

Missouri Public
Service Commission

REC'D JUL 30 1998

LOCAL EXCHANGE TARIFF

TIN CAN COMMUNICATIONS COMPANY, L.L.C.
D/B/A The CUBE
1063 Wirt Road, Ste. 202
HOUSTON, TEXAS 77005
800-720-7674

Missouri Public
Service Commission
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Issued: July 30, 1998

James T. Mahan, President
Tin Can Communications Company, L.L.C. d/b/a The CUBE
1063 Wirt Road, Ste. 202
Houston, Texas 77005

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WAIVER OF RULES AND REGULATIONS

Pursuant to TA-98-231, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

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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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheet 14 and 15 would be 14.1.

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 4th revised Sheet 14 cancels the third revised Sheet 14. 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. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to 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).
- 2.1.1.A.1.(a).I.(i).(1)

D. Check Sheet - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

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This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of basic local telecommunications services by Tin Can Communications Company, L.L.C. d/b/a The CUBE, (hereinafter "Company") with principal offices at 1063 Wirt Road, Ste. 202, Stafford, Texas 77277. This tariff applies to services furnished in the State of Missouri. This tariff is on file with the Missouri Public Service Commission ("Commission"), and copies can be inspected there and at Company's principal place of business, during normal business hours.

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SECTION 1 - DEFINITIONS

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Certain terms used generally throughout this tariff are defined below.

Account Number: Customer's telephone number is his/her account number.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Basic Local Service: Two-way switched voice service within a local calling scope as determined by the commission. Basic Local Service does not include: long distance, collect calls, operator-assisted calls, third number billed calls, or any service that may be billed to Customer's telephone number.

Call Forwarding: Permits calls directed to a Customer's line to be routed to a user-defined line inside or outside the Customer's telephone system.

Company: Tin Can Communications Company, L.L.C. d/b/a The CUBE, a Texas Limited Liability Company, which is the issuer of this tariff.

Conference/Three-Way: The User can sequentially call up to two other people and add them together to make a three-way call.

Customer: The person, firm, corporation or entity which orders service, uses and/or is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Service Agreement: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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

Incumbent Local Exchange Carrier (ILEC): Local exchange carriers that are providing telephone exchange service in an area on the date of the enactment of the Telecommunications Act of 1996 and that are deemed to be members of the exchange carrier association.

Initiation Fee: The non-recurring charge to Customer for initiating service.

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SECTION 1 - DEFINITIONS (continued)

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

Local Calling: A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

Local Calling Area: The area within which telecommunications service is furnished to customers. A local calling area may include one or more exchange service areas or portions of exchange service areas. Additionally, a local calling area includes any mandatory extended area exchanges.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the Service Order is executed.

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Services: The Company's local telecommunications services offered to the Customer. Such services consist of basic and optional elements.

Speed Dial: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

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

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

User: A Customer or any other person authorized by the Customer to use Services provided under this tariff.

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SECTION 2 - REGULATIONS

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2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish intrastate telecommunications services within the State of Missouri under the terms of this tariff as a reseller. Service is available 24 hours a day, seven days a week.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the ILEC or other providers to the Company for resale.

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, the minimum period of service is one month (30 days). The Company will issue a billing invoice monthly. All payments for service are due in advance on the fifth (5th) of each month for the following month's service. If a Customer's account is not paid in full within twenty-one (21) days of the due date, Company will disconnect service as set forth in Section 2.5.4 of this tariff. All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.
- B. At the expiration of any term specified in a Customer Service Agreement, 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 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.

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2.1 Undertaking of the Company (Contd.)

2.1.3 Terms and Conditions (Contd.)

- C. This tariff shall be interpreted and governed by the laws of the State of Missouri.
- D. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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2.1 Undertaking of the Company (Contd.)

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2.1.4 Liability of the Company (Contd.)

- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- D. The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or local exchange companies.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

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2.1 Undertaking of the Company (Contd.)

2.1.4 Liability of the Company (Contd.)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:
1. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of 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 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;
 2. Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
 3. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- I. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered, unless more time is allowed pursuant to Missouri law.
- J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- K. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- L. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

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2.1 Undertaking of the Company (Contd.)

