

Cable & Wireless USA, Inc.

Missouri PSC Tariff No. 5
Interexchange Services
1st Revised Adoption Sheet
Replacing Original Adoption Sheet

Missouri Public

ADOPTION NOTICE

REC'D SEP 13 2002

CABLE & WIRELESS USA, INC.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF Service Commission

Cable & Wireless USA, Inc., a Delaware corporation, hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, filed with the Missouri Public Service Commission, by Cable & Wireless, Inc. in its tariff labeled Missouri PSC Tariff No. 5.

By this notice it also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which Cable & Wireless, Inc. has heretofore filed with said Commission.

CANCELLED

JUN 4 2005

VD 15-0401
Public Service Commission
MISSOURI

Issued: September 13, 2002

Effective: October 13, 2002

LaRene Flack
Manager, Tariffs and Regulatory
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, VA 22182

Missouri Public

FILED OCT 13 2002

Service Commission

Cable & Wireless, Inc.

Missouri Public
Service Commission

Missouri PSC Tariff No. 5
Interexchange Services
Original Adoption Sheet

REC'D MAY 09 2001

ADOPTION NOTICE

CABLE & WIRELESS, INC.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

Cable & Wireless, Inc., a Delaware corporation, hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences schedule agreements, divisions, authorities or other instruments whatsoever, filed with the Missouri Public Service Commission, by Cable & Wireless USA, Inc. in its tariff labeled Missouri PSC Tariff No. 5.

By this notice it also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which Cable & Wireless USA, Inc. has heretofore filed with said Commission.

CANCELLED

OCT 13 2002
1st R Adoption Sheet
Public Service Commission
MISSOURI

Missouri Public
Service Commission
67-502
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Issued: May 9, 2001

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LaRene Flack
Manager, Tariffs and Regulatory
Cable & Wireless, Inc.
8219 Leesburg Pike
Vienna, VA 22182

Cable & Wireless USA, Inc.

Missouri PSC Tariff No. 5
Interexchange Services
3rd Revised Title Sheet
Replacing 2nd Revised Title Sheet

Missouri Public

REC'D SEP 13 2002

Service Commission

Cable & Wireless USA, Inc.

8219 Leesburg Pike
Vienna, VA 22182

RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR FURNISHING RESOLD INTEREXCHANGE TELECOMMUNICATIONS SERVICES THROUGHOUT THE STATE OF MISSOURI

This tariff contains the description, regulations and rates for the furnishing of resold interexchange telecommunications services provided by Cable & Wireless USA, Inc. throughout the State of Missouri. The Company's principal offices are located at: 8219 Leesburg Pike, Vienna, Virginia 22182. This applies for service furnished within the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business in Vienna, Virginia.

CANCELLED

JUN 4 2005
75-401
Public Service Commission
MISSOURI

Issued: September 13, 2002

Effective: October 13, 2002

LaRene Flack
Manager, Tariffs and Regulatory
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, VA 22182

Missouri Public

FILED OCT 13 2002

Service Commission

Cable & Wireless, Inc.

Missouri Public
Service Commission

Missouri PSC Tariff No. 5

Interexchange Services

Second Revised Title Sheet

Replacing 1st Revised Title Sheet

REC'D MAY 09 2001

Cable & Wireless, Inc.

8219 Leesburg Pike
Vienna, VA 22182

RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR FURNISHING RESOLD INTEREXCHANGE TELECOMMUNICATIONS SERVICES THROUGHOUT THE STATE OF MISSOURI

This tariff contains the description, regulations and rates for the furnishing of resold interexchange telecommunications services provided by Cable & Wireless, Inc. throughout the State of Missouri. The Company's principal offices are located at: 8219 Leesburg Pike, Vienna, Virginia 22182. This applies for service furnished within the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business in Vienna, Virginia.

CANCELLED

OCT 13 2002
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Public Service Commission
MISSOURI

Missouri Public
Service Commission
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Issued: May 9, 2001

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LaRene Flack
Manager, Tariffs and Regulatory
Cable & Wireless, Inc.
8219 Leesburg Pike
Vienna, VA 22182

Missouri Public
Service Commission

REC'D MAY 19 2000

TARIFF SCHEDULE
APPLICABLE TO
INTRASTATE TELECOMMUNICATIONS SERVICES

FURNISHED BY:

CABLE & WIRELESS USA, INC.

CANCELLED

BETWEEN POINTS WITHIN THE

STATE OF MISSOURI

JUN 23 2001

FILED JUN 23 2001
Public Service Commission
MISSOURI

This tariff is on file with the Missouri P.S.C. and may be inspected during regular business hours. Copies may also be inspected during regular business hours at the principal place of business of Cable & Wireless USA, Inc., 8219 Leesburg Pike, Vienna, VA 22182.

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(N)

Missouri Public
Service Commission

FILED JUN 30 2000

Issued:
May 19, 2000

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:

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TARIFF SCHEDULE
APPLICABLE TO
INTRASTATE TELECOMMUNICATIONS SERVICES
FURNISHED BY:
CABLE & WIRELESS USA, INC.
BETWEEN POINTS WITHIN THE
STATE OF MISSOURI

CANCELLED

JUN 30 2000
By *LSI RSH/ALP*
Public Service Commission
MISSOURI

This Tariff supersedes Cable & Wireless Communications, Inc. Missouri P.S.C. Tariff No. 4 in its entirety.

