the Facilities furnished pursuant to this Tariff, the responsibility of TNCI shall be limited to the furnishing of Facilities offered under this Tariff and to the maintenance and operation of such Facilities. Subject to this responsibility, TNCI shall not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by Customer-provided equipment.

2.1.7. Non-Routine Installation

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

2.1.8. Special Construction

Subject to the agreement of TNCI and to all of the regulations contained in this Tariff, special construction of Facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where Facilities are not presently available, and there is no other requirement for the Facilities so constructed;
- B. of a type other than that which TNCI would normally utilize in the furnishing of its Services;
- C. over a route other than that which TNCI would normally utilize in the furnishing of its Services;
- D. in a quantity greater than that which TNCI would normally construct;

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YI-2013-0476

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.8. Special Construction, Continued

- E. on an expedited basis;
- F. on a temporary basis until permanent Facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9. Ownership of Facilities

Title to all Facilities in accordance with this Tariff remains in TNCI, its agents, wholesale partners or contractors.

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YI-2013-0476

SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES****2.2.1. No Unlawful Purpose**

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

2.2.2. Compliance Letter Required

TNCI may require Applicants for Service who intend to use TNCI's offerings for resale and/or for shared use to file a letter with TNCI confirming that their use of TNCI's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.2.3. No Interference

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by TNCI. TNCI may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4. Assignment Provisions

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of TNCI. TNCI will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to TNCI for regulated communications Services. Such a transfer will be treated as a Disconnection of existing Service and installation of new Service, and non-recurring Installation Charges as stated in this Tariff will apply.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES, Continued****2.2.5. TNCI-Provided Equipment**

Equipment TNCI provides or installs at the Customer's Premises for use in connection with the Services TNCI offers may not be used for any other purpose other than for which TNCI provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by TNCI or TNCI's agent, except upon the consent of TNCI.

2.2.6. Service Used for Compensation

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer and Authorized User to share the cost of Service.

2.2.7. Service Used to Annoy or Harass

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

2.2.8. Service Used for Impersonation or Lewd or Obscene Purposes

Service shall not be used to impersonate another person with fraudulent or malicious intent. Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

2.2.9. Service Used Without Payment

The use of TNCI's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES, Continued****2.2.10. Rights and Titles Remain with TNCI**

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with TNCI.

2.2.11. Use of Resold Services from Other Providers

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's "service agreements" including, but not limited to, price lists, tariffs, and/or individual customer agreements.

2.2.12. Use for Solicitation by Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequited or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited in accordance with state and federal laws.

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Service Commission
YI-2013-0476

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER****2.3.1. Payment of Bills and Charges**

- A. The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Tariff and/or contract;
- B. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with TNCI. TNCI has no responsibility with respect to billing, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by TNCI.
- C. A charge of \$25.00 will be assessed for checks with insufficient funds or non-existing accounts, unless waived by TNCI for good cause shown.
- D. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Company affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to TNCI or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by TNCI or its affiliates.

2.3.2. Unauthorized Use

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over TNCI's network without the authorization of the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.3. Compliance with Regulations**

The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

2.3.4. Compliance with Law

The Customer shall be responsible for complying with all laws and regulations applicable to use of services provided under this tariff and any Services contract between Customer and TNCI.

2.3.5. Identification

The Customer is responsible for verifying the name(s) of the Authorized Users allowed to request and use the Customer's Service, upon TNCI request, and for establishing identity as often as is necessary during the course of a call to TNCI or when seeking credits from TNCI.

2.3.6. Relationship

A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and TNCI is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of TNCI. Nothing in this Tariff constitutes an endorsement by TNCI of any activity, service or product of Customer or Authorized Users.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

2.3.7. Claims – With respect to any Service or Facility provided by TNCI, the Customer shall indemnify, defend and hold harmless TNCI from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. Any loss, destruction or damage to the property of TNCI or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either TNCI or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, from (1) combining TNCI-provided Services and equipment with any facilities, Services, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which TNCI furnished in a manner TNCI did not contemplate and over which TNCI exercises no control; or
- C. Any claim for breach in the privacy or security of communications transmitted over TNCI's Services; or
- D. Any and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by TNCI pursuant to this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.8. TNCI-Provided Equipment and Facilities**

- A. Damage to TNCI Facilities or Equipment - The Customer shall be responsible for reimbursing TNCI for damage to, or loss of, TNCI's Facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of TNCI, beyond the scope of their employment or agency. TNCI will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall have no claim to TNCI's right of recovery of damages to the extent of such payment made.
- B. Return of Equipment - Customer will return to TNCI within five (5) business days of termination of Service all TNCI-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by TNCI. Upon demand, Customer will reimburse TNCI for any costs incurred by TNCI due to Customer's failure to comply with this Section.