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2.1.4 Liability of the Company, (Contd.)

M. With respect to Emergency Number 911 Service:

1. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies.
2. The Company is obligated to supply the E-911 service provider in the Company's service area (the "E-911" Service Provider) with information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to this tariff.
3. If, and when, the company provides local basic service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 Service Provider's equipment in order to properly update the database for 911. The Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
4. The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to section 190.310 RSMo., or any amendments thereto.
5. Notwithstanding Section 2.1.4.M.1-4 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 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.
6. Neither is the Company responsible for any infringement or 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 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 agents of any one of them.

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2.1 Undertaking of the Company (Contd.)

2.1.4 Liability of the Company. (Contd.)

- N. The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- O. In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- P. When a Customer with a non-published 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 responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company 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 routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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2.1 Undertaking of the Company (Contd.)

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2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. Initial services will be provided in accordance with 4 CSR 240.32.080(2)(A).
- B. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except the ILEC to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.
- C. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 1. The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission or
 2. The reception of signals by Customer provided equipment; or
 3. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routing Installation

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

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2.1 Undertaking of the Company (Contd.)

2.1.8 Ownership of Facilities

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

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

A. Placing orders for service.

When placing an order for service, Customer must provide:

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);

B. The payment of all applicable charges pursuant to this tariff;

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2.3 Obligations of the Customer (Contd.)

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2.3.1 General (Contd.)

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- C. Reimbursing the Company for damages to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- D. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;
- E. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.D. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- F. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

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2.3 Obligations of the Customer (Contd.)

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2.3.1 General (Contd.)

- 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 Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1.E above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- H. Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- I. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

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

- A. Any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

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2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims (Cont'd)

- B. Any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

- A. Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Service furnished by the company is not part of a joint undertaking with such other carriers.
- B. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- C. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provision of this tariff.
- D. The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.4.2 Inspections

- A. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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2.4 Customer Equipment and Channels (Contd.)

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2.4.2 Inspections (Contd.)

- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

- A Taxes: The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (including 911 and Relay Missouri surcharges) excluding taxes on the Company's net income assessed in conjunction with service used. All applicable taxes and surcharges shall be listed separately on the Customer's bill. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. Surcharges or billing line items other than taxes and jurisdictional franchise fees must be authorized in tariffs approved by the Commission.

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2.5 Payment Arrangements (Contd.)

2.5.2 Billing and Collection of Charges

- A. Bills shall be rendered in accordance with 4 CSR 240-33.040.
- B. A Customer shall have at least twenty-one (21) days from the rendition of the bill to pay the charges stated. If payment is not received by the Company within that time period, the Customer's account will be considered delinquent.
- C. For existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Customers may pay for service by credit card, an authorized payment agent, or personal check.
- E. Company will bill Customer a one-time charge of \$10.00 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.

2.5.3 Disputed Bills

The Customer shall notify the Company verbally or in writing of any disputed items prior to the delinquent date. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Missouri Public Service Commission in accordance with the Commission's rules of procedure.

- A. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

2.5.4 Discontinuance of Service

- A. The Company may discontinue service or cancel an application for service for any of the following:
 - 1. Upon nonpayment of any undisputed delinquent charge;
 - 2. Upon 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;

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2.5 Payment Arrangements (Cont'd)

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2.5.4 Discontinuance of Service (Cont'd)

3. Upon failure to substantially comply with terms of a settlement agreement;
 4. Upon refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
 5. Upon material misrepresentation of identity in obtaining telephone utility service; and
 6. As provided by state or federal law.
- B. Five (5) days prior to discontinuing a Customer's service, the Company will notify the Customer in writing sent by first class mail that service will be discontinued. Said written notice shall contain the following information:
1. The name and address and the Customer's telephone number.
 2. A statement for the reason of discontinuance and the cost for reconnection;
 3. The date after which the service will be discontinued unless appropriate action is taken;
 4. How the Customer may avoid the discontinuance;
 5. 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;
 6. The telephone number where the Customer may make an inquiry;
 7. A statement that this notice will not be effective if the charges involved are part of an unresolved dispute; and
 8. A statement of the exception for medical emergency pursuant to Missouri Public Service Commission Rule 4 CSR 240-33.070(7).
- C. Additionally, the Company will make reasonable efforts to contract the Customer at least 24 hours in advance prior to disconnecting telephone service.

