

ExOp of Missouri, Inc.

PSC Mo. No. 1

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MO. PUBLIC SERVICE COMM

**TARIFF
OF
EXOP OF MISSOURI, INC.**

This Tariff, filed with the Missouri Public Service Commission, contains the rates, terms and conditions applicable to local exchange telecommunications services in the State of Missouri by ExOp of Missouri, Inc. (the "Company"). Copies of this Tariff may be inspected during normal business hours at the Company's principal place of business. The Company provides facilities-based services and does not provide exchange telecommunications services on a resale basis. The telecommunications services provided by the Company are not for resale.

Notice: Pursuant to Case No. TA-97-193, the Missouri Public Service Commission has classified the Company as a competitive telecommunications company under the provisions of Chapter 392, Revised Statutes of Missouri, and waived the following statutes and rules: 392.210.2; 392.270; 392.280; 392.290.1; 392.300.2; 392.310; 392.320; 392.330; 392.340; 4 CSR 240-10.020; 4 CSR 240-30-040; and 4 CSR 240-35.

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WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-97-193, the Missouri Public Service Commission has classified ExOp of Missouri, Inc. as a competitive telecommunications company under the provisions of Chapter 392, Revised Statutes of Missouri, and waived the following statutes and rules:

Statutes

392.210.2	-	Uniform System of Accounts
392.270	-	Property Valuation
392.280	-	Depreciation Rates
392.290.1	-	Issuance of Stock and Bonds
392.300.2	-	Acquisition of Stock
392.310	-	Issuance of Stock and Bonds
392.320	-	Stock Dividends
392.330	-	Issuance of Securities, Debt, and Notes
392.340	-	Reorganization

Commission Rules

4 CSR 240-10.020	-	Income on Depreciation Fund Investments
4 CSR 240-30-040	-	Uniform System of Accounts
4 CSR 240-35	-	Reporting of Bypass and Customer Specific Arrangements

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EXPLANATION OF SYMBOLS

- D Delete or Discontinue
- I Change resulting in an increase in rate
- M Moved from another Tariff location
- N New
- R Change resulting in a reduction in rate
- T Change in text or regulation but no change in rate or charge

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TARIFF FORMAT

- A. Sheet Numbering — Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets Nos. 7 and 8 would be Sheet No. 7.01.
- B. Sheet Revision Numbers — Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 2nd revised Sheet No. 7 cancels the 1st revised Sheet No. 7. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are eight levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 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)

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EXCHANGES SERVED

The Company provides basic local exchange services to Customers located in the following exchanges:

Kearney
Platte City

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1. DEFINITIONS

The following terms, whether or not capitalized in this Tariff, shall have the meanings set forth below:

Business — When used in relation to service, means service provided in offices, stores, factories and all other places for business use.

Commission — The Missouri Public Service Commission, unless the context indicates otherwise.

Company — ExOp of Missouri, Inc. unless the context indicates otherwise.

Customer — The Person which orders or uses the service and is responsible for the payment of rates and charges and compliance with tariff regulations.

Customer Premises — One Customer Premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on the same property.

Customer Provided Equipment (CPE) — Equipment provided by the Customer.

Demarcation Point — That point of interconnection between the Company's facilities and the wiring at the Customer Premises. The Demarcation Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's rules and regulations (a network interface).

The network interface may be located at a point other than the normal demarcation point where the network interface is already established by the presence of network equipment on the effective date of this Tariff. For multi-unit structures (e.g., apartments, college campuses, shopping centers), the structure owner shall make the final decision on whether the structure shall be treated as a multi-structure with one Demarcation Point per unit or, as a single unit with one Demarcation Point for the entire structure. The structure owner shall have the option of having the Demarcation Point placed at a location other than that determined by the Company, provided the structure owner pays any additional construction costs and such location is consistent with the minimum point of entry standard.

With regard to premises for any structure that is built to be mobile (e.g., mobile homes, recreational vehicles), the Company may place the Demarcation Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks and similar premises may be treated by the Company as a single unit premises, with the Demarcation Point being placed on the shore.

Disconnection — The temporary cessation of telecommunications service.

Exchange Access Line — A central office line which provides access to the exchange telephone network for local and long distance telephone service and includes the service, central office equipment and all outside plant facilities furnished by the Company.

Exchange Service — The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

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1. DEFINITIONS (continued)

LATA — Local Access and Transport Area.

Local Messages — A local message is a telephone conversation of any prescribed length between two telephone stations. It is the measurement upon which the charges for telephone communications are based when the calling station and the station to which communications are established are both within the same local service area.

Local Service Area — That area within which a Customer can make telephone calls at exchange rates.

Person — An individual, corporation, limited liability company, partnership, or any other entity.

Residence or Residential — When used in relation to service, means service provided in private residence for personal non-business use.

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

Trunk — A commercial channel between two switching (i.e., Central Office, PBX) systems.

Termination — The permanent cessation of telecommunications service.

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2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish telecommunications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within a calling scope in portions of the State of Missouri, as specified herein.
- 2.1.2 The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers from time to time as required at the sole discretion of the Company, pursuant to 4 CSR 240-32.080.
- 2.1.3 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities, offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.1.4 The Company may undertake service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.
- 2.1.5 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.6 Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.
- 2.1.7 The Company will inform Customers of their ability to select an interexchange carrier other than the Company for both intra- and interstate toll calls.

2.2 Limitations of Service

- 2.2.1 The Company offers service to all Persons who desire to purchase service from the Company consistent with all provisions of this Tariff. Persons interested in the Company's services shall submit information to the Company which fully satisfies the Company and identifies the services requested.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Tariff. The Company reserves the right not to provide service to or from a location where legally prohibited.

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2. RULES AND REGULATIONS (continued)

2.2 Limitations of Service (continued)

2.2.3 The Company reserves the right to discontinue furnishing service, in the manner specified in Section 2.8, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the rules and regulations of the Commission, or the law.

2.2.4 Title to all facilities provided by the Company under this Tariff remains with the Company. Prior written permission from the Company is required before any assignment or transfer. Any regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 Use of Service

2.3.1 Permitted Uses

Service may not be used for any unlawful purposes, or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier.

2.3.2 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

2.3.3 Fixed Service Period

If Customer and the Company have agreed to a specified term of service under any service order, then following expiration of the initial term of service, or any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice.