2.3.9. Resources and Rights of Way

- A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for TNCI employees or agents of TNCI to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing TNCI's obligations under this Tariff.
- B. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Subsection (A) above. TNCI may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.9. Resources and Rights of Way, Continued**

- C. The Customer shall be responsible for making TNCI Facilities and equipment available periodically for maintenance purposes at a time agreeable to both TNCI and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

2.3.10. Working Conditions

- A. The Customer shall be responsible for providing, at no charge to TNCI and as specified from time to time by TNCI, any needed personnel, equipment, space and power to operate TNCI Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.
- B. The Customer shall be responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which TNCI employees and agents shall be installing or maintaining TNCI's Facilities and equipment. The Customer may be required to install and maintain TNCI Facilities and equipment within a hazardous area if, in TNCI's opinion, injury or damage to TNCI's employees or property might result from installation or maintenance by TNCI. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

2.3.11. Liens or Encumbrances

The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on TNCI's equipment or Facilities or Customer-Premises equipment leased by the Customer from TNCI.

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.12. Station Equipment**

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

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

2.3.13. Interconnection of Facilities - Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of TNCI used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. TNCI's Services (as detailed in Section 3 of this Tariff) may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications Carriers that are applicable to such connections. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

2.3.14. Inspections - Upon reasonable notification to the Customer, and at a reasonable time, TNCI may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to TNCI-owned Facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, TNCI may take such action as it deems necessary to protect its Facilities, equipment and personnel. TNCI will notify the Customer promptly if there is any need for further corrective action. Within ten (10) business days of receiving this notice the Customer must take this corrective action and notify TNCI of the action taken. If the Customer fails to do this, TNCI may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm. TNCI will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

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YI-2013-0476

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. CUSTOMER EQUIPMENT AND CHANNELS****2.4.1. General**

An Authorized User may transmit or receive information or signals via the Facilities of TNCI. TNCI's Services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this Tariff. An Authorized User may transmit any form of signal that is compatible with TNCI's equipment, but TNCI does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS****2.5.1. Establishment of Service****A. Application for Service**

1. An Applicant for Service may be required by TNCI in its sole discretion to sign an application form requesting TNCI to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by TNCI, together with the provisions of this Tariff, establishes the Contract between TNCI and the Customer, which may not be assigned or transferred in any manner, without the written consent of TNCI.
2. If Customer's Service has been terminated or suspended and the Customer wishes to reestablish Service, payment of all unpaid, pending and undisputed charges, as well as a Deposit and or Advance Payment for all connection charges, may be required prior to re-establishing Service, pursuant to rules of the Commission and state laws, if any.
3. TNCI may refuse to establish Service if any of the following conditions exist:
 - (a) The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with TNCI for payment; or
 - (b) A condition exists which in TNCI's judgment is unsafe or hazardous to the Applicant, the general population, or TNCI's personnel or facilities; or
 - (c) Refusal by the Applicant to provide TNCI with a Deposit when the Customer has failed to meet the credit criteria for waiver of Deposit requirements; or
 - (d) The Applicant is known to be in violation of TNCI's Tariffs filed with the Commission; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

A. Application for Service, Continued

3. TNCI may refuse to establish, Continued

- (e) Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by TNCI as a condition for providing Service; or
- (f) Applicant falsifies his or her or its identity for the purpose of obtaining Service; or
- (g) TNCI may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Tariff if it is determined that the non-payment Customer or real users of the Service still reside at the address; or
- (h) The Service requested is not expressly offered under this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.1. Establishment of Service, Continued****B. Establishment of Credit**

1. Request for Service under this Tariff will authorize TNCI to conduct a credit search on the Customer. TNCI may refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
2. In order to assure the proper payment of all Customer-incurred charges for Service, TNCI will require Applicants for Service and Customers to establish and maintain acceptable credit.
3. The establishment or re-establishment of credit by an Applicant or Customer will not relieve the Applicant or Customer from compliance with other responsibilities, including the payment of advance payments or bills, and in no way modifies the provisions concerning disconnection and termination of Service for failure to pay Customer-incurred charges for Service rendered by TNCI.
4. TNCI may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by TNCI until, at the option of TNCI, the Applicant pays any past due bill and/or makes deposit arrangements suitable to TNCI.
5. If the verification of credit results in unsatisfactory credit information, the Applicant will be informed of the reason or reasons for denial of credit, after which TNCI may refuse to provide or continue Service pursuant to applicable Commission regulations or State law.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.1. Establishment of Service, Continued****B. Establishment of Credit, Continued**

6. An existing Customer may be required to reestablish when any of the following conditions occur:
 - (a) During the first twelve (12) months that a Customer receives Service, the Customer pays late three (3) times or has Service disconnected by TNCI for nonpayment two (2) times; or
 - (b) After the first twelve (12) months that the Customer has received Service, the Customer has had Service disconnected two (2) times by TNCI or TNCI provides evidence that the Customer used a device or scheme to obtain Service without payment; or
 - (c) After the first twelve (12) months that a Customer has received Service, the Customer pays late at least three (3) times during any twelve (12) month period; or
 - (d) At any time during the term of the agreement the customers exceeds the established credit limit.
7. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.
8. A Customer may be required to reestablish credit when the nature of Service furnished or the basis on which credit was established has significantly changed.
9. If a Customer fails to reestablish credit as required by TNCI, Service may be disconnected pursuant to Commission rule(s) and state laws, if applicable.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.2. Payment for Service**

- A. Facilities and Service Charges - The Customer is responsible for the payment of all charges for Facilities and Services furnished by TNCI to the Customer and to all Authorized Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B. Taxes - The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on TNCI's net income) imposed on or based upon the provision, sale or use of TNCI's Services.
- C. Changes in Service Requested - If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.
- D. Return Check Charge - Checks presented in payment for Services and subsequently returned to TNCI by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge per Customer, per check in accordance with Section 2.3.1.C. of this Tariff.