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2.5 Payment Arrangements (Cont'd)

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2.5.4 Discontinuance of Service (Cont'd)

- D. The suspension or discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.4.A or 2.5.4.B, all applicable charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.
- F. Notwithstanding the foregoing, when a 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 any such settlement agreement shall be delivered by mail to the Customer upon the Customer's request. Matters resolved by settlement agreement shall not constitute a basis for discontinuance of service as long as the terms of the settlement agreement are followed by the Customer.
- G. Notwithstanding the foregoing, the Company will postpone a discontinuance for a time not in excess of twenty-one (21) days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under the care of a physician. Any person who alleges such emergency, if requested, shall provide the Company with reasonable evidence of such necessity.
- H. Residential service may not be discontinued by Tin Can Communications Company, L.L.C. d/b/a The CUBE for failure to pay charges not subject to the Commission's jurisdiction unless specifically authorized in Tin Can Communications Company, L.L.C. d/b/a The CUBE's tariff approved by the Commission.
- I. 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 Tin Can Communications Company, L.L.C. d/b/a The CUBE are not available to facilitate reconnection of service or on a day immediately preceding such a day.

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2.6 Allowances for Interruptions of Service

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When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs.

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1 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 Company.
- B. Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the monthly Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for services outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

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2.6 Allowances for Interruptions of Service (Contd.)

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2.62 Limitations on Allowances

No credit will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;
- B. Interruptions due to the negligence of any person using the Company's facilities with the Customer's permission.
- C. Interruptions due to the failure or malfunction of non-Company equipment;
- D. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. Interruption of service due to circumstances or causes beyond the control of the Company.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

- A. When Customer cancels an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

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2.7 Cancellation of Service (Contd.)

2.7.2 Cancellation of Service by a Customer

If a Customer cancels service before the end of the month, the recurring monthly service charge plus associated taxes, shall be prorated for the actual number of days during which service has been provided with the non-used portion being refunded to the Customer.

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party.

2.9 Notices and Communications

2.9.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.

2.9.3 All notices or other communications required to be given by the Company to the Customer pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.10 Concurrence in Southwestern Bell Telephone Company's and Sprint Missouri, Inc.'s Local and General Exchange Tariffs

With the exception of rates, the Company concurs in the conditions, limitations and restrictions applying to and governing services offered by Southwestern Bell Telephone Company and Sprint Missouri, Inc. in its local and general exchange tariffs on file with and approved by the Commission and in any amendments or revisions thereto as authorized by the Commission or applicable law.

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SECTION 3 - LOCAL EXCHANGES

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3.1 Exchange Listings

Following is a list of the exchanges where the Company will be providing local exchange services:

Southwestern Bell Telephone Company:

Adrian	Climax Springs	Hayti
Advance	Creve Couer	Herculaneum-Pevely
Agency	De Kalb	Higbe
Altenburg- Frohn	De Soto	High Ridge
Antonia	Deering	Hillsboro
Archie	Delta	Holcomb
Argyle	Dexter	Homersville
Armstrong	Downing	Imperial
Ash Grove	E.Independence	Independence
Beaufort	East Prairie	Jackson
Bell City	Edina	Jasper
Belton	Eldon	Joplin
Benton	Elsberry	Kansas City
Billings	Essex	Kennett
Bismarck	Eureka	Kirksville
Bloomfield	Excelsior Springs	Kirkwood
Bloomsdale	Fair Grove	Knob Knoster
Blue Springs	Farley	La Monte
Bonne Terre	Farmington	Ladue
Boonville	Fayette	Lake Ozark
Bowling Green	Fenton	Lamar
Bridgeton	Ferguson	Lancaster
Brookfield	Festus-Crystal City	Leadwood
Camdenton	Fisk	Lees Summit
Campbell	Flat River	Liberty
Cape Girardeau	Florissant	Lilbourn
Cardwell	Frankford	Linn
Carl Junction	Fredricktown	Lockwood
Carrollton	Freeburg	Louisiana
Carthage	Fulton	Macks Creek
Caruthersville	Gideon	Malden
Cedar Hill	Gladstone	Manchester
Center	Glasgow	Marble Hill
Chaffee	Grain Valley	Marceline
Charleston	Gravois Mills	Marionville
Chesterfield	Gray Summit	Marshall
Chillicothe	Greenwood	Marston
Clarksville	Hannibal	Maxville
Clever	Harvester	Mehlville

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3.1 Exchange List (Contd.)

