

Title Sheet

MISSOURI INTEREXCHANGE
TELECOMMUNICATIONS TARIFF

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OF

Socket Telecom, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by Socket Telecom, LLC ("Socket") within the State of Missouri.

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Socket operates as a competitive telecommunications company within the State of Missouri.

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EFFECTIVE: June 12, 2004

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Waivers

Socket Telecom, LLC, is a competitive carrier in the State of Missouri, and as such, has been granted waivers from the following statutes and regulatory rules:

4 CSR 240-10.020
4 CSR 240-30.010(2)(C)¹
4 CSR 240-30-040
4 CSR 240-33.030
4 CSR 240-35²

Section 392.210.2
Section 392.240(1)
Section 392.270
Section 392.280
Section 392.290
Section 392.300.2
Section 392.310
Section 392.320
Section 392.330
Section 392.340

¹ See 4 CSR 240-3.545(2).

² Rule has been rescinded.

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SYMBOLS

The following symbols are used for the purposes indicated below:

C - Changed regulation.

D - Delete or discontinue.

I - Increase in a rate.

M - Moved from another tariff location.

N - New.

R - Reduction in a rate.

T - Change in text but no change in rate
or regulation.

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TARIFF FORMAT

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

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a telephone network switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Company or Carrier - Socket Telecom, LLC unless otherwise clearly indicated by the context.

Commission - The Public Service Commission of Missouri.

Dedicated Access - See Special Access Origination/Termination.

LEC - Local Exchange Company

Socket (Socket) - Used in this tariff to refer to Socket Telecom, LLC unless clearly indicated by the text.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Special Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

Subscriber - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service, and authorizes Socket to presubscribe the service to Socket's network.

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Socket Telecom, LLC

Socket's services and facilities are furnished for communications originating at specified points within the state of Missouri under terms of this tariff.

Socket installs, operates, and maintains the communications services provided in accordance with the terms and conditions set forth under this tariff. The Company's services and facilities are available twenty-four hours per day, seven days per week.

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2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 Socket reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law, as described in Section 2.11 below.

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

2.2 Limitations, (Cont'd.).

- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** All facilities provided under this tariff are directly or indirectly controlled by Socket and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6** Local emergency calls, "911" or operator calls will be processed by the Local Exchange Carrier or Underlying carrier of the telephone from where the call originates.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 Socket's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.4.2 The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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

2.4 Liabilities of Company, (Cont'd.).

2.4.3 The Company shall not be liable for, and shall be held harmless by the Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, 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 out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer related to the Customer's use of the telephone network; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, except to the extent caused by negligence of the Company.

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

2.5 Deposits

The Company does not collect deposits from its Customers.

The Company is not required to extend service to potential customers who do not meet the Company's standards for creditworthiness.

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2.6 Advance Payments

The Company does not collect advance payments from its Customers.

2.7 Taxes

All state and local taxes (*i.e.*, gross receipts tax, sales tax, and municipal utilities tax), regulatory fees and charges are listed as separate line items and are not included in the quoted rates. Any other fees or surcharges other than taxes will be submitted to the Commission for approval.

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The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, universal service charges, surcharges required by law or Commission Order, and taxes imposed by any local, state, or federal government on or based upon the provision, sale or use of network services or facilities, excluding taxes on the Company's net income. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

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

2.8 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized End User of the Customer by Socket.

2.8.1 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

1) Non-recurring charges are due and payable within 21 days after the date of the invoice.

2) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, due and payable within 21 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

3) When service does not begin on the first day of the billing month, or end on the last day of the billing month, the charge will be calculated on a pro rated basis. For this purpose, every month is considered to have 30 days.

4) Billing of the Customer will begin when service starts and accrues through the day that the service is discontinued. Billing may include charges from previous periods that were not already billed.

5) If any portion of the payment is received by the company after the date due or 30 days after the invoice date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of a rate of 1.5 percent per month, or the highest interest rate which may be applied under state law for commercial transactions.

6) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted to the Company that is returned unpaid.

7) If service is disconnected for nonpayment and is later reinstalled, installation charges will apply. If service is suspended by the Company and later restored, restoration charges will apply.

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2.9 Cancellation by Customer

The Customer may cancel service by providing notice to the Company by phone, by mail, or in person. The Customer is responsible for payment of all charges for service furnished until the cancellation of service is effective.

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

2.10 Reserved for Future Use

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

2.11 Discontinuance of Service for Cause

1) The Company, upon written notice to a customer, may, without incurring any liability, cancel or suspend the provision of service in accordance with 4 CSR 240-33.070 of the applicable rules and regulations of the Missouri Public Service Commission for any of the following reasons:

- a) Nonpayment of an undisputed delinquent charge.
- b) Failure to post a required deposit or guarantee.
- c) Unauthorized use of the Company's telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- d) Failure to substantially comply with terms of a settlement agreement.
- e) Refusal after reasonable notice to permit inspection, maintenance or replacement of the Company's telephone utility equipment.
- g) Material misrepresentation of identity in obtaining the Company's telephone utility service.
- h) As provided by state or federal law.