2.5.3. Billing and Collection of Charges

- A. Recurring charges are billed monthly in arrears. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer.
- B. Billing is payable upon receipt and past due thirty (30) calendar days following the billing date. Where any undercharge in billing of a Customer is the result of a TNCI mistake, TNCI will backbill Customer for applicable charges up to twenty four (24) months. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5% late payment charge for the unpaid balance.
- C. During the first billing period in which a customer receives service, a customer must receive a bill insert or other written notice that contains an itemized account of the charges for the equipment and service for which the customer has contracted. This notice is in addition to the notice required in 4 CSR 240-33.045.

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.4. Advance Payments**

TNCI does not require advance payments.

2.5.5. Deposits

- A. TNCI may require a deposit from an applicant for new Service. A deposit may be waived if, according to Company's assessment, the applicant is a satisfactory credit risk.
- B. TNCI may require a deposit from an existing Customer as a condition to the further provision of Service if, according to TNCI's assessment, the Customer has become a credit risk.
- C. TNCI may calculate the maximum deposit required from an applicant for Service or an existing customer by estimating the expected charges for Service for a two (2) month period. TNCI may adjust the amount of deposit to be held in order to maintain a two (2) month estimated amount when, according to Company's assessment, such adjustment is deemed necessary to adequately secure the account.
- D. Customer's may satisfy deposit requirements as follows:
 - 1. In cash;
 - 2. By an acceptable bank letter of credit; or
 - 3. Other forms of security acceptable to Company.
- E. Deposits will be refunded to Business Service Customers upon Service termination, following reconciliation of amounts due and a review of the Customer's account payment history.
- F. When Service has been terminated or disconnected, Company will deduct any and all unpaid amounts from the deposit, and the difference will be refunded, if applicable.

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Service Commission
YI-2013-0476

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.5. Deposits, Continued**

- G. The Company will pay interest on all deposits made for the purpose of establishing credit at the percentage rate determined by the Commission, as follows:
1. Deposits shall bear interest at a rate which is equal to one percent (1%) above the prime lending rate as published in *The Wall Street Journal*. This rate shall be adjusted annually on December 1 using the prime lending rate, as published in *The Wall Street Journal* on the last business day of September of each year plus one percent (1%). The interest shall be credited annually upon the account of the customer or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the customer. Records shall be kept of efforts made to return a deposit;
 2. Upon discontinuance or termination, it shall be credited, with accrued interest, to the charge stated on the final bill and the balance, if any, shall be returned to the customer within twenty-one (21) days of the rendition of such final bill;
 3. Upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods, it shall with accrued interest be promptly refunded or credited against charges stated on subsequent bills. Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by such deposit;
 4. A telecommunications company shall maintain records, which show the name of each customer who has posted a deposit, the current address of such customer, the date and amount of deposit, the date and amount of interest paid and the earliest possible refund date;

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Deposits, Continued****G. Continued**

5. A telecommunications company shall upon request provide within ten (10) days a receipt that contains the following information:
 1. Name of customer;
 2. Address where the service for which the deposit is required will be provided;
 3. Place where deposit was received or a designated code which identifies the location;
 4. Date when the deposit was received;
 5. Amount of the deposit; and
 6. The terms which govern retention and refund of the deposit.
6. A telecommunications company shall maintain a record of the deposit refunded and interest paid on such deposit for a period of at least two (2) years after the refund is made; and;
7. A telecommunications company shall permit a customer to post a deposit required as a condition of continued service in two (2) equal monthly installments or as otherwise agreed upon. A company may bill these installments as a line-item on customer bills.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Disputed Bills**

The Customer is responsible for notifying TNCI in writing, in person or by a telephone message within twenty-one (21) calendar days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the date on the invoice.

In case of a billing dispute between Customer and TNCI as to the correct amount of a bill which cannot be adjusted with mutual satisfaction. Customer may enter the following arrangement if confirmed by TNCI:

- A. Customer requests and TNCI will comply with the request for an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the invoice Due Date shown on the bill. Otherwise the Service will be subject to Disconnection if TNCI has notified Customer by written notice of such delinquency and impending termination.

If there is still disagreement after the investigation and review by a manager of TNCI, Customer may appeal to the Commission for its investigation and decision.

TNCI will respond to the Commission requests for information within the timeframe specified by the Commission.

The Commission will review the claim regarding the disputed amount and communicate the results of its review to Customer and TNCI. Following staff review, the disputed amount becomes due and payable, unless either party files a formal complaint with the Commission.