Missouri Public
Service Commission

27 1999

Issued:
April 26, 1999

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:
May 27, 1999

REC'D SEP 13 2002

Service Commission

LIST OF WAIVED STATUTES AND REGULATIONS

The Missouri Public Service Commission in its order in the case of *In the Matter of the Application of CABLE & WIRELESS, INC. for a Certificate of Service Authority to Provide Competitive Intrastate Interexchange Telecommunications Services and Non-Switched Local Telecommunications Services within the State of Missouri*, Case No. TA-2001-505, waived the following statutes and regulations:

STATUTES

Section 392.210.2	--	Uniform System of Accounts
Section 392.240.1	--	Rates-Rentals
Section 392.270	--	Valuation of Property (Ratemaking)
Section 392.280	--	Depreciation Accounts
Section 392.290	--	Issuance of Securities
Section 392.300.2	--	Acquisition of Stock
Section 392.310	--	Stock and Debt Issuance
Section 392.320	--	Stock Dividend Payment
Section 392.330	--	Issuance of Securities, Debts and Notes
Section 392.340	--	Reorganization(s)

RULES

4 CSR 240-10.020	--	Depreciation Fund Income
4 CSR 240-30.010(2)(C)	--	Posting of Tariffs
4 CSR 240-30.040	--	Uniform System of Accounts
4 CSR 240-33.030	--	Minimum Charges
4 CSR 240-35	--	Reporting of Bypass and Customer-Specific Arrangements

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JUN 4 2005

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MISSOURI

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LaRene Flack
Manager, Tariffs and Regulatory
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, VA 22182

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LIST OF WAIVED STATUTES AND REGULATIONS

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Section 392.310	--	Stock and Debt Issuance
Section 392.320	--	Stock Dividend Payment
Section 392.330	--	Issuance of Securities, Debts and Notes
Section 392.340	--	Reorganization(s)

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4 CSR 240-30.010(2)(C)	--	Posting of Tariffs
4 CSR 240-30.040	--	Uniform System of Accounts
4 CSR 240-33.030	--	Minimum Charges
4 CSR 240-35	--	Reporting of Bypass and Customer-Specific Arrangements

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Public Service Commission
MISSOURI

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8219 Leesburg Pike
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Check Sheet

REC'D FEB 16 2000

The pages of this Tariff are effective as of the date shown at the bottom of each page. Original and revised pages as named below contain all changes from the original Tariff that are in effect on the date hereof.

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8219 Leesburg Pike
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MISSOURIMissouri Public
Commission

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8219 Leesburg Pike
Vienna, Virginia 22182Effective:
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8219 Leesburg Pike
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CONCURRING CARRIERS

None

APR 27 1999

CONNECTING CARRIERS

None

PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

When changes are made on any Tariff page, a revised page will be issued canceling the Tariff page affected; such changes will be identified through use of the following symbols:

- (C) to signify changed regulation
- (D) to signify discontinued rate or regulation
- (I) to signify increased rates
- (M) to signify matter relocated without change
- (N) to signify new rate or regulation
- (R) to signify reduced rates
- (S) to signify reissued material
- (T) to signify a change in text but no change in rate or regulation
- (Z) to signify a correction

ABBREVIATIONS

C&W USA - Cable & Wireless USA, Inc.

POP - Point-of-Presence

TRADEMARKS AND SERVICE MARKS

The following marks, to the extent, if any, used throughout this Tariff, are marks of Cable & Wireless USA, Inc.

Nationwide 800*

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Public Service Commission
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WAIVER OF RULES AND REGULATIONS

The following Rules and Regulations have been waived as indicated herein:

APR 27 1999

Statutory ProvisionsSection (s)Provision(s)

Section 392.240.1	General rate case filings
Section 392.270	Authority to ascertain value of property
Section 392.280	Depreciation accounts
Section 392.290	Right to issue stocks, bonds, indebtedness
Section 392.310	Approval of issuance of stocks, bonds, indebtedness
Section 392.320	Certificate requirement prior to issuance of stocks, bonds, etc.
Section 392.330	Accounting for disposition of funds from sale of stocks, bonds
Section 392.340	Approval required for reorganizations

Public Service Commission Rules

4 CSR 240-10.020	Depreciation
4 CSR 240-30.010(2) (C)	Keeping copy of rate schedules at central office
4 CSR 240-30.040(1)	Requirements to keep all accounts in conformity with uniform system of account of the FCC
4 CSR 240-30.040(2)	The Uniform System of Accounts components
4 CSR 240-30.040(3)	Missouri PSC authority over approval or acceptance of items or accounts under Uniform System of Accounts
4 CSR 240-30.040(5)	Detail level of Accounting of Class B carriers
4 CSR 240-30.040(6)	Plant accounts
4 CSR 240-32.030(1) (B)	Requirement to file exchange area maps
4 CSR 240-32.030(1) (C)	Records re grade of service changes
4 CSR 240-32.030(2)	Requirement to keep records within Missouri
4 CSR 240-32.050(3)	List of information available at public business office
4 CSR 240-32.050(4)	Telephone Directories
4 CSR 240-32.050(5)	Call interception after local number changes
4 CSR 240-32.050(6)	Telephone number changes due to changes in plant
4 CSR 240-32.070(4)	Public coin availability
4 CSR 240-33.030	Requirement to identify lowest-priced service
4 CSR 240-33.040(5)	Repudiation of assessment of finance charges for late payments

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TARIFF FORMAT

APR 27 1999

- A. Page Numbering - Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially, however new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal point is added. For example, a new page is added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page number on file with the Commission. For example, the fourth revised Page 14 cancels the third revised Page 14.
- 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 Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages 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. The Tariff reader should refer to the latest check sheet to find out if a particular page is the most current page on file with the Commission.
- E. Section Headings - The section headings set forth in this Tariff are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Tariff.

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APR 27 1999

SECTION 1 - APPLICATION OF TARIFF

Service Commission

This Tariff contains the regulations and charges that apply to intrastate switched telecommunications services provided by Cable & Wireless USA, Inc. (hereinafter "C&W USA" or "Carrier"), between locations within the State of Missouri. In the event of any conflict between the provisions of this Tariff and the provisions of any Service Order, Service Request, or Special Network Arrangement, the provisions of this Tariff shall control only to the extent required by law. All references herein to C&W USA FCC Tariffs, as the service offerings set forth in the C&W USA FCC Tariffs have been detariffed, shall be construed to be references to the C&W USA Standard Rates, Terms, and Conditions, referred to as Schedules, located at www.cw.com/us/schedules. Schedules may also be viewed during regular business hours at the principle place of business of Cable & Wireless USA, Inc., 8219 Leesburg Pike, Vienna, Virginia 22182.