2) At least ten (10) days written notice will be sent to the customer prior to the proposed discontinuance. Service will not be discontinued the day before or on a day when the service cannot be reconnected

3) At least 24 hours preceding a discontinuance, the Company shall attempt to contact the customer about the proposed discontinuance and explain what steps must be taken to avoid it.

4) The discontinuance of service does not relieve the customer of any obligations to pay the Company for charges due and owing for services furnished up to the time of discontinuance.

5) The provisions regarding discontinuance of service set forth in subsections 1-4 above shall also apply to commercial or business service customers unless otherwise agreed in writing by the company and the customer.

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2.12 Interruption of Service

1) A credit allowance will be given when service is interrupted, except as follows. A service is interrupted when it becomes inoperative due to the failure of the Company's facilities or equipment.

2) An interruption period begins when the Customer reports the service outage and, if necessary, releases equipment or facilities for testing and repair.

3) If the Customer reports an outage but declines to release equipment or facilities for testing and repair, the service or facility is not considered to be interrupted. No credit allowances will be made.

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

2.12.1 Limitations of Allowances

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

- 1) Due to circumstances or causes beyond the control of the Company;
- 2) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 3) During any period in which the Customer continues to use the service on an impaired basis;
- 4) During any period when the Customer has released service for maintenance or for a Customer ordered change in service;
- 5) That was not reported to the Company within ten (10) days of the date that service was affected.

2.12.2 Application of Credits for Interruptions in Service

1) Credits for interruptions flat-rated service, a credit allowance is applied on a pro rate basis against the rate depend upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2) For calculating credit allowances, every month is considered to have thirty (30) days.

3) A credit allowance will be given for interruptions of 15 minutes or more. Multiple interruptions of 15 minutes or more during any one 24-hour period will be aggregated into a single interruption.

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4) Interruptions of 24 Hours or Less: If the length of interruption to be credited is 15 minutes or more, but less than 3 hours, 1/10 day credit will be given. If the length is 3 hours or more, but less than 6 hours, 1/5 day credit will be given. If the length is 6 hours or more, but less than 12 hours, 1/2 day credit will be given. If the length of interruption to be credited is 12 hours or more, one day credit will be given.

5) Continuous Interruption Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

6) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one month period.

2.12.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of at least 8 hours or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel applies only to the circuit subject to the outage or cumulative service credits. Customer must make a cancellation request in writing within 30 days of the outage.

2.13 Billing Disputes

2.13.1 General

All bills shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written or verbal notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

If a billing dispute is resolved in favor of the Customer, the late payment charge will not be applied to the disputed amount. If a billing dispute is resolved in favor of the Company, the late payment charge will be applied.

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SECTION 3 - SERVICE AND RATE DESCRIPTION

3.1 General

Service is offered to Customers and is available throughout the state. Presubscribed service is available from equal access areas only.

Socket Telecom, LLC provides direct dialed (1+), inbound "800", travel card and intrastate data transmission services for communications originating and terminating within the State of Missouri under terms of this tariff.

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SECTION 3 - SERVICE AND RATE DESCRIPTION (CONT'D.)

3.3 Rate Periods

The appropriate rates apply for day, evening and night/weekend calls based on the following chart.

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
8:00 am to 4:59 pm	Daytime Period						
5:00 pm to 10:59 pm	Evening Period						Eve.
11:00 pm to 7:59 am	Night/Weekend Period						

The appropriate rates apply for Peak and Non-Peak calls based on the following chart.

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
7:00 am to 6:59pm	Peak Period						
7:00 pm to 6:59 am	Non-Peak Period						

3.4 Holiday Rates

Calls on the following Company-recognized holidays are rated at the evening rate period unless a lower rate would normally apply:

- New Year's Day - January 1
- Memorial Day - As nationally observed
- Independence Day - July 4
- Labor Day - As nationally observed
- Thanksgiving Day - As nationally observed
- Christmas Day - December 25

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SECTION 3 - SERVICE AND RATE DESCRIPTION (CONT'D.)

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:
$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3 - SERVICE AND RATE DESCRIPTION (CONT'D.)
3.6 Socket One Plus Service

Socket's One Plus Service is offered only in conjunction with its Interstate One Plus Service. Service is offered in equal access areas and Customers presubscribe to Socket as their Primary Interexchange Carrier. Socket One Plus Service is a Switched Access outbound and inbound service.