In order to avoid Disconnection of Service, such amount must be paid within seven (7) calendar days after the date TNCI notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Disputed Bills, (Continued)**

Customer inquiries or complaints regarding Service or accounting may be made in writing or by telephone to the Company at:

TNCI Operating Company LLC
114 E. Haley Street, Suite A
Santa Barbara, CA 93101
Telephone: 800-800-8400

Any objection to billed charges should be reported promptly to the Company. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Missouri Public Service Commission
Governor Office Building
200 Madison Street
PO Box 360
Jefferson City, MO 65102-0360
PSC Main Line: 1.573.751.3234
Main Toll Free: 1.800.392.4211
Utility Consumer Hotline: 1.800.392.4211

2.5.7. Late Payment Charges

Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

2.5.8. Credit Limit

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

2.5.9. The Issuance of Credit or Payments

Customers may contact TNCI for resolution of billing disputes by telephone to TNCI's Customer Service Commission at (800) 800-8400 or in writing addressed to the attention of TNCI Customer Service at 114 E. Haley Street, Suite A, Santa Barbara, California 93101. Customer Service representatives are available to address inquiries during company business hours from Monday through Friday 8 a.m. to 10 p.m. (EST) and Saturday 9 a.m. to 6 p.m. (EST).

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE****2.6.1. General**

- A. TNCI may temporarily interrupt Service when necessary to affect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. TNCI shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.
- B. It is the obligation of the Customer to notify TNCI of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of TNCI.
- C. A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, *e.g.*, the Customer is unable to transmit or receive calls because of a failure of a component furnished by TNCI under this Tariff.
- D. If the Customer reports to TNCI that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by TNCI or an agent of TNCI, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by TNCI to be impaired. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than TNCI, including, but not limited, to the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE, Continued****2.6.2. Limitations of Allowances**

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

- A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer; or
- B. Due to the malfunction of Customer-owned telephone equipment; or
- C. Due to a Force Majeure; or
- D. During any period in which TNCI is not given full and free access to TNCI-provided facilities and equipment for the purposes of investigating and correcting interruptions; or
- E. During any period when the Customer has released Service to TNCI for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or
- F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction; or
- G. That occurs when TNCI, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or
- H. For the unlawful or improper use of the facilities or Service.

2.6.3. Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE, Continued****2.6.4. Application of Credits for Interruptions in Service**

- A. Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.
- B. For calculating allowances, every month is considered to have thirty (30) calendar days.

2.6.5. Credit Allowance for Interruptions in Service

If the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by TNCI as follows:

- A. If the interruption is for twenty four (24) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

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Service Commission
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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. RESTORATION OF SERVICE**

- 2.7.1.** The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.7.2.** At the Customer's request Service shall be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the Commission may order pending resolution of any bona fide dispute between TNCI and the Customer or Applicant over the Disconnection.
- 2.7.3.** When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a TNCI Service order, Service will be restored only upon the basis of application for new Service.
- 2.7.4.** A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due TNCI before Service is restored.
- 2.7.5.** Whenever Service has been discontinued for fraudulent or other unlawful use, TNCI may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.7.6.** Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.8. USE OF CUSTOMER'S SERVICE BY OTHERS**

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

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9. CANCELLATION OF SERVICE BY CUSTOMER**

- 2.9.1.** Customer may cancel local Service by providing notice to TNCI thirty (30) calendar days prior to cancellation.
- 2.9.2.** Customer is responsible for usage charges while still connected to TNCI's Service and for the payment of associated local Exchange TNCI charges, if any, for Service charges.
- 2.9.3.** Any cost of TNCI expenditures shall be borne by the Customer if:
- A. The Customer orders Service requiring special Facilities dedicated to the Customer's use and then cancels the order before such Service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by TNCI and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for Service and construction has either begun or has been completed, but no Service provided.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE BY TNCI****2.10.1. Discontinuance Without Notice**

TNCI reserves the right to immediately discontinue furnishing the Service to Customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of TNCI, to TNCI's equipment, the public or to employees of TNCI; or
- B. By reason of any order or decision of a court or any other governmental Commission which prohibits TNCI from furnishing such Service; or
- C. For unlawful use of the Service or use of the Service for unlawful purposes; or
- D. When necessary for TNCI to comply with any order or request of any governmental Commission having jurisdiction; or
- E. In the event that the Facilities have been abandoned or are being used by unauthorized persons.
- F. When a Customer's Service has been disconnected in accordance with this Tariff, Service will be re-established only upon the basis of an application for new Service.

2.10.2. Discontinuance With Notice

TNCI may discontinue Service according to the following conditions in accordance with the Commission's Rules upon ten (10) business days' written notice:

- A. For violation of TNCI's filed Tariffs; or
- B. For the non-payment of any proper charge as provided by TNCI's Tariff, including one for the same Class Of Service furnished to the Applicant or Customer at the same or another location, or where the Applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another Applicant or Customer; or

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE BY TNCI, Continued****2.10.2. Discontinuance With Notice, Continued**

- C. For failure to make payment in accordance with the terms of a deferred payment agreement; or
- D. When TNCI has reason to believe that a Customer has used a device or scheme to obtain Service without payment and where TNCI has so notified the Customer prior to Disconnection; or
- E. Failure to meet or maintain TNCI's credit requirements; or
- F. If the Customer provides false information to TNCI regarding the Customer's identity, address, credit-worthiness, past, current or planned use of TNCI's Services; or
- G. For Customer's breach of the contract for Service between TNCI and Customer, including but not limited to unauthorized resale of equipment or Service; or
- H. When a Customer's Service has been disconnected in accordance with this Tariff, Service will be re-established only upon the basis of an application for new Service.
- I. Service may be terminated for non-payment of a bill, provided that Company has made a reasonable attempt to affect collection and has given the Customer written notice stating that the Customer no less than five (5) business days in which to settle payment or have Service disconnected. Service will be terminated only Monday through Thursday between the hours of 8:00am and 4:00pm, unless provisions have been made to have someone available to accept payment and reconnect service.