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By:

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SECTION 1 - APPLICATION OF TARIFF

REC'D MAY 19 2000

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SECTION 1 - APPLICATION OF TARIFF

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JUL 27 1999

SECTION 2 -- GENERAL RULES AND REGULATIONS2.1 DefinitionsAccess Carrier

Collectively means either the applicable local exchange carrier, or a competitive access provider, or other local access provider, or another interexchange carrier selected by C&W USA to provide the Access Facilities between the Customer's Premises and C&W USA's POP.

Access Facilities

All facilities that connect Customer's premises to C&W USA's POP.

Authorization Code

A numerical code assigned to the Customer that enables C&W USA to identify use of Service on the Customer's account and to bill the Customer accordingly for such Service.

Authorization Form -- ("Auth Form"),

A set of C&W USA's standard applicable order forms, specification sheets and other related documentation which include all pertinent billing, technical, and other descriptive information which, upon execution by the Customer and C&W USA, will authorize C&W USA to provide services as required.

Authorized User

An end user authorized by the Customer to use the Service.

ANI

Automatic Number Identification -- Applies to the assigned number of the calling station for routing and billing purposes.

Call Initiator

A party that prearranges a conference call.

Called Station

The station at which a call terminates.

Calling Station

The station from which a call is originated.

Card Holder

Customer or another authorized user, irrespective of whether such user is authorized or unauthorized by the Customer, who is in possession of a prepaid calling card and has the capability of completing a call and charging such call to the Customer account assigned to such card.

Carrier

Cable & Wireless USA, Inc. ("C&W USA") unless context indicates otherwise.

Collect Call

A billing arrangement where a call is billed to the called station.

Commission

Missouri Public Service Commission unless context indicates otherwise.

Conferee

An end user participating in a conference call.

Customer

The company, firm, corporation, or other entity which orders or uses the Service and, has agreed by signature or otherwise to honor the terms of Service herein, and is responsible for the payment of rates and charges for Service to all Customer locations and for compliance with Tariff regulations.

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SECTION 2 -- GENERAL RULES AND REGULATIONS2.1 DefinitionsAccess Carrier

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Call Initiator

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Called Station

The station at which a call terminates.

Calling Station

The station from which a call is originated.

Card Holder

Customer or another authorized user, irrespective of whether such user is authorized or unauthorized by the Customer, who is in possession of a calling card or a prepaid calling card and has the capability of completing a call and charging such call to the Customer account assigned to such card.

Carrier

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Collect Call

A billing arrangement where a call is billed to the called station.

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Public Service Commission
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2. GENERAL RULES AND REGULATIONS (Cont.)

APR 27 1999

2.1 Definitions (Cont.)Holiday

Unless stated otherwise, C&W USA recognized Holidays are: New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day (observed) and Christmas Day (December 25). For Operator Services, the Holidays are Christmas Day and New Year's Day only.

Main Account

For a multi-location Customer, the Customer account that is responsible for payment of charges for Service and has the authority to place orders for Service, modify Service and/or discontinue Service.

Minimum Monthly Usage Commitment ("MMUC")

The minimum monthly volume usage committed to by the Customer, at the time of execution of an Auth Form.

Operator Station

A call that is completed with an assistance of an operator and is billed to the calling party.

Person-to-Person

A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

Premises

The space designated by Customer as its place(s) of business for termination of Service for its own communications needs.

Service

Intrastate telecommunications Service provided by C&W USA throughout the State of Missouri, as described in this Tariff.

Service Start Date

The date on which the Service is first made operational and available by C&W USA for the Customer's use as described in this Tariff.

Special Access Surcharge

A surcharge imposed by an Access Carrier on dedicated facilities that terminate on the Premises and have been interconnected to the local exchange network.

Terminal Equipment

Telecommunications devices, apparatus and their associated wiring, such as teleprinters, telephone, telephone handsets or data sets.

Third Party Billing

Service option that allows a call to be billed to an account different from that of a calling or called party.

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2. GENERAL RULES AND REGULATIONS (Cont.)

APR 27 1999

2.2 Undertaking of C&W USA

C&W USA undertakes to install, operate and maintain the Service in accordance with the terms and conditions set forth in this Tariff.

2.3 Limitations Of Service

- 2.3.1 Service is available for resale by Customers who assume sole responsibility to provide all functions of providing such service to their customers.
- 2.3.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. C&W USA reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available.
- 2.3.3 C&W USA reserves the right to discontinue furnishing Service, in accordance with the terms of this Tariff.
- 2.3.4 Service and facilities furnished by C&W USA under this Tariff shall be used by the Customer only for lawful purposes, and in accordance with all applicable laws, rules and regulations and of C&W USA's rules of general application.
- 2.3.5 Service may be used for transmission of communications by the Customer and by the Authorized User.
- 2.3.6 Customer may not assign or transfer, at any time prior to or after the commencement of the Service, the Customer's Service or any rights or obligations thereunder without the prior written consent of C&W USA which consent shall not be unreasonably withheld. An assignment shall be deemed to include any change of voting or management control of Customer. All regulations and conditions contained in this Tariff shall apply to all such assignees or transferees, as well as all conditions for Service. Any unauthorized assignment shall be null and void except as ratified by C&W USA.
- 2.3.7 This Tariff shall not be construed such that C&W USA and the Customer could be considered as principal and agent, partners, or employer and employee.
- 2.3.8 C&W USA's failure to insist upon strict performance of the terms of this Tariff or to exercise any rights or remedies set forth in this Tariff shall not waive any of C&W USA's rights to require strict performance of such terms, to assert any of the same rights, or to rely on any such terms any time thereafter.

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2. GENERAL RULES AND REGULATIONS (Cont.)