2.3.4 Termination

Any termination shall not relieve Customer of its obligations to pay any charges incurred under this Tariff or in any service order prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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2. RULES AND REGULATIONS (continued)

2.4 Liability

- 2.4.1 The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed the amount of the credit allowance described in Section 2.6 herein. The extension of credit allowances as described in Section 2.6 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost income or profits, even if advised of the possibility of the same.
- 2.4.2 The Company shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.
- 2.4.3 The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Tariff;
 - B. Connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems;
 - C. Any loss, destruction or damage to property of the Company, the Customer, or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, family members or invitees;

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2. RULES AND REGULATIONS (continued)

2.4 Liability (continued)

2.4.3 (continued)

- D. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this Tariff or any agreement between the Customer and the Company; or
- E. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.

- 2.4.4 Emergency 911 Service (E-911) is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits 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.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, 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 the Company 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 the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.

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2. RULES AND REGULATIONS (continued)

2.4 Liability (continued)

2.4.4 (continued)

When a Customer with a nonpublished telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

2.4.5 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.4.6 THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.5 Emergency 911 Service

2.5.1 The Company will supply the E-911 service provider in the Company's service area with information necessary to update the E-911 database at the time the Company receives customer orders for basic local telecommunications service.

2.5.2 The Company will make the necessary equipment or facility additions in the E-911 service provider's equipment in order to properly update the database for E-911. The Company will provide facilities to route calls from the end users to the proper PSAP. The Company recognizes the authority of the E-911 service provider to establish service specifications and grant final approval or denial of service configurations offered by the Company.

2.5.3 The Company will collect E-911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310.

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2. RULES AND REGULATIONS (continued)

2.6 Interruption of Service

Customer will be entitled to a credit allowance for an interruption of service which is not caused by or does not result from the negligence or act of Customer or to the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other than the Company. A credit allowance is subject to the provisions of this section and the other sections of this Tariff, including, but not limited to, the general liability provisions set forth in Section 2.4 herein and the terms of Section 2.7 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the interruption is not being caused by any action or omission of Customer within his or her control, or is not in wiring on Customer's side of the Demarcation Point or equipment, power supplies, or communications systems, if any, furnished by Customer or Persons other than the Company.

2.7 Responsibility of the Customer

2.7.1 All Customers assume general responsibilities in connection with the provision and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for:

- A. Placing orders for service; paying all appropriate charges for service rendered by the Company; complying with the Company's regulations governing the service; and assuring that its users comply with regulations.
- B. Providing:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
- C. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.
- D. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate the Company's facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain a proper operating environment on such premises.

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2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Customer (continued)

2.7.1 (continued)

- E. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by, the Company to the Customer.
- F. Providing the Company's authorized employees, contractors, or agents access to the Customer's premises at all reasonable hours for any purpose reasonably pertinent to furnishing of telephone service.
- G. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of the Company's facilities and equipment in any Customer Premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for the Company's employees, contractors, or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon termination service as stated herein, removing the facilities or equipment of the Company, and not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.
- H. A Customer who subscribes to the Company's Exchange Service and resells these services to others shall be responsible for complying with all laws and regulations of the State of Missouri, which relate in any way to its provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and payment of applicable taxes. The Company has no obligation to provide notice to, or otherwise communicate with, Customers regarding local telephone service provided by another carrier.
- I. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees, contractors, or agents shall be installing or maintaining the Company's facilities and equipment.

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2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Customer (continued)

2.7.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
- B. Credit allowances for failure of service or equipment starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act or omission of the Customer, or in wiring or equipment located on the Customer's side of the Demarcation Point.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 - 1. interruptions of service resulting from the Company performing routine maintenance;
 - 2. interruptions of service for implementation of a Customer order for a change in the service;
 - 3. interruptions caused by the negligence or willful act or omission of Customer or its authorized user; or
 - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

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2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Customer (continued)

2.7.3 Credit Allowances (continued)

E. Credit Allowance — Directory

For listings in alphabetical telephone directories and information records furnished without additional charge, no liability shall be attached to the Company.

Subject to the provisions of Section 2.4 of this Tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), or in information records, an amount within the following limits:

1. For listings in alphabetical telephone directories furnished at additional charge, as set forth herein, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
2. For listings in the information records furnished at additional charge, as set forth herein, an amount not in excess of the charge for the listing during the period of omission or error.

2.7.4 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service provided. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service contract. Such termination charge will be equal to one month's usage as projected in the Company's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, or before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and the Company, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service has been provided, the nonrecoverable cost of such construction shall be borne by Customer.

2.7.5 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis. Service continues to be provided until canceled by Customer or by the Company in accordance with the provisions of this Tariff.

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2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Customer (continued)

2.7.5 Payment and Charges for Service (continued)

- B. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free telephone number on all invoices.
- C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s), e.g., collect, 800; billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- D. Service may be denied pursuant to the Commission's rules regarding disconnection of service for nonpayment. Restoration of service will be subject to all applicable installation charges.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorney's fees.
- F. If notice of a dispute as to charges is not received in writing, in person or via telephone message by the Company within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Any disputed charges that cannot be resolved between Customer and the Company may be appealed to the Commission.

2.7.6 Deposits and Advance Payments

- A. Advance Payments — The Company may require a Customer or applicant for service who is unable to establish credit satisfactory to the Company to make an advance payment. The advance payment will not exceed an amount equal to all nonrecurring charges and two month's estimated recurring charges, as a condition of continued or new service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and two month's estimated recurring charges. The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment.

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2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Customer (continued)

2.7.6 Deposits and Advance Payments (continued)

B. Deposits

The Company reserves the right to examine the credit record of all service applicants and require a security deposit when determined to be necessary to assure future payment. The security deposit will be computed by the Company in accordance with Commission rules and regulations.

Deposits held will accrue interest at a rate which is equal to a rate of one percent (1%) above the prime lending rate as published in *The Wall Street Journal*. This amount shall be adjusted annually by using the prime lending rate published in *The Wall Street Journal* for the last business day of September of each year with the revised rate to be implemented on the first of October of each year.

2.7.7 Bad Check Charge

The Company will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.7.8 Late Payment Charge

The Company may apply a late payment charge if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due, multiplied by a factor of 1.5% per month.

Collection procedures are unaffected by the application of the late payment charge. The late payment charge does not apply to final amounts.

2.8 Responsibility of the Company

2.8.1 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make services available 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 and applicable rules of the Commission.

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2. RULES AND REGULATIONS (continued)

2.8 Responsibility of the Company (continued)

2.8.1 Provision of Equipment and Facilities (continued)

- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby materially reduce the technical parameters of the service provided to the Customer.