2.10.3. Payment Obligation up to Discontinuance of Service

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

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SECTION 2 - RULES AND REGULATIONS, Continued**2.11. NOTICES AND COMMUNICATIONS**

- 2.11.1.** The Customer will designate an address to which TNCI will mail or deliver all notices and other communications. The Customer may also designate a separate address to which TNCI's bills for Service will be mailed.
- 2.11.2.** TNCI will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. TNCI may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.
- 2.11.3.** All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.
- 2.11.4.** TNCI or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.11.5.** All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.

2.12. FULL FORCE AND EFFECT

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

2.13. TAXES, FEES AND SURCHARGES

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, and Municipal Tax. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately in Customer invoices.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. MISSOURI UNIVERSAL SERVICE FUND

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

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SECTION 3 – DESCRIPTION OF SERVICE**3.1. APPLICATION OF RATES AND CHARGES**

All Services offered in this Tariff are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

3.1.1. General

A. The following sections set forth the rules and regulations governing the application of rates for TNCI Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;
2. Monthly Recurring Charges for availability and use of Facilities and Services; and
3. Usage or Transaction Charges (where applicable).

B. Services Offered

The following Network Services are available to Customers where provisioning is technically possible; further, Standard Line and Intrastate Long Distance Services are offered on a dedicated or switched access basis.

Standard Business Line Service

Miscellaneous Services (including Number Portability)

ISDN / PRI

Local T1

SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.1. APPLICATION OF RATES AND CHARGES, Continued****3.1.2. Service Connection and Maintenance Charges****A. Service Connection Charges**

1. Service Connection Charges are Nonrecurring Charges for establishing or modifying Services. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by TNCI.
3. The charges specified in this Tariff reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
4. Customer requests for expedited Services that require installations on a date that is offered on a later date may result in an increase in applicable Service Connection Charges.
5. Customers that request service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as any additional costs attendant to the request.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. EXCHANGE SERVICES****3.2.1 Basic Local Coverage Area**

TNCI's service area within the State of Missouri mirrors that of its underlying local exchange carrier AT&T Missouri.

3.2.2 Basic Local Exchange Service

- A. Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications Channel, which can be used to place or receive one call at a time. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other Station equipment. An optional per-line Hunting feature is available for multi-line Customers, which routes a call to the next idle line in a prearranged group when the called line is busy. Local Exchange Service lines and Trunks are provided on a single party (individual) basis only. No multi-party lines are provided.
- B. Local Exchange Services provide a Customer connection to TNCI's network, enabling the Customer, among other things, to:
 - 1. Originate communications to other points on TNCI's network;
 - 2. Receive communications from other points on TNCI's network;
 - 3. Access TNCI's Services as set forth in this and other TNCI Tariffs;
 - 4. Access local, interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with TNCI's network;
 - 5. Access TNCI's business office for Service-related assistance;
 - 6. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;
 - 7. Access Operator-Assisted Calling Services; and
 - 8. Access Directory Assistance.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. EXCHANGE SERVICES, Continued****3.2.1 Basic Local Exchange Service, Continued**

- C. Local Exchange Services may not be available to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900-NXX, 976-NXX, etc.). Calls to those numbers and other numbers used for caller-paid information services are blocked by TNCI.
- D. Local Exchange Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.
- E. The Standard Line is restricted to voice only traffic. Internet usage is not permitted.

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YI-2013-0476

SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES**

3.3.1. General - The features listed in Section 3.3.2 are offered by TNCI to Business Customers.

3.3.2. Descriptions of Features

- A. Anonymous Call Rejection: Permits the End-User to automatically reject incoming calls when the call originates from a telephone number that has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement, and then terminated. The feature may be turned on or off by the End-User by dialing the appropriate feature control code. Anonymous Call Rejection is offered either as a stand-alone feature or as an add-on to Caller ID Deluxe.
- B. Call Block: Allows the End-User to automatically block incoming calls from up to six End-User pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The End-User controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- C. Caller ID Blocking: Prevents the delivery, display and announcement of the End-User's Directory Number and Directory Name on all calls dialed from an Exchange Service equipped with this option. When active, the End-User's telephone name and number will not appear on the called party's Caller ID Customer Provided Equipment or be disclosed in another way. The feature is available on a per-call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the End-User to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the End-User's number blocked. Per line, End-Users must dial an activation code prior to utilization, for their calling name and number information to be visible to the called party.
- D. Caller ID – Name and Number: Permits the End-User to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized Customer Provided Equipment. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment. In some situations, the calling party's city and state may be displayed, rather than a Directory Name, depending on available call data.