Meta	San Antonio
Mexico	Sappington
Moberly	Scott City
Monett	Sedalia
Montgomery City	Senath
Morhouse	Sikeston
Nashua	Slater
Neosho	Smithville
Nevada	South Kansas City
New Franklin	Spanish Lake
New Madrid	Springfield
Nixa	Stanberry
Oak Ridge	Strafford
Oakville	Tiffany Springs
Old Appleton	Trenton
Oran	Tuscumbia
Osage Beach	Union
Overland	Valley Park
Pacific	Versailles
Parkville	Vienna
Perryville	Walnut Grove
Pierce City	Wardell
Pocahontas-New Wells	Ware
Pond	Washington
Poplar Bluff	Webb City
Portages des Sioux	Webster Groves
Portageville	Wellsville
Puxico	Westphalia
Qulin	Willard
Raytown	Wyatt
Republic	
Richmond	
Richwoods	
Risco	
Riverview	
Rogersville	
St. Charles	
St. Clair	
St. Joseph	
St. Louis	
St. Marys	
Ste. Genevieve	

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3.1 Exchange List (Contd.)

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Sprint Missouri, Inc.:

Appleton City
Blackburn
Blairstown
Brazito
Buckner
Butler
Calhoun
California
Camden Point
Centertown
Centerview
Chilhowee
Clarksburg
Clinton
Coal
Dearborn
Deepwater
Edgerton
Eugene
Fairfax
Ferrelview
Fort Leonard
Wood
Green Ridge
Hardin
Harrisonville
Henrietta

Holden
Holt
Holts Summit
Hopkins
Houstonia
Ionia
Jefferson City
Kearney
King City
Kinsville
Lake Lotawana
Lebanon
Leeton
Lexington
Lincoln
Lonejack
Malta Bend
Maryville
Missouri City
Montrose
Mound City
New Bloomfield
Newburg
Norborne
Oak Grove
Odessa

Orrick
Otterville
Pickering
Platte City
Pleasant Hill
Richland
Rolla
Russellville
Saint Robert
Saint Thomas
Salem
Smithton
Strasburg
Sweet Springs
Syracuse
Taos
Tarkio
Tipton
Ulrich
Warrensburg
Warsaw
Waverly
Waynesville
Wellington
Weston
Windsor

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SECTION 4 - SERVICE DESCRIPTIONS AND RATES Missouri Public
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4.1 Local Exchange Service

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The Company's Local Telephone Service enables the Customer to:

- Place or receive calls to any calling Station in the local calling area as defined herein;
- Access basic 911 and/or E911 Emergency Service if available in the Customer's area;
- Place or receive calls to 800 telephone numbers.

4.1.1 Basic Local Service

Basic Local Service is a service which is available for access by subscribers on a full time basis. Basic Local Service provides the Customer with a single, voice-grade communications channel and access to unlimited local calls and 911 and/or E911 calls.

Basic Local Service does not include any long distance service or other toll services. The following types of calls and services will be blocked by the Company: long distance; collect calls; operator-assisted calls; third number billed calls; directory assistance or any service that may be billed to Customer's telephone number.

4.1.2 Call Waiting

Allows the Customer to be notified of an incoming call while the Customer is having a conversation with another party.

4.1.3 Call Forwarding

Allows calls to automatically ring to another phone number.

4.1.4 Three-Way Calling

Allows the Customer to add a third party to a conversation.

4.1.5 Non-published Number

Allows the Customer to keep his local phone number out of the phone book or directory assistance.

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4.1 Local Exchange Service (Cont'd)

4.1.6 Caller ID

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This feature enables the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls).

When Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed on the called CPE during the first long silent interval of the ringing cycle.

Per line blocking for the blocking of 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: (1) 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 Customer by dialing an access code immediately prior to placing a call.

Line blocking Customers 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 Customer 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 telephone) 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, Calling Line Identification Customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer 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 the 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 Customer's premises. The installation, repair and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. 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.

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. 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 as such calls are originated from outside of Tin Can Communications Company, L.L.C. d/b/a The CUBE's system.

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4.1.7 Call Trace

REC'D JUL 30 1998

Customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by Tin Can Communications Company, L.L.C. d/b/a The CUBE, or (2) the capability to utilize Call Trace on a per activation basis, as needed. Call Trace allows the customer to dial a code (*57) to automatically request that the following information be recorded:

- * the originating telephone number;
- * the date and time of the call;
- * the date and time Call Trace was activated.

When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll-free number, which will activate a Voice Response Script and assist the customer in establishing an open file. Should the customer decide to prosecute the call originating party, the customer should contact Tin Can Communications Company, L.L.C. d/b/a The CUBE for further instructions. Activation of Call Trace never authorizes Tin Can Communications Company, L.L.C. d/b/a The CUBE to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the customer's telephone line.

4.1.8 Call Return

A function that allows the end user, by entering the appropriate code, to redial the last number that was dialed, whether or not the call was answered or unanswered.

4.1.9 Speed Dial

A service that allows the end user to pre-program up to six numbers to be automatically dialed when an end user enters the appropriate code. End users may use up to six different numbers that can be modified by the end user at any time.

4.1.10 Auto Redial

It allows the end user by pressing a pre-determined code to redial the last number entered, whether or not the call was answered or unanswered.

4.1.11 Call Blocker

A service that allows the end user to reject certain unwanted calls. The end user is allowed to specify six pre-selected numbers to be blocked. Call blocker utilizes ANI in determining which phone calls to block.

4.1.12 Anonymous Call Rejection

A service that allows the end user to block any call in which the ANI has been designated as anonymous and/or unavailable.

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4.2 Basic Local Service Rates and Charges

REC'D JUL 30 1998

A Basic Local Service Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

4.2.1 Initiation Fee

This fee will apply when Customer initiates service. This fee is refundable for ten (10) business days following the date on which the packet containing the Rights and Responsibilities of Missouri Residential Telephone Customers is postmarked. The initiation fee will also apply when Customer reapplies for service after having been disconnected by or after choosing to discontinue service with the Company. This fee does not include the first month's Recurring Charges listed in Section 4.2.2 below.

One-Time Initiation Fee	\$	40.00
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4.2.2 Recurring Charges

The basic local service charge does not include any federal, state or local taxes or surcharges, including the Missouri 911/E911 surcharge, Relay Missouri surcharge, and federal end-user surcharge. Customer is still responsible for such charges, which will be itemized in the Customer's bill pursuant to 4 CSR 240-33.040(6). The recurring monthly service charge, plus associated taxes, shall be prorated for the actual number of days which service has been provided with the non-used portion being refunded to the Customer.

Basic Local Service Charge	\$	49.99
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4.3 Optional Features Rates and Charges

	<u>Monthly</u>	<u>One-Time Activation Fee</u>
Call Waiting	\$ 5.00	3.00
Call Forwarding	\$ 5.00	3.00
Three-Way Calling	\$ 5.00	3.00
Caller ID Name & Number	\$ 10.00	3.00
Unlisted Number	\$ 3.00	3.00
Call Return	\$ 5.00	3.00
Speed Dial	\$ 5.00	3.00
Auto Redial	\$ 4.00	3.00
Call Blocker	\$ 4.00	3.00
Anonymous Call Rejection	\$ 3.00	3.00

	<u>Per Successful Activation</u>
Call Trace	\$ 6.00

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4.4 Directory Listings

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The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

4.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

4.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

4.4.3 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

4.4.5 Non-Recurring Charges

Non-Recurring Charges associated with Director Listings are as follows:

Non-Recurring

Primary Listing (one number)	N/C
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4.4.6 Recurring Charges

Monthly Recurring Charges associated with Directory Listings are as follows:

Monthly

Primary Listing (one number)	N/C
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4.5 Emergency Services (Enhanced 911)

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Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

4.6 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are subject to the approval of the Commission.