2.8.2 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.7.3, when service is interrupted, the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than twelve hours.
- B. Customer will be credited at the proportionate monthly charge involved for each twenty-four hours or fraction thereof of interruption.

2.8.3 Cancellation of Credit

Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

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2. RULES AND REGULATIONS (continued)

2.8 Responsibility of the Company (continued)

2.8.4 Disconnection of Commercial Service by the Company

The Company may discontinue commercial service or cancel an application for commercial service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

- A. Without notice for tampering with the Company's equipment, hazardous conditions, or Customer use of equipment, where it adversely affects the Company's equipment or services; or
- B. Without notice in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- C. Without notice in the event the Company is prohibited from furnishing services by order of a court or other federal, state or local government authority, bureau, agency or commission, or
- D. Without notice if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- E. Without notice if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- F. Without notice if the Customer states that it will not or fails to comply with a request of the Company for security of the payment for service(s) or advance payments, as specified in this Tariff; or
- G. Without notice if the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- H. Without notice if the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by using tricks, schemes, false or invalid numbers, false credit devices, electronic devices, or other means; or
- I. Without notice if the Customer's use of equipment adversely affects the Company's service to others or endangers public safety or health;

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2. RULES AND REGULATIONS (continued)

2.8 Responsibility of the Company (continued)

2.8.4 Disconnection of Commercial Service by the Company (continued)

J. Without notice if upon condemnation of any material portion of the Customer's facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair.

K. Without notice for fraudulent use of the Company's network.

2.8.5 Disconnection of Residential Service by the Company

Residential service may not be discontinued by the Company for failure to pay charges not subject to the Commission's jurisdiction unless specifically authorized in the Company's tariffs approved by the Commission.

Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

Residential Customers shall have a minimum of 21 days from the rendition of a bill to pay the charges stated.

Residential service shall not be discontinued unless written notice by first-class mail is sent or delivered to the Customer at least five days prior to the date of the proposed discontinuance.

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.

The Company's Notice of Discontinuance shall contain the following information:

The name and address and telephone number of the Customer.

A statement of the reason for the proposed discontinuance and the cost (to the Customer) for reconnection.

The date after which service will be discontinued unless appropriate action is taken.

How a Customer may avoid the discontinuance.

The Customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full.

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2. RULES AND REGULATIONS (continued)

2.8 Responsibility of the Company (continued)

2.8.5 Disconnection of Residential Service by the Company (continued)

The Company's notice of Discontinuation (continued)

The telephone number where the Customer may make an inquiry.

A statement that this notice will not be effective if the charges involved are part of any unresolved dispute.

A statement of the exception for medical emergency as follows:

Residential Medical Emergency

The Company will postpone a discontinuance for a time not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide the Company with reasonable evidence of such necessity.

Settlement Agreement for Residential Customers

1. When a residential Customer is unable to pay a charge in full when due, the Company shall permit the Customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed to by both the Company and the Customer. A copy of the settlement agreement shall be delivered or mailed to the Customer upon request by the Customer.
2. Matters treated by a settlement agreement shall not constitute a basis for discontinuance as long as the terms of the settlement agreement are followed.

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2. RULES AND REGULATIONS (continued)

2.9 Restoration of Service

If service is discontinued for nonpayment, service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service.

During the period of disconnection, Customer's telephone number will not be assigned. Once service has been terminated, the telephone number may be reassigned to another Customer.

2.10 Taxes and Surcharges

2.10.1 The Customer is responsible for the payment of all applicable taxes and franchise fees. All other charges and surcharges will be submitted to the Commission for approval before the Company will add any portion of them to a Customer's bill.

2.10.2 All charges arising under Section 2.10.1 will be listed as separate line items and are not included in the quoted rates. Where a tax is levied on a percentage of gross receipts, that percentage will be applied to each Customer's bill so affected; and the amount so computed will be added as a separate item to the Customer's bill. Where a tax is levied other than on a percentage of gross receipts, a pro-rata share of the total tax shall be added as a separate itemized item to each Customer's bill. All such taxes collected by the Company shall be paid to the city, county, or taxing authority in accordance with the promulgated regulations pertaining to each tax.

2.11 Start of Billing

For billing purposes, the start of service is the day of acceptance by the Customer of the Company's service or equipment.

2.12 Service Connection and Facilities on Customer's Premises

The Company shall furnish and maintain all facilities including protective apparatus, to provide telecommunications service except as may be otherwise specified in this Tariff. All facilities shall conform to the established construction standards of the Company.

Except as otherwise specified in this Tariff, all equipment furnished by the Company in connection with a Customer's service shall be carefully used and only duly authorized employees of the Company or its contractors or agents shall be allowed to connect, disconnect, change or alter in any manner any or all such facilities.

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2. RULES AND REGULATIONS (continued)**2.12 Service Connection and Facilities on Customer's Premises (continued)**

Customer will be held responsible for loss of or damage to any facilities furnished by the Company unless such loss or damage is due to causes beyond the Customer's control.

At the termination of service the Company may remove any and all of its property located at the Customer Premises, as provided for in this Tariff.

No equipment apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or suspend the service during the continuance of said attachment or connection; or to terminate the service.

2.13 Statement of Customer's Rights and Responsibilities

Pursuant to Commission Rule 240-33.060(3), the Company will provide its Customers with the following information at the time service is established.

Rights and Responsibilities of Missouri Residential Telephone Customers

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

Your Telephone Bill

You will receive a telephone bill from us each month. ExOp of Missouri, Inc. provides basic local telephone service (including access to 911, where applicable), long distance service (including collect calls) and certain custom calling services. Payment in full is due within 21 days of the date of the bill. If we do not receive your payment within 21 days, your service is subject to suspension. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

Payment Arrangements

Payment may be sent to ExOp of Missouri, Inc. Payment for service may be made by check. If you are temporarily having difficulty paying your telephone bill, please call ExOp of Missouri, Inc. immediately at (816) 903-3967. By doing this, you may avoid having your phone service suspended or terminated.

Disconnection or Termination of Telephone Service

Your telephone service is subject to disconnection or termination for any of the reasons listed below. If service is terminated, a new telephone number will be assigned and you will be required to pay installation charges again. If service is disconnected, your telephone number is reserved for 10 days and you will not be charged installation charges again.