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YI-2013-0476

SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES, Continued****3.3.2. Descriptions of Features, Continued**

- E. Caller ID – Number Only: Permits the End-User to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized Customer Provided Equipment. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment.
- F. Call Forward – Busy Line: Permits the forwarding of incoming calls when the End-User's line is busy. The forwarded number is fixed by the End-User Service order.
- G. Call Forward – Don't Answer: Permits the forwarding of incoming calls when the End-User's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the Service order.
- H. Call Forward – Variable: Forwards all calls immediately upon reaching the End-User's line to a number of the End-User's choice. The forward-to number can be changed anytime from the line equipped with this feature.
- I. Call Return – Allows the Customer to return a call to the last incoming call, whether answered or not. Upon activation, it will redial the number automatically, and continue to check the number every 45 seconds for up to 30 minutes, if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- J. Call Selector – Allows a Customer to assign a maximum of six (6) telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- K. Call Trace – Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing Trunk number or terminating number, and the time and date, are generated for every call to the specified telephone number, which can then be identified.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES, Continued****3.3.2. Descriptions of Features, Continued**

- L. Call Waiting – Basic: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting End-User to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- M. Call Waiting – Deluxe: In addition to standard Call Waiting feature ability, Call Waiting Deluxe allows the Customer to join the End-User with whom the Customer was originally engaged in a telephone call, to a second caller, allowing all 3 End-Users to communicate in a conference call.
- N. Call Waiting ID: Provides the ability to view the name and telephone number of an incoming caller while the End-User is already on the phone.
- O. Continuous Redial – Automatically redials a busy local number for the End-User for up to 30 minutes. A special ring alerts the End-User once the call has been connected.
- P. Line Hunting – Automatically forwards a call to the next line in a prearranged group (Hunt Group) if the original dialed line is busy.
- Q. Message Waiting Indicator – Provides the End-User with an audible (stutter dial tone) or visual (lamp or other Customer Provided Equipment display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by TNCI or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized Customer Provided Equipment. It is the responsibility of the Customer to provide the necessary equipment.
- R. Remote Access to Call Forward – Variable: Provides the ability to change the forward-to number on the End-User's line equipped with Call Forwarding – Variable at any time, from any phone.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES, Continued****3.3.2. Descriptions of Features, Continued**

- S. Ring Master/Distinctive Ringing – This feature allows an End-User to determine the source of an incoming call by a distinctive ring. The End-User may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing – First Number and Distinctive Ringing – Second Number). The designated primary number will receive a normal ringing pattern. Other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- T. Speed Call – Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed- calling list without assistance from TNCI.
- U. Three Way Calling – Permits the End-User to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The End-User initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.4. SERVICE PROVIDER OPTIONS****3.4.1. No Primary Interexchange Carrier (PIC) Option**

Customers have the option of not selecting a toll provider as the primary Carrier for intraLATA and/or interLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' Services (i.e., 1010-XXX).

3.4.2. Two PIC Option

Customers will be able to select one toll provider for intraLATA toll calls and, if so desired, the same or another toll provider for interLATA toll calls.

3.4.3. Preferred Carrier Freeze (PCF)

TNCI offers a free Service called Preferred Carrier Freeze. This Service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange Service provider, as permanent choices, which may not be changed absent further authorization from the Customer. TNCI will send a letter to each Customer upon initiation or transfer of Service, which informs the Customer of the option to freeze his/her intraLATA, interLATA and local Service provider choice(s). At the time a Customer contacts TNCI to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

3.4.4. Carrier Change Charge

After the initial thirty (30) day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge, per change, per line, as set forth in Section 4.3.

SECTION 4 – RATES**4.1. SERVICE CONNECTION AND MAINTENANCE CHARGES****4.1.1. Service Order and Change Charges**

Non-recurring charges may apply to processing Service Orders for new Business Service, and for changes in Business Service.

Line Connection Charge	Service Charge
First Line	\$31.07
Each Additional Line	\$11.34
Change Fee, Per BTN	\$26.00
Expedite Fee, Per Line, Per Day	\$50.00

4.1.2. Restoration of Service Charge

A non-recurring charge may be assessed in instances where consumers request service restoration.

Restoration of Service Charge	Service Charge
Per restoration – Switched Services	\$50.00

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SECTION 4 – RATES, Continued**4.2. EXCHANGE SERVICES RATES AND CHARGES****4.2.1. Standard and Premium Business Local Exchange Service Rates****A. Standard Business Local Exchange Service Monthly Recurring Charges.**

The following charge applies to Standard Business Local Exchange Service lines per month. Charge includes Touch-tone Service for each line. The following Optional Calling Features for use in conjunction with Standard Local Exchange Service are offered at the specified rates below. Optional Calling Features in this section are made available on an individual basis. All features are provided subject to availability. Certain features may not be available with all Classes of Service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

The rates below apply to Service provided on a one, two, or three year contract basis.

Service Charge

Service Type	1 Year Term	2 Year Term	3 Year Term
Unlimited Local with Long Distance	\$30.99	\$28.99	\$27.99
Unlimited Local w/o Long Distance	\$41.99	\$38.99	\$37.99

Optional Calling Features**Service Charge**

Line Hunting

\$1.00 per line

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.1. Standard and Premium Business Local Exchange Service Rates, Continued

A. Standard Business Local Exchange Service Monthly Recurring Charges, Continued

Any/all of the below features	\$ 3.00 per feature, per line
-------------------------------	-------------------------------

- Anonymous Call Rejection
- Call Block
- Caller ID Blocking
- Caller ID – Name and Number
- Caller ID – Number Only
- Call Forward – Busy Line
- Call Forward – Don't Answer
- Call Forward – Variable
- Call Return
- Call Selector
- Call Trace
- Call Waiting – Basic
- Call Waiting – Deluxe
- Call Waiting ID
- Continuous Redial
- Message Waiting Indicator
- Remote Access to Call Forward – Variable
- Ring Master/Distinctive Ring
- Speed Call
- Three Way Calling