APR 27 1999

2.4 Liability

- 2.4.1 Customer shall defend, indemnify and hold C&W USA harmless from and against all third party claims, demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind or nature, for any and all damages of any kind arising from or related to any use of the Service or in connection with any Customer text which C&W USA, at Customer's request, prints onto Prepaid Calling Cards, or otherwise arising from the relationship with C&W USA.
- 2.4.2 C&W USA shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts of civil or military authority, acts of the public enemy, war or threats of war, accidents, fires, explosions, earthquakes, floods, unusually severe weather, epidemics, or due to any other cause beyond C&W USA's reasonable control.
- 2.4.3 If a third party solicits a Customer's order on behalf of C&W USA or promotes or endorses to the Customer the use of Service, or provides all or a portion of such Service with, for, or on behalf of C&W USA, or if a third party is involved in any other way, C&W USA and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either C&W USA or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved.
- 2.4.4 In the event that the Service or any portion thereof is unavailable to Customer due to a total or partial interruption of the Service, C&W USA's sole obligation, and Customer's sole and exclusive remedy, with respect to such interruption of Service shall be for C&W USA, if requested by Customer, to provide and for the Customer to receive a pro rata credit for the period and for the portion of the Service affected during which the Service or any part thereof was unavailable to Customer.
- 2.4.5 In no event shall C&W USA be liable for any loss of profits or for any indirect, incidental, special, exemplary, or consequential damages. C&W USA's maximum liability for any damages arising out of or related to the Service or the applicable Auth Form(s) and/or Service agreement(s) between Customer and C&W USA shall not exceed the estimated monthly charges as calculated by C&W USA for the month during which such liability arises.
- 2.4.6 C&W USA warrants that it shall provide its Service in accordance with the description of Service set forth in the applicable Auth Form and in accordance with this Tariff. C&W USA DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES WITH RESPECT TO ANY CUSTOMER TEXT PRINTED ON A PREPAID CALLING CARD.
- 2.4.7 No agents or employees of other carriers shall be deemed to be agents or employees of C&W USA.

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2. GENERAL RULES AND REGULATIONS (Cont.)2.5 Payment and Billing

JUN 27 1999

- 2.5.1 Service is billed on a monthly basis. Bills are due and payable upon receipt. In addition to any other remedies C&W USA may have, a late payment fee shall be applied on balances that remain unpaid for one calendar month following the invoice date in the amount of the lesser of (a) one and one-half percent (1-½%) per month of the amount of the late payment starting from the invoice date; or (b) the maximum amount allowed under applicable law.
- 2.5.2 Except where indicated, charges for Service shall accrue from the earlier of the Customer-requested service start date, Service Start Date, or the date set forth in Section 2.5.3, below. Partial month billings shall be prorated based on 30 days. Unless otherwise referenced in this Tariff, any fraction of a cent for C&W USA service will be rounded up to the next whole cent.
- 2.5.3 Acceptance of Service
Unless the Customer notifies C&W USA's network management center to the contrary within five (5) business days after Service Start Date, Service shall be deemed accepted by the Customer as of that day, and charges shall accrue for the Service as of the Service Start Date.
- 2.5.4 The Customer is responsible for payment of all charges for Service furnished to the Customer whether or not such use is authorized or consented to by the Customer, including but not limited to, all calls originated at the Customer's number(s); accepted at the Customer's number(s) via third party billing or collect billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The security of the Customer's Authorization codes is the responsibility of the Customer. C&W USA reserves the right to bill all calls placed using Customer's Authorization Code.
- 2.5.5 Customer of C&W USA's Inbound Service is responsible for payment for all calls placed to or via the Customer's 800 Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service by Customer-provided systems, equipment, facilities or services interconnected to the Customer's 800 Service, or use, misuse or abuse occasioned by third parties, including, without limitation, the Customer's employees, other common carriers, or members of the public who dial the Customer's 800 Service number(s) by mistake.
- 2.5.6 Taxes
Customer will be billed for and will be responsible for any applicable Federal, state, or local taxes, and similar fees related to the provision and use of Service unless Customer provides C&W USA with a valid exemption certificate.
- 2.5.7 Deposits:
- A. C&W USA reserves the right to examine the credit record of all applicants and Customers and require a security deposit when determined to be necessary to assure future payment.
 - B. Customer whose Service has been discontinued for non-payment and desires to have C&W USA reestablish Service may be required to pay a security deposit. In addition, such Customer may be required to pay any unpaid balance due to C&W USA before Service is restored.

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2. GENERAL RULES AND REGULATIONS (Cont.)

APR 27 1999

2.5 Payment and Billing (Cont.)

- C. If Customer's Service requirements have increased since the Customer's account was canceled, C&W USA may require a security deposit based on such increased requirements. If the Customer fails to submit the required deposit within five (5) business days, C&W USA may, at its discretion, discontinue Service, pursuant to Section 2.8 of this Tariff, Discontinuance of Service by C&W USA
- D. The amount of the security deposit shall be calculated in accordance with the Rules of the Missouri Public Service Commission. The Customer shall be appraised that after 180 days of Service the account will again be reviewed, and if all amounts due have been paid within the terms of Service authorization, the deposit will be refunded in full. Simple interest at the applicable rate set forth by regulation of the state in which C&W USA invoices the Customer, or if no rate is set by regulation at C&W USA's then-prevailing rate for deposits, will be paid on all sums retained on deposit.

2.5.8 For offerings where C&W USA provides Service to multiple Customer locations, the Customer will be designated the Main Account and, as such, must accept financial responsibility for all associate accounts included in the Auth Form. In the event that an associate account fails to pay C&W USA, Main Account shall be liable for all charges incurred as a result of the associate account's use of Service. The Main Account must specifically identify all associate accounts in the application for Service, and further orders which involve the commencement or discontinuation of Service will be accepted by C&W USA only from the Main Account and will be subject to all regulations in this Tariff.

2.5.9 Disputed Bills

Customer must bring billing inquiries and disputes to C&W USA's attention within forty (45) days of the invoice date. Failure to do so within this period shall be deemed an admission of the accuracy of the entire contents of the bill, and shall foreclose any opportunity to challenge the accuracy of any portion of that bill at a later date.

2.5.10 Cost of Collection

Customers will be liable to C&W USA for any and all costs and/or expenses including reasonable attorney's fees and expenses of any kind or nature, incurred by C&W USA directly or indirectly in the collection of any amounts due or while otherwise enforcing the terms of this Tariff with respect to the Customer.

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By:
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2. GENERAL RULES AND REGULATIONS (Cont.)