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2. RULES AND REGULATIONS (continued)

2.13 Statement of Customer's Rights and Responsibilities (continued)Rights and Responsibilities of Missouri Residential Telephone Customers (continued)Disconnection or Termination of Telephone Service (continued)

- A. Nonpayment of an undisputed delinquent account. Your service will not be discontinued for nonpayment of a delinquent charge until five days after a charge has become delinquent. Additionally, ExOp of Missouri, Inc. will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your telephone service.
- B. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- C. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- D. Misrepresentation of identity in obtaining telephone utility service.
- E. Incurs charges and evidences an intent not to pay such charges when due.

Reconnection of Service

After local telephone service has been suspended or disconnected, ExOp of Missouri, Inc. will restore your service when the reason for the suspension or disconnection has been remedied. Before restoring your service, the following will be required:

- A. Payment for all undisputed amounts must be received by ExOp of Missouri, Inc. or its authorized Agent.
- B. Installation charges must be paid again if your service has been terminated. Installation charges will not be charged if your service has been disconnected.
- C. One month's advance payment and/or a deposit has been made.

Procedures for Handling Inquiries and Complaints

Telephone inquiries may be directed to ExOp of Missouri, Inc. at (816) 903-3967. Written inquiries may be directed to ExOp of Missouri, Inc. at 303 North Jefferson, P.O. Box 891, Kearney, Missouri 64060.

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2. RULES AND REGULATIONS (continued)

2.13 Statement of Customer's Rights and Responsibilities (continued)

Rights and Responsibilities of Missouri Residential Telephone Customers (continued)

Filing a Complaint with the Missouri Public Service Commission

If ExOp of Missouri, Inc. cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 301 West High Street, 5th Floor, Jefferson City, Missouri 65101, toll free at 1-800-392-4211 to file an informal complaint.

If your complaint cannot be resolved informally, you may file a formal complaint, in writing, with the Missouri Public Service Commission at their mailing address: P. O. Box 360, Jefferson City, Missouri 65102.

Also, the Missouri Office of the Public Counsel, representing the public before the Missouri Public Service Commission, has an office at 301 West High Street, 2nd Floor, Jefferson City, Missouri 65101. The Public Counsel's telephone number is 1-573-751-4857.

2.14 Telephone Number Intercept

Whenever a Customer's telephone number is changed after a directory is published, the Company will intercept all calls to the former number for 30 days at no charge and give the calling party the new number, provided existing central office equipment will permit and the Customer so desires. If the Customer desires to have the intercept remain active for more than 30 days, the charge will be \$10 for every additional 30 days.

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3. EXCHANGE AREA

3.1 General

The Company provides services to Customers in the Kearney and Platte City exchanges. Except for commercial Customers that elect a more limited local calling scope (the "ExOp Calling Scope," see Sections 3.3 and 4.1.2), the Company's local calling scope includes all the exchanges of United Telephone Company of Missouri ("Sprint/United") and Southwestern Bell Telephone ("SWB") in the Kansas City Metropolitan Calling Area ("MCA"), as they appear on the maps in Sprint/United's tariff PSC Mo. No. 22. For all residential and electing commercial Customers, the basic local calling scope (the "ExOp-MCA Calling Scope") is described in more detail in Section 3.2. The Company concurs in the exchange boundary maps of Sprint/United's tariff, PSC Mo. No. 10.

3.2 ExOp-MCA Calling Scope

The ExOp-MCA Calling Scope covers all of Sprint/United and SWB's exchanges in the MCA, including SWB's Missouri and Kansas principal zones and the MCA-1, -2, -3, -4, and -5 zones, encompassing the following exchanges:

In the MCA-1 zone: Gladstone, Independence, Parkville, Raytown, South Kansas City, Bethel (Kansas), and Melrose (Kansas); in the MCA-2 zone: Belton, Blue Springs, East Independence, Lee's Summit, Liberty, Nashua, Tiffany Springs, Bonner Springs (Kansas), Olathe (Kansas), and Stanley (Kansas); in the MCA-3 zone: Farley, Smithville, Grain Valley, Greenwood, the Missouri customers in SWB's exchange of Leavenworth, Platte City, Ferrelview, Kearney, Missouri City, Buckner, and Lake Lotawana; in the MCA-4 zone: Excelsior Springs, Weston, Camden Point, Edgerton, Holt, Orrick, Oak Grove, Lone Jack, Pleasant Hill, and Harrisonville; and in the MCA-5 zone: Richmond, Archie, Dearborn, Henrietta, Wellington, Odessa, Holden, Kingsville, and Strasburg.

3.3 ExOp Calling Scope

The ExOp Calling Scope, which commercial Customers may elect, includes only the Kearney and Platte City exchanges.

4. LOCAL EXCHANGE SERVICES

4.1 Basic Local Telecommunication Service4.1.1 Description

Residential Basic Local Telecommunication Service provides for unlimited calling within the ExOp-MCA Calling Scope and for connection to the toll network. Commercial Basic Local Telecommunication Service may be purchased to provide for unlimited calling within either the ExOp Calling Scope or within the ExOp-MCA Calling Scope in addition to, in either case, connection to the toll network. This service is subject to all terms and conditions specified in this tariff. Basic Local Telecommunication Service rates are listed in Section 4.1.2.

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4. SERVICES (continued)

4.1 Basic Local Telecommunication Service (continued)

4.1.1 Description (continued)

Basic Local Telecommunication Service can be activated by equipment generating pulses (rotary); multi tones (touch) signal or when available, voice activated dialing to the switching equipment.

4.1.2 Rates

Description	Monthly Rate Per Line Charge	
Residential Basic Local Telecommunication Service (ExOp-MCA Calling Scope)	\$26.09	
Commercial Basic Local Telecommunication Service (ExOp Calling Scope)	\$24.90	
Commercial Basic Local Telecommunications Service (ExOp-MCA Calling Scope)	\$49.60	(R)

4.1.3 Vacation Rate Service

Vacation rate service is available upon advance notice. Basic Local Telecommunication Service will be placed on a half-rate basis for a period of not less than one calendar month, which corresponds to the billing period, and not more than six months. This service applies where a subscriber closes his Residence or place of business for the above time and to schools if applied for during vacation.

4.1.4 Missouri School Discount Program

- A. A discount from standard monthly rates for Basic Local Telecommunication Service may be allowed in connection with service furnished through the Missouri School Discount Program, pursuant to the Video Instructional Development and Educational Opportunity Program, as enacted by the Missouri State Legislature.
- B. Upon the Customer's request, a discount of twenty percent (20%) from standard monthly access line rates may be allowed to educational institutions within the Company's certified area, as determined in Paragraph 3 following.