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SECTION 4 – RATES, Continued**4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.1. Standard and Premium Business Local Exchange Service Rates, Continued****C. Premium Business Local Exchange Service Monthly Recurring Charges.**

The following charge applies to Premium Business Local Exchange Service lines per month. Charge includes Touch-tone Service for each line and the following Optional Calling Features for use in conjunction with Premium Business Local Exchange Service. Optional Calling Features in this section are made available on an individual basis. All features are provided subject to availability. Certain features may not be available with all Classes of Service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

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SECTION 4 – RATES, Continued**4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.1. Standard and Premium Business Local Exchange Service Rates, Continued****B. Premium Business Local Exchange Service Monthly Recurring Charges, Continued**

The rates below apply to Service provided on a one, two, or three year contract basis.

Service Charge

Service Type	1 Year Term	2 Year Term	3 Year Term
Unlimited Local with Long Distance	\$38.99	\$36.99	\$35.99
Unlimited Local w/o Long Distance	\$48.99	\$45.99	\$44.99

Optional Calling Features

Anonymous Call Rejection
Call Block
Caller ID Blocking
Caller ID – Name and Number
Caller ID – Number Only
Call Forward – Busy Line
Call Forward – Don't Answer
Call Forward – Variable
Call Return
Call Selector
Call Trace
Call Waiting – Basic
Call Waiting – Deluxe
Call Waiting ID
Continuous Redial
Message Waiting Indicator
Remote Access to Call Forward – Variable
Ring Master/Distinctive Ring
Speed Call
Three Way Calling

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SECTION 4 – RATES, Continued**4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.2. Local Integrated Service**

TNCI's Local Integrated Service allows Customer access to a dedicated connection supporting data rates of 1.544Mbps per second through the use of T-1 line. A T-1 line consists of 24 individual channels, each of which supports 64Kbps per second. Each 64Kbit/second channel can be configured to carry voice or data traffic. Separate Integrated T1 Service option plans are available in accordance with Customer's specific functional needs.

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SECTION 4 – RATES, Continued**4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.3. Local Integrated Option 1**

TNCI's Local Integrated Service Option 1 allows Customer access to local and long distance calling with the following specialized features:

Product Description	Monthly Charge	Non-Recurring Charge	Term
On-Net Local Loop	\$439.00	\$198.00	1 Year
On-Net Local Loop	\$379.00	\$198.00	2 Year
On-Net Integrated Local Loop (Integrated IP Port)	\$349.00	\$198.00	1 Year
On-Net Integrated Local Loop (Integrated IP Port)	\$299.00	\$198.00	2 Year
Off-Net Local Loop/Off-Net Integrated Local Loop (Integrated IP Port)	\$619.00	\$198.00	1 Year
Off-Net Local Loop/Off-Net Integrated Local Loop (Integrated IP Port)	\$549.00	\$198.00	2 Year

Service Functions	Monthly Charge	Non-Recurring Charge
Trunk Group Configuration Up to six (6) trunk groups per Non-PRI circuit Limited to 1 trunk group per PRI circuit	\$0.00	\$0.00
Installation Expedite Per Circuit	\$0.00	\$600.00
Installation Expedite Per DID Port	\$0.00	\$100.00
Installation Expedite Per New DID	\$0.00	\$100.00
Change of Service Date	\$0.00	\$200.00
Change Order (pre-install)	\$0.00	\$200.00
Change Order (post-install)	\$0.00	\$150.00
Cancel Order (pre-FOC/Field Order Complete)	\$0.00	\$200.00
Cancel Order (post-FOC/Field Order Complete)	ICB	\$198.00
<i>Please note that if a circuit is ordered with IP (Internet Protocol) it cannot be PRI (Primary Rate Integrated) 900/976 number blocking included</i>		

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SECTION 4 – RATES, Continued**4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.3. Local Integrated Service, Continued**

General Features	Monthly Charge	Non-Recurring Charge
Local/Long Distance Directory Assistance	\$0.00	\$0.45 (per call)
Directory Listing Service (primary listing)	\$0.00	\$0.00
Directory Listing Service (additional listing)	ICB	ICB
Account Codes (2-8 Digits) (Long Distance Calls Only)	\$0.00	\$0.00
DIDs – New DIDs (Direct Inward Dial) – Block of 20	\$3.00	\$5.00
DIDs – New DIDs (Direct Inward Dial) – Block of 100	\$15.00	\$25.00
<i>Please note that more than 1,000 DIDs requires a business justification</i>		
Circuit Features		
PRI (Primary Rate Interface) Disaster Recovery 1-10 Numbers	\$50.00	\$750.00
PRI (Primary Rate Interface) Disaster Recovery 11-40 Numbers	\$100.00	\$850.00
PRI (Primary Rate Interface) Disaster Recovery 41-100 Numbers	\$200.00	\$1,000.00
Calling Party Number Delivery (Outbound Only)	\$0.00	\$0.00
Calling Party Name Delivery (Outbound Only)	ICB	ICB
Caller ID with Number (PRI Only – Automatically Included)	\$0.00	\$0.00
Remote Call Forward/Switched Overflow (per path)	\$20.00	\$0.00