APR 27 1999

2.5 Payment and Billing (Cont.)2.5.11 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned unpaid by a bank or another financial institution to C&W USA for any reason, C&W USA, in addition to any other remedies available, will bill the Customer a twenty-five dollar (\$25.00) charge and will re-deposit the Check. If, after the Check is re-deposited, it is returned by the bank or the financial institution for the second time, another twenty-five dollar (\$25.00) charge will be billed to the Customer. In addition, the Customer will be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order. Notwithstanding the bad check charge provision as set forth in this Section, C&W USA may disconnect the Service in the event of returned payment, as set forth in Section 2.8.5 of this Tariff.

2.5.12 Billing To Term

If the total charges incurred by the Customer for all usage identified in the term plan as being contributory toward meeting the Customer's minimum spend commitment (net of any applicable term plan or other discounts) for any monthly billing period are not at least equal to their term plan minimum, then for that month the Customer shall pay an additional charge (as a service underutilization charge and not as penalty) equal to the difference between the Customer's term plan minimum and the total amount of net usage charges for contributory usage incurred that month.

2.6 Notices to C&W USA by Customer

A notice shall be considered given when delivered in the manner prescribed below.

2.6.1 This Section applies to:

- A. Notices of Termination of Service by Customer when such termination is prior to the end of the term commitment for such Service, or when such termination does not otherwise conform with the terms and conditions of this Tariff or Customer's Auth Form;
- B. All other notices such as ordering of Service, changes of Service, billing inquiries and other notices regarding Service.

2.6.2 Notices pertaining to 2.6.1.A, above, shall be sent to C&W USA's principle place of business, Attention: Contract Management. Such notices shall be in writing, and shall be either delivered in person; or sent by certified mail with return receipt requested; or by facsimile, electronically confirmed and followed up immediately by regular mail.

2.6.3 Notices pertaining to 2.6.1.B in the first paragraph shall be sent to a C&W USA-designated representative assigned to Customer's account, and such notices shall be either delivered in person; or sent by facsimile, electronically confirmed; or sent by regular mail.

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2. GENERAL RULES AND REGULATIONS (Cont.)

APR 27 1999

2.7 Cancellation or Termination of Service by Customer2.7.1 Cancellation of Service Prior to Service Start Date

If Customer cancels an application for Service prior to the Service Start Date, Customer shall be liable for any costs incurred by C&W USA in provisioning the Service as well as C&W USA's applicable administrative fees, if any.

2.7.2 Termination of Service without Term Commitment

Unless stated otherwise, for a Service not subject to term commitment, the Customer may, by providing thirty (30) days advance written notice to C&W USA, terminate such Service without incurring liability. Upon such a termination, Customer shall immediately cease using the Service and pay C&W USA for all charges incurred by Customer through the date such Service is discontinued.

2.7.3 Termination of Service with Term Commitment

For a Service, subject to term commitment, Customer may, by providing thirty (30) days' advance written notice to C&W USA, terminate such Service prior to the expiration of its specified term. Upon such termination, the following shall apply:

- A. Customer shall immediately cease using that Service; and
- B. Customer shall pay C&W USA for all charges incurred for that Service through the date that Service is discontinued; and
- C. Customer shall pay C&W USA any promotion credits provided to Customer by C&W USA for the terminated Service; and
- D. Customer shall pay C&W USA the minimum commitment amounts remaining in the term. For example, if the Customer committed to \$400 per month in charges, and the Service is discontinued three (3) months prior to the expiration of the specified term, the amount due to C&W USA is equal to 3 [three months] x \$400 [minimum monthly commitment] or \$1,200.

2.7.4 Renewal Period

Upon expiration of the initial term for Service, unless C&W USA and the Customer have agreed to renew such Service for a specified period of time, C&W USA shall continue to provide such Service until either C&W USA or the Customer, upon thirty (30) days prior written notice, terminates the Service. During such continuation, C&W USA may adjust the charges to the applicable month-to-month rate.

2.8 Discontinuance of Service by C&W USA

In addition to any other remedies available to C&W USA, C&W USA may, upon notice unless stated otherwise, discontinue Service or cancel an application for Service for any of the following reasons:

- 2.8.1 For nonpayment of any sum due to C&W USA; or

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2. GENERAL RULES AND REGULATIONS (Cont.)

APR 27 1999

2.8 Discontinuance of Service by C&W USA (Cont.)

- 2.8.2 In the event of a violation of any of the provisions governing the furnishing of the Service under this Tariff, or of any C&W USA rule of general application with respect to the use of Service; or
- 2.8.3 Without notice, in the event of a violation of any law, rule, regulation or policy of any government authority having jurisdiction over the Service; or
- 2.8.4 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction which prohibits C&W USA from furnishing such Service; or
- 2.8.5 In the event when payment for Service is made by a check, draft, or similar instrument that is returned unpaid by a bank or another financial institution to C&W USA for any reason; or
- 2.8.6 In case of any intentional or de facto transfer or assignment of Service without the expressed written authorization of C&W USA; or
- 2.8.7 In the event of Customer's insolvency; or
- 2.8.8 Failure to pay deposit requested by C&W USA in accordance with Section 2.5.7 of this Tariff; or
- 2.8.9 Initiation of proceedings by Customer in voluntary bankruptcy; or
- 2.8.10 Initiation of proceedings against Customer for involuntary bankruptcy which are not dismissed within ninety (90) days of initiation; or
- 2.8.11 The appointment of a receiver or trustee for Customer; or
- 2.8.12 A general assignment by the Customer for the benefit of its creditors; or
- 2.8.13 Without notice, if C&W USA deems such action necessary to protect against fraud or to otherwise protect C&W USA's personnel, agents, facilities or Service.
- 2.8.14 If Customer's account is not used for three (3) consecutive C&W USA billing cycles, C&W USA may deem such account inactive and cancel such account without further notice to the Customer.
- 2.8.15 In the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to C&W USA's equipment.

If C&W USA terminates Service as set forth above, in addition to any other remedies available to C&W USA, the Customer shall pay to C&W USA any amounts due as a result of such termination of Service, including, without limitation, any specified discontinuance charges (as an early discontinuance fee and not as a penalty) the same as if the Customer had terminated Service as set forth in Section 2.7 above. The Customer must pay all specified amounts within thirty (30) days of termination of Service.

2.9 Inspection, Testing and Adjustment

- 2.9.1 C&W USA may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or C&W USA's equipment. C&W USA may interrupt the Service at any time, without penalty to itself, because of the Customer's departure from any of these requirements.