4.7 Statement of Customer's Rights and Responsibilities

Pursuant to Missouri Public Service Commission Rule 240-33.060(3), The CUBE will hand-deliver or mail its Customers the following information at the time service is requested:

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. The CUBE provides only basic local telephone service (including access to 911 and toll-free 800 services) and the custom calling services listed below. Long distance service is not provided by The CUBE. Additionally, you will not have access to the following calls, which will be blocked by The CUBE: long distance, toll, third-number billed calls, incoming collect calls and local or long distance operator services, including local and long distance directory assistance. The CUBE does not require a deposit for service.

A one-time initiation fee and the first month's service charge, plus associated taxes, are required to initiate service. The initiation fee is 100% refundable upon request for termination of service within 10 business days following the date upon which the Statement of Rights and Responsibilities is either hand-delivered or mailed to the Customer. In the situation where the Statement of Rights and Responsibilities is mailed to the Customer, the 10 business days shall start on the date of the postmark. The recurring monthly service charge, plus associated taxes, shall be prorated for the actual number of days which service has been provided with the non-used portion being refunded to the Customer.

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4.7 Statement of Customer's Rights and Responsibilities (Contd.)

REC'D JUL 30 1998

All monthly service charges must be paid in full within 21 days of the date of the rendition of the bill. If we do not receive your payment within 21 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

The CUBE's rates and charges are as follows:

One-Time Initiation Fee	\$	40.00	
Monthly Basic Local Service Charge	\$	49.99	
Custom Services:			
	<u>Monthly</u>		<u>One-Time Activation Fee</u>
Call Waiting	\$	5.00	3.00
Call Forwarding	\$	5.00	3.00
Three-Way Calling	\$	5.00	3.00
Caller ID Name & Number	\$	10.00	3.00
Unlisted Number	\$	3.00	3.00
Call Return	\$	5.00	3.00
Speed Dial	\$	5.00	3.00
Auto Redial	\$	4.00	3.00
Call Blocker	\$	4.00	3.00
Anonymous Call Rejection	\$	3.00	3.00
			<u>Per Successful Activation</u>
Call Trace		\$	6.00

The rates listed above do not include applicable taxes and surcharges, including 911 and the Relay-Missouri surcharges.

Payment Arrangements

Payment must be sent to The CUBE or made at one of our Agent locations. Payment for service may be made by credit card or check, or may be paid in cash at an authorized Agent location. If you are temporarily having difficulty paying your telephone bill, please call The CUBE immediately at (800)720-7674. By doing this, you may avoid having your phone service suspended or disconnected.

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4.7 Statement of Customer's Rights and Responsibilities (Cont'd)

Disconnection or Suspension of Telephone Service

REC'D JUL 30 1998

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

1. Nonpayment of any undisputed delinquent charge;
2. 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;
3. Failure to substantially comply with terms of a settlement agreement;
4. Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
5. Material misrepresentation of identity in obtaining telephone utility service; and as provided by state or federal law.

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

Reconnection of Service

After local telephone service has been disconnected, The CUBE will restore your service when the reason for the disconnection has been remedied. Before restoring your service, the following will be required:

1. Payment for all undisputed amounts must be received by The CUBE or its authorized Agent.
2. Installation charges must be paid again if your service has been disconnected. Installation charges will not be charged if your service has been suspended.
3. One month's advance payment has been made.

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4.7 Statement of Customer's Rights and Responsibilities (Contd.)

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Procedures for Handling Inquiries and Complaints

Telephone inquiries may be directed to The CUBE at (800)720-7674. Written inquiries may be directed to Tin Can Communications Company, L.L.C. d/b/a The CUBE at 1063 Wirt Road, Ste. 202, Houston, Texas 77056.

Accessing Emergency Services

For dialing instructions for accessing emergency services in your area, please refer to the front of your published telephone directory.

Filing a Complaint with the Missouri Public Service Commission

If The CUBE 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 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.

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