3.6.1 Socket One Plus Outbound Service

Service is billed in six (6) second increments following a minimum billing increment of eighteen (18) seconds. Customers must designate Socket as their primary interexchange carrier on their local access lines. Discounted pricing is available to Customers at the usage levels indicated below. There are no installation or recurring charges for service. The following intrastate per minute rates apply at all times to both outbound and inbound calls:

(A) Per Minute Rates

Usage Level	Per Minute
\$0-\$499.99	\$0.169
\$500-\$1,999.99	\$0.159
\$2,000-\$4,999.99	\$0.154
\$5,000-\$9,999.99	\$0.149
\$10,000 - over	\$0.144

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SECTION 3 - SERVICE AND RATE DESCRIPTION (CONT'D.)

3.6 Socket One Plus Service

3.6.2 Socket One Plus Toll Free Inbound Service

Socket One Plus Toll Free Inbound Service is an inward calling service. It permits termination of intrastate calls from diverse geographic locations to Customer local exchange lines or to dedicated access facilities. With Socket One Plus Toll Free Service, the customer is billed for the call rather than the call originator. Calls are billed in six (6) second increments with an initial period, for billing purposes, of eighteen (18) seconds.

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(A) Per Minute Rate Options

Usage Level	Per Minute
\$0-\$499.99	\$0.169
\$500-\$1,999.99	\$0.159
\$2,000-\$4,999.99	\$0.154
\$5,000-\$9,999.99	\$0.149
\$10,000 - over	\$0.144

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SECTION 3 - SERVICE AND RATE DESCRIPTION (CONT'D.)

3.7 Socket Residential Travel Service

Socket Residential Travel Service is a calling card service designed for residential Customers. Service is billed in whole minute increments following a minimum billing duration of one minute. Customers access the service by dialing the Company's Toll Free access number followed by the Customer's Authorization Code and destination telephone number. The following intrastate per minute rates and per call surcharges apply in addition to the corresponding interstate rate associated with each plan:

3.7.1 No Monthly Minimum Charge

Monthly Volume	Per Minute	Per Call
0-400 minutes	\$0.25	\$0.50
401-2000 minutes	\$0.25	\$0.35
2001 + minutes	\$0.25	\$0.00

3.7.2 Monthly Minimum Charge

Customers who subscribe to this option will be billed a minimum of \$25.00 per month, even if usage is below \$25.00.

Monthly Volume	Per Minute	Per Call
0-526 minutes	\$0.19	\$0.50
527-2632 minutes	\$0.19	\$0.35
2633 + minutes	\$0.19	\$0.30

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SECTION 3 - SERVICE AND RATE DESCRIPTION (CONT'D.)**3.9 Socket Telecom, LLC Switched 800 Service**

Switched 800 Service is available to business subscribers for incoming calls. Calls originate from any interstate or intrastate location over an 800 number and terminate to a Customer-provided business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of thirty (30) seconds. Rates are not mileage or time-of-day sensitive. This service is offered on a month-to-month basis and is also available on a term plan in conjunction with interstate term plan service.

	<u>Per Minute Rate</u>
Month-to-Month	\$0.1690
Term Commitment	\$0.1570

3.10 Socket Telecom, LLC Dedicated 800 Service

Dedicated 800 Service is available to business Subscribers for incoming calls. Calls originate from any interstate or intrastate location over an 800 number and terminate to a Customer-provided dedicated access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments. The minimum call duration for billing purposes is thirty (30) seconds. This service is offered on a month-to-month basis and is also available on a term plan in conjunction with interstate term plan service.

	<u>Per Minute Rate</u>
Month-to-Month	\$0.1190
Term Commitment	\$0.0900

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SECTION 4 - MISCELLANEOUS SERVICES

4.1 Reserved for Future Use

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4.2 Reserved for Future Use

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4.3 Directory Assistance

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

Directory Assistance, Per Call \$0.65

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SECTION 5 - PROMOTIONS**5.1 Promotions - General**

Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, times (not to exceed one year), and/or locations, and shall be subject to prior notification to and approval by the Commission. 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, specifying the terms of the promotion, the location and dates of the promotion.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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Columbia, Missouri 65201

SECTION 6 - DEDICATED ACCESS SERVICES

6.1 Reserved for Future Use

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6.2 Rates

Rates for dedicated access and private line services will be determined on an Individual Case Basis (ICB). 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. ICB rates will not be used for switched services.

6.3 General

At the option of the Company, service may be offered on a contract basis to meet specialized dedicated access requirements of the Customer not contemplated in this tariff. Rates for Special Access Services will be determined on an Individual Case Basis (ICB). 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. ICB rates will not be used for switched services.

ISSUED: May 13, 2004

EFFECTIVE: June 12, 2004

ISSUED BY: George Pfenenger, President
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FILED
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