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2. GENERAL RULES AND REGULATIONS (Cont.)

APR 27 1999

2.9 Inspection, Testing and Adjustment (Cont.)

- 2.9.2 Upon reasonable notice, the facilities provided by C&W USA shall be made available to C&W USA for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to C&W USA.
- 2.9.3 In the event of Service interruption, the Customer shall cooperate in good faith to the extent necessary to reinstate the Service, including the provision of immediate access to the Customer's Premises.
- 2.9.4 No interruption of Service allowance will be granted for the time during which such tests and adjustments are made.

2.10 Interconnection

- 2.10.1 Service furnished by C&W USA may be interconnected with services or facilities of an Access Carrier, other authorized communications common carriers or with private systems, subject to the technical limitations established by C&W USA. Service furnished by C&W USA is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of C&W USA and of others shall be provided at the Customer's expense.
- 2.10.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs, if any. The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided Terminal Equipment or communications systems with such other carriers' facilities. The Customer shall secure all licenses, permits, rights-of-ways, and other arrangements necessary for such interconnection.
- 2.10.3 The Customer shall ensure that its equipment is properly interfaced with C&W USA facilities that the signals emitted into the Carrier's network are of the following: proper mode, bandwidth, power, data speed, and signal level for the intended use by the Customer. If the Customer maintains and operates its equipment in a manner that may cause an imminent harm to C&W USA's equipment, personnel or the quality of Service to other customers, C&W USA may require the use of protective equipment at the Customer's expense. If this fails to produce quality and safety satisfactory to C&W USA, C&W USA may, upon written notice, terminate the Customer's Service pursuant to Section 2.8.15 of this Tariff.
- 2.10.4 The Customer agrees to use and maintain C&W USA-provided equipment in accordance with instructions of C&W USA. Failure to do so will void liability for interruption of Service and may make the Customer responsible for damage to C&W USA's equipment pursuant to this Section. Risk of loss for any C&W USA-furnished equipment shall pass to Customer upon delivery of such equipment to Customer's Premises.

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2. GENERAL RULES AND REGULATIONS (Cont.)

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2.10 Interconnection (Cont.)

- 2.10.5 Title to any C&W USA-furnished equipment shall at all times remain with C&W USA or its designee(s). Customer shall not permit any liens or encumbrances to be placed upon such equipment, and C&W USA shall have the right to take all actions necessary (including taking possession from Customer) to protect its ownership interest in C&W USA-furnished equipment.
- 2.10.6 Customer agrees to return to C&W USA all C&W USA-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse C&W USA upon demand, for any costs incurred by C&W USA due to the Customer's failure to comply with this provision.
- 2.10.7 If C&W USA provides any software (whether embedded in hardware as firmware or otherwise) and any related documentation (collectively "Software") to Customer, Customer shall use the Software only with C&W USA-furnished equipment, and Service. Customer shall not (a) reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works from, or transfer or transmit the Software in any form or by any means, or (b) use the Software for any purpose other than as set forth in this Section. Customer shall not have any ownership rights in, or obtain rights to, the Software. If a license agreement accompanies the Software, Customer agrees to abide by the terms of such agreement.
- 2.10.8 Customer shall sign a C&W USA-provided letter of agency to enable and authorize C&W USA to notify the local service provider of Customer's selection of C&W USA as its long distance carrier for the Customer-designated telephone numbers and to contact the local service provider on its behalf.

2.11 Allowance for Interruptions

- 2.11.1 For all Services for which charges are specified on time-sensitive basis, and which there may be interruption of an individual call, due to a condition in C&W USA's facilities or in access or termination facilities provided by other carriers, which may be remedied by re-dialing the call, the Customer will receive a credit allowance as follows:
- A. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in Service. Customer may also be granted credit for reaching a wrong number. To receive a credit, Customer must notify a C&W USA customer service representative and furnish information, including the called number, the Service subscribed to, the difficulty experienced, and the approximate time the call was placed.

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2. GENERAL RULES AND REGULATIONS (Cont.) Missouri Public
Service Commission

2.11 Allowance for Interruptions (Cont.) JUN 27 1999

- B. Credit allowance will not be made for (1) interruptions not reported to C&W USA, or (2) interruptions that are due to the failure of power, equipment, systems or services not provided by C&W USA. If Customer elects to use another means of communications after one of the above interruptions, or during a period when Customer is unable to place a call over C&W USA facilities, the Customer must pay the charges for the alternative Service used.

2.11.2 When a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted due to poor transmission or one-way transmission, the Customer will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted call, or for an entire call if it lasted less than three minutes. Customer who has reached a wrong number will be given a credit allowance up to an amount equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the situation promptly to a C&W USA customer service representative.

2.11.3 For all services which involve dedicated access, dedicated interexchange transmission, and/or dedicated termination, for which monthly recurring charges are applied and which may be interrupted for as long as several days, the Customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:

- A. When Service is interrupted for a period of less than two hours, no credit allowance will be given; or
- B. When the Service's dedicated access or termination line(s) associated with the Service are interrupted for a period of more than two hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge(s) will be given; or
- C. When the Service's access or termination line(s) associated with the Service are interrupted for a period of more than twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge(s) will be given for each twenty-four hour period or fraction thereof.

2.11.4 No credit allowances will be made for:

- A. Interruptions caused by the negligence of the Customer, Customer's Authorized User or agent and/or designees; or
- B. Interruptions due to the failure of power, equipment, systems, or services not provided by C&W USA; or
- C. Interruptions during any period during which C&W USA or its agents are not afforded access to C&W USA-provided equipment or the Premises where Access Facilities associated with Service are terminated; or
- Interruptions during any period when the Customer or user has released the Service to C&W USA for maintenance, rearrangement purposes, for the implementation of a Customer order, or for routine maintenance, testing and adjustment; or

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2. GENERAL RULES AND REGULATIONS (Cont.)

APR 27 1999

2.11 Allowance for Interruptions (Cont.)

- E. Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use it on an impaired basis; or
- F. Interruptions not reported to C&W USA; or
- G. Interruptions that are due to a cause beyond C&W USA's reasonable control, including, without limitation, problems with the Customer's Terminal Equipment, or failure of Customer to meet its responsibilities set forth in this Tariff.