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4. SERVICES (continued)

4.1 Basic Local Telecommunication Service (continued)

4.1.4 Missouri School Discount Program (continued)

- C. An educational institution shall be defined as an accredited public or private school in the state of Missouri. Private schools must be accredited by either the Missouri Chapter of the national Federation of Non-Public Schools Accrediting Association, Independent Schools Association of the Central States, North Central Association of Colleges and Schools, and/or the University of Missouri—Columbia. The Department of Elementary and Secondary Education must accredit public schools for the State of Missouri and/or the North Central Association of Colleges and Schools.
- D. The qualifying discount will be permitted only where the predominant use is providing educational and instructional programs and for the educational institution's administrative use. The discount is not allowed to residential complexes associated with the institution.
- E. In addition to meeting the qualification specified in Paragraph 3 preceding, an eligible Customer must sign an affidavit certifying that the qualification is met. The affidavit will be retained on file with the Company.
- F. The Customer should request to receive the discount on all subsequent additions of eligible services, which are ordered. There will be no additional affidavits required.
- G. The following Basic Local Telecommunication Services are eligible for a discount under this program:

Flat rate, business one-party service

All other features, ancillary services or options, relative to the particular service, shall continue to be provided at the appropriate tariffed rates.

4.2 Basic Rate ISDN Service

4.2.1 Description

ISDN service provides 2B+D switched access to the public network for the transmission of circuit-switched voice, circuit-switched data and packet-switched data on an incoming and outgoing basis. It provides a Customer with the ability to integrate current voice and data channel services.

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Replacing Original Sheet No. 35

4. SERVICES (continued)

4.2 Basic Rate ISDN Service (continued)

4.2.1 Description (continued)

Circuit-Switched Voice provides the ability to originate and receive switched voice calls over a 64 Kbps channel.

Circuit-Switched Data provides the ability to originate and receive circuit-switched data calls over a 64 Kbps channel.

ISDN lines have two 64 Kbps B channels. Each channel can be combined (bonded together) to create a single, higher bandwidth channel (128Kbps).

ISDN has one 16 Kbps data or D channel used primarily for signaling and data transmission.

4.2.2 Rates

<u>ISDN SERVICE</u>	<u>DESCRIPTION</u>	<u>MONTHLY CHARGE</u>	
ISDN Package #1	Consists of : (1) basic rate ISDN as described in Section 4.2.1, (2) 1/ea. ISDN external terminal adapter at the Customer location. The terminal adapter will have the ability to: (1) bond the A & B channel for 128Kbs, (2) provide the ability to use one of the 64Kbs channels for voice/analog and one 64Kbs for data and (3) when the 64Kbs used for voice/analog is disconnected, the terminal adapter automatically re-bonds the A & B channels for 128Kbs. Customers not requiring a terminal adapter may elect not to have one, resulting in the reduced price indicated at the right. Calls outside of the Company's service area will be charged at standard intrastate rates and interstate rates. For the ExOp-MCA Calling Scope, an additional charge of \$12.35/month per channel will be added for residential Customers and \$24.70/month for commercial Customers.	\$58.75 (w/terminal adapter) or \$45.00 (w/o terminal adapter)	(N) (N)

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ISDN Package #2	Consists of: (1) basic rate ISDN as described in Section 4.2.1, (2) 1/ea. External ISDN LAN Modem integrating a 4-port 10 Base-T Ethernet Hub, an IP router, and two voice/fax ports. The External ISDN LAN Modem is expandable to 10 users with a separate 8-port 10 Base-T Ethernet hub. Calls outside of the Company's service area will be charged at standard intrastate rates and interstate rates. For the ExOp-MCA Calling Scope, an additional charge of \$12.35/month per channel for residential Customers and \$24.70/month for commercial Customers will be added.	\$68.75
Added Numbers	Consists of: adding up to 6 additional numbers per B channel.	\$3.00

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4. SERVICES (continued)

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4.2 Basic Rate ISDN Service (continued)

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4.2.3 Upgrade

When a Customer upgrades from Basic Local Telecommunication Service to ISDN, where the ISDN service will replace the Basic Local Telecommunication Service, the old Basic Local Telecommunication Service will be canceled without penalty. Any installation fee paid to the Company for installation of the old Basic Local Telecommunication Service will be credited against any ISDN installation fee to be charged to the Customer for the new ISDN service.

4.3 DSL Service (Wide Band Data Service)

4.3.1 Description

DSL is available in multiple downstream (data stream being transmitted to the end user) and multiple upstream (data being transmitted from the end user) combinations. DSL Service is available only to commercial and residential customers subscribing to local phone services. (T)

4.3.2 Rates

The standard monthly rate for the Company's non-switched DSL service for commercial and residential customers is ICB. The rate for DSL service for residential Customers who have a child enrolled in the Kearney R-1 School District is discounted \$5.00 per month. Non-switched DSL services offered in bundles with other service will be priced ICB. (R)

Pricing exclude the terminal adapter at the Customer premises with an Ethernet (10 Base-T) output. For Basic Local Telecommunication Service supplied over the DSL service refer to Section 4.1 for pricing and terms. (T)

4.3.3 Upgrade

When a Customer upgrades from ISDN service to DSL service, where the DSL service will replace the ISDN service, the existing ISDN service will be canceled without penalty. Any installation fee paid to the Company for installation of the ISDN service will be credited against any DSL installation fee to be charged to the Customer for the new DSL service.

4.4 Commitments

A Customer may elect to enter into a commitment to purchase any of the services offered by the Company for a period of one or two years. This election will result in a reduction of the charges for initial service connection, as specified in Section 7. If a Customer does not make such an election, the Customer will purchase services on a month-to-month basis. Missouri Public

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5. OPTIONAL SERVICES

5.1 CLASS Services

Custom Local Area Signaling Services (CLASS Services) provide end-user services that allow the Customer more control over incoming and outgoing calls based on Signaling System 7 (SS7) hardware and software. The following services are offered where technically feasible.

5.1.1 Caller ID

Caller ID enables the subscriber to view on a display unit the Calling Party Directory Number (the "CPN") on incoming telephone calls.

When Caller ID is activated on a subscriber's line, the CPNs of incoming calls are displayed on the subscriber's display unit during the first long silent interval of the ringing cycle.