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SECTION 4 – RATES, Continued**4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.4. Local Integrated Service Option 2**

TNCI's Local Integrated Service Option 2 allows Customer access to local and long distance calling with the following specialized features:

Product Description	Monthly Charge	Non-Recurring Charge	Term
Voice and Data Port	\$229.00	\$150.00	1 Year
Voice and Data Port	\$219.00	\$75.00	2 Year
Voice and Data Port	\$199.00	\$0.00	3 Year

General Features	Monthly Charge	Non-Recurring Charge
Directory Assistance (Local)	\$0.00	\$0.85 per call
Account Codes (2-8 Digits) (Long Distance Calls Only) Validated	\$15.00	\$15.00
Account Codes (2-8 Digits) (Long Distance Calls Only) Non-Validated	\$0.00	\$0.00
900/976 number blocking included		
Change Order Fees		
Line/Trunk Group Feature Change	\$0.00	\$15.00
Line/Trunk Group Feature Change – Expedite	\$0.00	\$50.00
Reconfigure Trunk Group	\$0.00	\$75.00
Reconfigure Trunk Group - Expedite	\$0.00	\$275.00
Change to Pending Order	\$0.00	\$25.00
Optional Calling Features		
Call Hold • Call Forwarding • Call Waiting • Caller ID • Call X-fer • Hunting • Speed Dial-8 • Speed Dial 20 • 3-Way Calling Automatic Call Return • Automatic Redial • ANI Delivery	\$3.25/Per Feature & Per Trunk Group	See Change Order Fees (Supra)
DID (Direct Inward Dial)		
Porting DIDs		
Porting DIDs - LNP (1 - 100 DIDs), per DID	\$0.20	\$0.00
Porting DIDs - LNP (100+ DIDs) per DID	\$0.20	\$150.00 project fee
LNP Expedite	\$0.00	\$150.00
New DIDs	\$0.20 (per DID)	\$0.00
New DIDs - Expedite (per rate center)	\$0.00	\$150.00

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SECTION 4 – RATES, Continued**4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.4. Local Integrated Service Option 2, Continued**

Expedite Fees	Monthly Charge	Non-Recurring Charge
On-Net DS-1 Expedite	\$0.00	\$1000.00
Off-Net DS-1 Expedite	\$0.00	ICB
Extension of D-Marc (point of demarcation)	\$0.00	\$175.00
Overflow		
Direct Trunk Overflow	\$19.95	\$0.00
Trunk Overflow to POTS (per Trunk Group)	\$19.95	\$0.00
Additional Call Path (POTS Overflow, per call path)	\$3.95	\$0.00
Cancellation Fees		
Customer Cancel prior to FOC (Firm Order Confirmation) date	\$0.00	\$250.00
Customer Cancel after FOC (Firm Order Confirmation) date	\$0.00	\$500.00
Customer cancellation with less than 24 hours of Scheduled Cutover	\$0.00	\$150.00
Customer cancel LNP less than 24-hours	\$0.00	\$250.00
Customer failure to show for Scheduled Cutover	\$0.00	\$250.00

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SECTION 4 – RATES, Continued**4.3. INTERLATA AND INTRALATA PRESUBSCRIPTION**

4.3.1. InterLATA and IntraLATA presubscription is a procedure whereby a subscriber designates TNCI as the carrier which the subscriber wishes to be the carrier of choice for interLATA and intraLATA toll calls. Such calls are directed to the designated carrier, without the need to use carrier access codes or additional dialing. InterLATA and IntraLATA presubscription does not prevent a subscriber who has presubscribed to the same interLATA and intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative interLATA and intraLATA carrier on a per call basis.

4.3.2. InterLATA and IntraLATA Presubscription Offerings:

- A. Option A: Subscriber may select TNCI as the presubscribed carrier for intraLATA toll calls subject to presubscription;
- B. Option B: Subscriber may select his/her interLATA and intraLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;
- C. Option C: Subscriber may select a carrier other than TNCI for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription; or
- D. Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

4.3.3. Rules and Regulations

- A. Subscribers will retain their current dialing arrangements until they request that their dialing arrangements be changed.
- B. Subscribers may select either Options A, B, C or D, above, for intraLATA presubscription.
- C. Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time.

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SECTION 4 – RATES, Continued**4.3. INTERLATA AND INTRALATA PRESUBSCRIPTION, Continued****4.3.3. Rules and Regulations, Continued**

- D. New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with TNCI. TNCI will process the subscriber's order for interLATA and intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices. All new subscribers' requests for interLATA and intraLATA toll service presubscription shall be provided free of charge.

Service Charge

Per line, per change	\$5.00
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SECTION 5 – PROMOTIONS

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

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SECTION 6 – INDIVIDUAL CASE BASIS AGREEMENTS

Pursuant to Section 392.200.8 RSMO. Customer-specific ICB pricing is authorized only for: (1) dedicated, nonswitched, private line, and special access services, (2) central office based switching systems which substitute for customer premise, private branch exchange (PBX) services and (3) any retail business service. Company will provide copies of its Customer contracts to the Staff, upon request, on a proprietary basis.

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