2.11.5 An interruption period begins when the Customer reports to C&W USA that the Service has been interrupted and releases it for testing and repair. An interruption period ends when the Service is operative again. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service is deemed to be impaired, but not interrupted, therefore, no credit for the interruption will be allowed.

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

2.12 Mileage Measurement

Usage charges for all distance sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. Originating points for all services is the Customer's central office and the point of termination is the central office where the call terminates.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. C&W USA uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V and H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA: Mileage =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

Where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the coordinates of point 2.

The mileage is rounded up to an integer value to determine the airline mileage.

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SECTION 3 - SERVICE DESCRIPTION

REC'D JUN 20 2000

3.1 Intrastate Service Offered

Intrastate Services offered by C&W USA in Missouri are called Long Distance, Focus, EXCEL, Virtual Network Service (VNS), Venture, Simplicity, Simplicity Direct, BFI, Business First Basics, Cable & Wireless Complete, GIVN and C&W USA Residential.

(D)(N)

- 3.1.1 Long Distance and Focus Services are traditional outbound Services for switched access Customers.

(D)

Nationwide 800 is the inbound Service option for Long Distance and Focus Services.

- 3.1.2 EXCEL uses dedicated access for both outbound and inbound Service.

- 3.1.3 VNS, Venture, Simplicity, Simplicity Direct, BFI, Business First Basics and Cable & Wireless Complete, GIVN and C&W USA Residential are integrated offerings of inbound and outbound Services with switched or dedicated access, that provide unified Service for single or multi-location Customers.

- 3.1.4 Prepaid Calling Card Service enables the Card Holder to complete an outbound direct dial call from any touch-tone or rotary telephone in Missouri. Service is accessed by dialing a designated 800 number and a card identification number.

The Customer has an option to "Recharge" available balance on the Prepaid Calling Card. If a Card is Recharged, after the earlier of when the Card's value balance first becomes zero or the expiration of the Card's validity period, for each call placed through the Card, the Card's then-remaining recharge amount balance shall be decremented at the rate applicable to the Plan specified by the Customer. The Recharge rates assumes that C&W USA shall pay to the applicable taxing entity any applicable Federal excise and state and local telecommunications taxes computed based on the Recharge rates. In addition, the Card's then-remaining Recharge Amount balance shall be decremented for any applicable local, state or international taxes. When a Card's then-remaining Recharge amount balance, based on the call then in progress, is thirty (30) seconds an announcement shall be made indicating that the call shall be automatically terminated when the Card's Recharge Amount balance becomes zero.

The maximum dollar value of each Recharge Amount shall be \$50.00. To Recharge a Card, the Cardholder shall call a designated toll-free number and, in response to the automated voice prompts, provide (i) its account number for a major credit card accepted by C&W USA, (ii) PIN, and (iii) other pertinent information. A Recharge amount may be used by the Cardholder only within one (1) year from the date the Cardholder Recharges its Card.

Each Recharge amount shall be non-refundable and shall be billed by C&W USA to the Cardholder via the Cardholder's designated credit card account. For any Recharge amount that a Cardholder fails to pay to C&W USA via the Cardholder's credit card account, the Customer shall pay such amount to C&W USA within fifteen (15) days of the Customer's receipt of written notice thereof from C&W USA.

If C&W USA notifies the Customer that a credit card company has notified C&W USA that a Recharge amount is non-collectable and if C&W USA provides to the Customer the supporting documentation that C&W USA has received from the credit card company with regard to such Recharge amount, the Customer shall pay such amount to C&W USA within fifteen (15) days after the Customer's receipt of C&W USA's notice.

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MISSOURIMissouri Public
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SECTION 3 - SERVICE DESCRIPTION

APR 27 1999

3.1 Intrastate Service Offered

Intrastate Services offered by C&W USA in Missouri are called Long Distance, Focus, EXCEL, Virtual Network Service (VNS), Venture, Simplicity, Simplicity Direct, BFI, Business First Basics, Cable & Wireless Complete, Call Club and GIVN.

- 3.1.1 Long Distance and Focus Services are traditional outbound Services for switched access Customers. Call Club is an outbound service for switched access, residential Customers. Nationwide 800 is the inbound Service option for Long Distance and Focus Services.
- 3.1.2 EXCEL uses dedicated access for both outbound and inbound Service.
- 3.1.3 VNS, Venture, Simplicity, Simplicity Direct, BFI, Business First Basics and Cable & Wireless Complete and GIVN are integrated offerings of inbound and outbound Services with switched or dedicated access, that provide unified Service for single and multi-location Customers.
- 3.1.4 Prepaid Calling Card Service enables the Card Holder to complete an outbound direct dial call from any touch-tone or rotary telephone in Missouri. Service is accessed by dialing a designated 800 number and a card identification number.

The Customer has an option to "Recharge" available balance on the Prepaid Calling Card. If a Card is Recharged, after the earlier of when the Card's value balance first becomes zero or the expiration of the Card's validity period, for each call placed through the Card, the Card's then-remaining recharge amount balance shall be decremented at the rate applicable to the Plan specified by the Customer. The Recharge rates assumes that C&W USA shall pay to the applicable taxing entity any applicable Federal excise and state and local telecommunications taxes computed based on the Recharge rates. In addition, the Card's then-remaining Recharge Amount balance shall be decremented for any applicable local, state or international taxes. When a Card's then-remaining Recharge amount balance, based on the call then in progress, is thirty (30) seconds an announcement shall be made indicating that the call shall be automatically terminated when the Card's Recharge Amount balance becomes zero.

The maximum dollar value of each Recharge Amount shall be \$50.00. To Recharge a Card, the Cardholder shall call a designated toll-free number and, in response to the automated voice prompts, provide (i) its account number for a major credit card accepted by C&W USA, (ii) PIN, and (iii) other pertinent information. A Recharge amount may be used by the Cardholder only within one (1) year from the date the Cardholder Recharges its Card.