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

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

A subscriber may prevent the delivery of their calling name and/or number to the called party by dialing an access code (*67 on their Touch Tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Caller ID subscribers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID subscriber that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from a Customer-Owned Pay Telephone Service.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the subscriber's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the features specified herein will be the responsibility of the subscriber. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

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5. OPTIONAL SERVICES (continued)

5.1 CLASS Services (continued)

5.1.1 Caller ID (continued)

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. The CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

5.1.2 Call Forwarding

Call Forwarding allows the subscriber to have calls forwarded to a designated remote Station.

5.1.3 Call Waiting

Call Waiting informs a subscriber, when busy on one call, that another call is waiting.

5.1.4 Three-Way Calling

Three-Way Calling allows the subscriber to connect to two other numbers at once.

5.1.5 Six-Way Calling

Six-Way Calling allows the subscriber to connect up to five other numbers at once. Six-Way Calling is only available to Customers with ISDN services.

5.1.6 Call Return

Call Return permits a subscriber to have a call automatically returned to the last party who called. If that line is busy when the recall attempt is made, the call is queued until both the subscriber and the last calling party are idle, at which point the subscriber is rung first. When the subscriber answers, the last calling party is rung to complete the call.

5.1.7 Selective Call Forwarding

Selective Call Forwarding allows the subscriber to have certain terminating calls forwarded to a designated remote Station. The activity will occur whenever a call is received from a directory number which has been indicated on a list of numbers referred to as the Selective Call Forwarding screening list. Calls from directory numbers which cannot be identified or have not been indicated on the list will be given standard terminating treatment.

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5. OPTIONAL SERVICES (continued)

5.1 CLASS Services (continued)

5.1.8 Automatic Callback

Automatic Callback permits a subscriber encountering a busy connection to have call setup performed automatically when the called station becomes idle. This feature is designed to automatically set up a call to the last telephone number called by the subscriber, regardless of whether the called telephone number was busy or idle, answered, or unanswered. If the call cannot be completed immediately because of a busy line, the call is queued and call completion is attempted when both lines are idle. As part of the completion attempt, the calling subscriber is given special ringing, and when the called subscriber answers, the calling subscriber is given regular ringing.

5.1.9 Remote Access Call Forwarding

Remote Access Call Forwarding allows a subscriber to initiate Call Forwarding activation and deactivation from a location other than the subscribing Station.

5.1.10 Speed Dial

Speed Dial permits the subscriber to program up to eight numbers that can be dialed automatically, using special Station equipment.

5.1.11 Customer-Oriented Trace

Customer-Oriented Trace allows the Customer to initiate a trace on the last incoming call by dialing an activation code. The call will be traced automatically, and the telephone number that originated the call and the time the call was made will be recorded in the Company office. Information recorded will be released by the Company only to an authorized representative of a law enforcement agency and, in no event, other than as provided by applicable state and federal law. Customer-Originated Trace will be made available to all Customers. Charges for the services will be made on a per-call basis when the Customer uses the activation code and the number is successfully retrieved.

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5. OPTIONAL SERVICES (continued)

5.2 CLASS Services Rates

Rates for CLASS Services, with the exception of Customer-Originated Trace, will be charged on a monthly basis, at the following rates:

<u>Service</u>	<u>Residential Pricing</u>	<u>Commercial Pricing</u>
Caller ID	\$6.50	\$8.50
Call Forwarding	3.00	4.00
Call Waiting	3.00	4.00
Call Blocking	N/C	2.00
Three-Way Calling	1.50	3.00
Six-Way Calling (ISDN Only)	6.00	10.00
Call Return	3.00	5.00
Selective Call Forwarding	3.00	4.50
Automatic Redial	3.00	4.00
Remote Access to Call Forwarding	3.00	3.00
Speed dialing	1.50	3.00
Value Pack (any 5 CLASS Services)	11.00	15.00
Customer-Originated Trace	1.25/successful activation	N/A

5.3 CLASS Services Installation Charge

The CLASS Services Installation Charge will be \$15.00 per CLASS Services order.

6. OPERATOR SERVICES

6.1 Directory Assistance

6.1.1 A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

6.1.2 Each call to Directory Assistance will be charged as follows:

Per Call

\$ 0.90

6.1.3 The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

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6. OPERATOR SERVICES (continued)

6.1 Directory Assistance (continued)

6.1.4 A credit will be given for calls to Directory Assistance under the following circumstances:

- A. The Customer experiences poor transmission or is cut off during the Call; or
- B. The Customer is given an incorrect telephone number.

6.1.5 To obtain a credit under 6.1.4 above, the Customer must notify its Customer Service representative.

6.2 Operator Assistance

6.2.1 A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner.

- A. Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- B. Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- C. Calling Cards: Provides the Customer with the capability to place a call using a calling card of an interexchange carrier with or without the assistance of an operator.
- D. Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
- E. Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.
- F. General Assistance: The Customer has the option to request general information from the operator, such as dialing instruction, country or city codes, area code information and Customer Service 800 telephone numbers, but this service does not include requesting the operator to complete the call.
- G. Incomplete Calls: The Company will not bill for incomplete calls where answer supervision is available. The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon (i) subscriber notification or (ii) the Company's knowledge.

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6. OPERATOR SERVICES (continued)

6.2 Operator Assistance (continued)

6.2.1 (continued)

- H. Provider: The caller and billed party, if different from the caller, will be advised of which company is the operator service provider at the time of the initial contact.
- I. Rate Quotes: Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- J. Rates: Only tariffed rates approved by the Commission for the Company shall appear on the Company's billings.
- K. Billing Statements: The Company shall be listed on the other company's billing statements if another company has multi-company billing capabilities.
- L. Calling Card Verification: The Company will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.
- M. Emergency Calls: The Company will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
- N. Other Companies: Upon request, the Company will transfer calls to another authorized interexchange company, if billing can list the caller's actual origination point.
- O. Access Blockers: The Company will refuse operator services to traffic aggregators which block access to other companies.
- P. Displaying Information: The Company will assure that traffic aggregators will post and display information including: (1) which company is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the operator and other authorized interexchange companies.

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6. OPERATOR SERVICES (continued)

6.2 Operator Assistance (continued)

6.2.2 Operator Assisted Surcharges

The following surcharges will be applied:

	<u>Per Call</u>
Third Number Billing	\$.90
Collect Calling	\$.90
Calling Card	\$.35
Person to Person	\$2.50
Station to Station	\$.90
General Assistance	N/C

6.3 Busy Line Verification

Upon request of the calling party, the Company will determine if the line is clear or "in use" and report to the calling party.

6.4 Busy Line Verification with Interrupt

The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

6.5 Rates

The following rates will apply for Busy Line Verification and Interrupt Service:

	<u>Per Request</u>
Busy Line Verification	\$1.40
Busy Line Interrupt	\$2.15

7. SERVICE CONNECTION CHARGES

7.1 Description

Service Connection Charges are one-time charges associated with a provision of service or an item of equipment. These charges apply on a per-item basis each time the service or item of equipment is provided and include, but are not limited to, the following:

7.1.1 Initial Service Connection Charges

An initial service connection charge is a one-time charge for work associated with setting up accounts.

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7. SERVICE CONNECTION CHARGES (continued)

7.1 Description (continued)

7.1.2 Subsequent Non-Recurring Charge

A subsequent non-recurring charge is a non-recurring charge that may apply to the installation of additional services, change of services, or move of services.

7.1.3 Labor Charge

Labor Charges are one-time charges related to work associated with Customer premises visits. These charges are broken down as follows:

A. Regulated

Charges for work done on the Company's side of the protector/Standard Network Interface and Demarcation Point may include, but are not limited to, the moving a Demarcation Point or a Standard Network Interface at the Customer's request.

B. Maintenance

When a dispatch is necessary to isolate trouble on the Customer's side of the Demarcation Point, charges apply only when a technician is dispatched, the network is verified OK, and trouble is isolated to the Customer's side of the Demarcation Point.

C. Inside Wire Installation/Jacks

The Customer will be charged for any requested work done on wires and jacks (excluding Customer premises equipment) on the Customer's side of the Company's Demarcation Point.

7.2 General Regulations

7.2.1 The service connection charges specified for the connection, move or change of service, contemplate work being performed by the Company, or on behalf of the Company, during normal working hours, Monday through Friday from 8:00 AM to 5:00 PM. If the Customer requests that overtime labor be performed at hours of the day or days of the week other than normal work hours or days, or on holidays, or interrupts work once begun, additional charges will apply as appropriate.

7.2.2 Service connection charges are in addition to other rates and charges normally applying under the Company's tariffs. They apply in addition to construction charges made because of unusual costs in establishing service.

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7. SERVICE CONNECTION CHARGES (continued)

7.3 Service Connection Charges Do Not Apply To:

- 7.3.1 Moves or changes initiated by the Company for the proper maintenance of service.
- 7.3.2 Changes of telephone numbers for Company initiated reasons or service reasons, e.g., change to touch-tone service.

7.4 Charges

7.4.1 Initial Access Line Installation Charge

Standard Installation Charge	\$56.00
1-Year Commitment	\$32.00
2-Year Commitment	No charge

Disconnection before the 2-year commitment has been met will result in a charge of \$40.00 or, on the 1-year commitment, \$20.00. This charge will not be prorated.

The charge to move this line to a new location is \$50.00. The move charge can be partially or completely waived by adding to the existing term agreement with an additional 1- or 2-year term agreement or, if there is no existing term agreement, a new 1- or 2-year term agreement.

7.4.2 Additional Access Line Installation Charge (per line)

Standard Installation Charge	\$32.00
1-Year Commitment	\$20.00
2-Year Commitment	No charge

Disconnection before the 2-year commitment has been met will result in a charge of \$20.00 or, on the 1-year commitment, \$10.00. This charge will not be prorated.

The charge to move an additional line to a new location is \$25.00. The move charge can be partially or completely waived by adding to the existing term agreement with an additional 1- or 2-year term agreement or, if there is no existing term agreement, a new 1- or 2-year term agreement.

7.4.3 ISDN Installation Charges

Standard Installation Charge	\$456.00
1-Year Commitment	\$256.00
2-Year Commitment	\$ 56.00

Disconnection before the 2-year commitment has been met will result in a charge of \$456.00 or, on the 1-year commitment, \$200.00. This charge will not be prorated.

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7. SERVICE CONNECTION CHARGES (continued)

7.4 Charges (continued)

The charge to move this line to a new location is \$300.00. The move charge can be partially or completely waived by adding to the existing term agreement with an additional 1- or 2-year term agreement or, if there is no existing term agreement, a new 1- or 2-year term agreement.

7.4.4 ADSL Installation Charges

Standard Installation Charge	\$456.00
1-Year Commitment	\$256.00
2-Year Commitment	\$ 56.00

Disconnection before the 2-year commitment has been met will result in a charge of \$456.00 or, on the 1-year commitment, \$200.00. This charge will not be prorated.

The charge to move this line to a new location is \$300.00. The move charge can be partially or completely waived by adding to the existing term agreement with an additional 1- or 2-year term agreement or, if there is no existing term agreement, a new 1- or 2-year term agreement.

7.4.5 Non-Recurring Charges

Change in CLASS Services	\$15.00
Line Restoral (per line/per trunk)	\$56.00 ¹
PIC Change (per line)	\$ 5.00
Suspension of Service Restoral Charge (per line/per trunk)	\$25.00 ²

¹Applies for Line/Trunk Restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

²Applies for Line/Trunk Restoral after temporary interruption of service initiated by the Customer.

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7. SERVICE CONNECTION CHARGES (continued)

7.4 Charges (continued)

Number Change (per
access line)Initial Change
Each Change ThereafterNo Charge
\$5.00

Rearrangement of trunk circuits

\$ 15.00

Establish, Change from
one type of hunting to
another, or rearrange
hunting sequence, per
access line

\$ 15.00

7.4.6 Labor Charges

The following labor charges apply when a dispatch is necessary to isolate trouble on the Customer's side of the demarcation point as specified under Section 7.1.

	Mon.-Fri. (8am-5pm)	Mon.-Fri. (5pm-8am) & all day Sat. & Sun.	Holidays ³
First 15 minutes or fraction thereof	\$30.50	\$34.00	\$37.50
Each additional 15 minutes or fraction thereof	\$10.00	\$12.00	\$14.00

³Christmas Day (Dec. 25), New Years Day (Jan. 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in November).

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MO. PUBLIC SERVICE COMM

ExOp of Missouri, Inc.

Original Sheet No. 48

8 SPECIAL CONSTRUCTION

8.1 Description

A The Company, upon receipt of applicant's proper application, will install a telephone system with suitable materials to assure that the applicant will receive reasonably safe and adequate telephone service. The provision of the telephone system will be provided at no charge except where a charge is permitted under Sections 8.2 and 8.4 Temporary service is provided for under Section 8.5. Due to the Company's hub (central office) and spoke (fiber transmission line to an electronic distribution node) system design, it will have facilities available for the supply of service to any Customer within 12,000 feet of the hub or electronic distribution node.

B. Special construction is that construction undertaken:

Where facilities are not presently available, and there is no other requirement for the facilities so constructed;

Of a type other than that which the Company would normally utilize in the furnishing of its services;

Over a route other than that which the Company would normally utilize in the furnishing of its services;

In a quantity greater than that which the Company would normally construct;

On an expedited basis;

On a temporary basis until permanent facilities are available; or

In advance of its normal construction.

8.2 Special Construction Charges

When the Company undertakes special construction for a Customer, the Company will charge the Customer a special construction charge equal to the sum of the following costs, plus a reasonable return on the Company's investment:

Material
Material overhead
Installation labor
Installation labor overhead

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8 SPECIAL CONSTRUCTION (continued)

8.3 Rights-of-way and Easements

- A. Within the applicant's subdivision, the Company will construct, own, operate, and maintain telephone lines only along public streets, roads, and highways which the Company has the legal right to occupy, and on public lands and private property across which rights-of-way and easements satisfactory to the Company may be obtained without cost or need for condemnation by the Company.
- B. Rights-of-way and easements within the subdivision, satisfactory to the Company, must be furnished by the applicant in reasonable time to meet construction and service requirements before the Company shall be required to commence its installation. Such rights-of-way and easements must be cleared of trees, tree stumps, and other obstructions and graded to within six inches of final grade by applicant at no charge to the Company. Such clearance and grading must be maintained by the applicant during construction by the Company.

8.4 Advance Payments

- A. Where, due to the manner in which a subdivision is developed, the Company is required to construct an underground telephone distribution system, pursuant to 4 CSR 240-30.020, through a section or sections of the subdivision where service will not be connected for at least two years, then the Company may require an advance payment equal to the estimated cost of construction from the applicant before construction is commenced. If in the judgment of the Company an advance is required under the above-described conditions, the Company has the right to refuse installation of the system until the required advance is paid to the Company. Where the subdivision is developed in a uniform manner, so that the Company may restrict the construction of its underground telephone distribution system to a section or sections in which buildings are being constructed, the Company may not require an advance.
- B. If an advance is required under these rules, then the advance, without interest, shall be returned to the applicant on a pro rata basis as the permanent service connection is made to each building or multiple-occupancy buildings.
- C. Any portion of an advance remaining un-refunded ten years from the date the Company is first ready to render service with the extension will be retained by the Company and credited to the appropriate construction account.

8.5 Temporary Facilities

- A. Temporary facilities may be installed to provide service when necessary, for a maximum period of one year.

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8 SPECIAL CONSTRUCTION (continued)

8.5 Temporary Facilities (continued)

- B. Where it is necessary to place temporary facilities in advance of the permanent telephone system in order to provide telephone service, the Company may require the applicant to pay the estimated non-recoverable costs of the temporary facilities. If the required costs under the above-described conditions apply, the Company may require the applicant to pay the estimated non-recoverable costs of the temporary facilities. If the required costs under the above-described conditions apply, the Company has the right to refuse installation of the temporary facilities until the required costs are paid to the Company.

8.6 Special Conditions

In circumstances where the application of these rules appears impractical or unjust to applicant or the Company or discriminatory to other Customers (e.g., difficult rock conditions), the Company or applicant shall refer the matter to the Missouri Public Service Commission for special ruling or for the approval of special conditions which may be mutually agreed upon prior to commencing construction.

8.7 Special Assemblies of Equipment or Speculative Projects

- A. Special assemblies of equipment or speculative projects for which provision is not otherwise made in the tariff may be provided where practicable if not detrimental to any of the services furnished by the Company.
- B. The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge, or any combination thereof and will include, when applicable, one or more of the following estimated expense items associated with the special equipment, or any combination thereof:

Maintenance expense
Depreciation expense
Administration expense
Taxes—including federal income tax
A reasonable return on investment
Other specific items of expense that may be associated with the facility provided

- C. The estimated installation cost used in the derivation of the various expense items shall include the following:

Material
Material overhead
Installation labor
Installation labor overhead

- D. Upon request copies of the cost derivation shall be submitted to the Commission.

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ExOp of Missouri, Inc.

9. PROMOTIONAL OFFERINGS

9.1 The Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing Services. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered. If facilities permit, all residential and/or commercial customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions.

9.2 Additional access line installation charges will be waived for Customers adding a second telephone line from the effective date of these tariffs through June 2001. (T)

9.3 All CLASS Services installation charges for Customers changing or adding CLASS Services will be waived from the effective date of these tariffs through June 2001. (T)

9.4 Initial access line installation charges will be waived for Customers subscribing to Local Exchange Telecommunication service from the effective date of these tariffs through June 2001. (T)

9.5 For Caller I.D. service orders placed for activation between the effective date of these tariffs through June 2001 the Customer can select any of the two optional services listed below at no additional monthly charge: (T)

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Call Forwarding
Call Waiting
Speed Dialing
Three-Way Calling
Call Return

REC'D APR 25 2001

Service Commission

9.6 For commercial Customers, every fourth line will be charged at one-half the standard monthly rate from the effective date of these tariffs through December 2001. (T)

9.7 For the period beginning October 7, 1999, and ending June 30, 2001, the rate for the first Basic Local Telecommunication Service line for each existing and new residential Customer will be \$21.99 per month. (T)

9.8 For the period beginning October 7, 1999, and ending June 30, 2001. If an existing or new Customer so elects, the Company will provide an additional line or lines (beyond the first) at a rate of \$7.99 per month with a limited local service area. (T)
(D)

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9. PROMOTIONAL OFFERINGS (continued)

9.9 For the period beginning October 7, 1999, and ending June 30, 2001, the installation charges for all residential lines for Basic Local Telecommunication Service (initial and additional) will be waived. (T)

9.10 For the period beginning October 7, 1999, and ending June 30, 2001, the Company will offer all residential Customers a call blocking service at a rate of \$1.00 per month pursuant to which the Company will not permit a designated line to place calls to numbers that would cause the calls to be treated as toll or long distance calls. (T)

(D)

10. PRIVATE LINE SERVICES

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10.1 Services

The Company will provide private line services to Customers on an Individual Case Basis ("ICB"), as discussed in Section 10.2.

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10.2 Individual Case Basis

Rates for Dedicated Access, Private Lines, Non Switched DSL and Centrex services will be determined on an Individual Case Basis. ICB rates will be structured to recover the Company's cost of providing the services and will be made available to Customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

Missouri Public

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