Each Recharge amount shall be non-refundable and shall be billed by C&W USA to the Cardholder via the Cardholder's designated credit card account. For any Recharge amount that a Cardholder fails to pay to C&W USA via the Cardholder's credit card account, the Customer shall pay such amount to C&W USA within fifteen (15) days of the Customer's receipt of written notice thereof from C&W USA.

If C&W USA notifies the Customer that a credit card company has notified C&W USA that a Recharge amount is non-collectable and if C&W USA provides to the Customer the supporting documentation that C&W USA has received from the credit card company with regard to such Recharge amount, the Customer shall pay such amount to C&W USA within fifteen (15) days after the Customer's receipt of C&W USA's notice.

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3. SERVICE DESCRIPTION (Cont.)

Missouri Public

3.1 Intrastate Service Offered (Cont.)

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3.1.4 Prepaid Calling (Cont.)

Service Commission

C&W USA may immediately, and without prior notice to the Customer or the Cardholder, terminate the Recharge option for a particular PIN for any of the reasons for disconnection applicable to other Services and specified in Section 2 of this Tariff. In the event the Recharge option is terminated for a particular PIN, C&W USA shall not be obligated to pay the Customer for any Recharge Payments associated with that PIN.

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MISSOURI

Missouri Public

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3.1.6 Alternative Channels Services

Service Commission

A group of interexchange switched services marketed under the name of *T-NET - A Division of Cable & Wireless USA, Inc.*, via alternative distribution channels, including outside sales force.

A. CTC LD

A group of inbound and outbound service offerings with switched or dedicated access, available only via CTC LD distribution channel. A \$10.00 monthly fee will be added to all inactive accounts. In addition to basic 1+ services, additional features are available:

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3. SERVICE DESCRIPTION (Cont.)

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3.1 Intrastate Service Offered (Cont.)MISSOURI
Public Service Commission3.1.4 Prepaid Calling (Cont.)

C&W USA may immediately, and without prior notice to the Customer or the Cardholder, terminate the Recharge option for a particular PIN for any of the reasons for disconnection applicable to other Services and specified in Section 2 of this Tariff. In the event the Recharge option is terminated for a particular PIN, C&W USA shall not be obligated to pay the Customer for any Recharge Payments associated with that PIN.

3.1.5 Global Calling Card

(T)

Global Calling Card is a stand-alone travel service that includes direct dial, conference calling, and other features available at rates currently published in this Tariff. Applicable rates will be equal to travel rates for whatever C&W USA product Customer currently subscribes to, or BFB travel rates, if no other services in this Tariff apply.

Global Calling Card enables Global Calling Card cardholders to use their Global Calling Card to complete outbound intrastate long-distance calls from any touch-tone or rotary telephone in the state. Global Calling Card offers voice prompts in English, Spanish and Cantonese.

(T)

(T)

Other Global Calling Card features include (i) customer-selectable alpha or numeric authorization codes, (ii) account/security codes, (iii) certain calling, usage and account speed dial restrictions are available, (iv) Quick Conference which allows conferencing up to six (6) conferees without requiring operator assistance, (v) connection to the C&W USA conference center for operator-assisted conference calling for more than six (6) conferees, (vi) voice mail which allows a caller to leave messages via a toll-free number for retrieval by a Global Calling Card cardholder, (vii) fax mail which allows a cardholder to have a fax mailbox available to receive facsimile messages, store such messages, and retrieve and transmit such messages to a facsimile machine, (viii) pager/telephone notification by a preprogrammed number which allows a Global Calling Card cardholder to have the choice of being notified by either pager or telephone call when a voice message or facsimile has been received in their mailbox, and (ix) personal speed dial and account level speed dial.

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3.1.6 Alternative Channels Services

A group of interexchange switched services marketed under the name of *T-NET - A Division of Cable & Wireless USA, Inc.*, via alternative distribution channels, including outside sales force.

A. CTC LD

A group of inbound and outbound service offerings with switched or dedicated access, available only via CTC LD distribution channel. A \$10.00 monthly fee will be added to all inactive accounts. In addition to basic 1+ services, additional features are available:

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Vienna, Virginia 22182Effective:
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3. SERVICE DESCRIPTION (Cont.)3.1 Intrastate Service Offered (Cont.)

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3.1.4 Prepaid Calling (Cont.)

C&W USA may immediately, and without prior notice to the Customer or the Cardholder, terminate the Recharge option for a particular PIN for any of the reasons for disconnection applicable to other Services and specified in Section 2 of this Tariff. In the event the Recharge option is terminated for a particular PIN, C&W USA shall not be obligated to pay the Customer for any Recharge Payments associated with that PIN.

3.1.5 Personal Office

Personal Office is a stand-alone travel service that includes direct dial, conference calling, and other features available at rates currently published in this Tariff. Applicable rates will be equal to travel rates for whatever C&W USA product Customer currently subscribes to, or BFB travel rates, if no other services in this Tariff apply.

Personal Office enables Personal Office cardholders to use their Personal Office cards to complete outbound intrastate long-distance calls from any touch-tone or rotary telephone in the state. Personal Office offers voice prompts in English, Spanish and Cantonese.

Other Personal Office features include (i) customer-selectable alpha or numeric authorization codes, (ii) account/security codes, (iii) certain calling, usage and account speed dial restrictions are available, (iv) Quick Conference which allows conferencing up to six (6) conferees without requiring operator assistance, (v) connection to the C&W USA conference center for operator-assisted conference calling for more than six (6) conferees, (vi) voice mail which allows a caller to leave messages via a toll-free number for retrieval by a Personal Office cardholder, (vii) fax mail which allows a cardholder to have a fax mailbox available to receive facsimile messages, store such messages, and retrieve and transmit such messages to a facsimile machine, (viii) pager/telephone notification by a preprogrammed number which allows a Personal Office cardholder to have the choice of being notified by either pager or telephone call when a voice message or facsimile has been received in their mailbox, and (ix) personal speed dial and account level speed dial.

3.1.6 Alternative Channels Services

A group of interexchange switched services marketed under the name of *T-NET - A Division of Cable & Wireless USA, Inc.*, via alternative distribution channels, including outside sales force.

A. CTC LD

A group of inbound and outbound service offerings with switched or dedicated access, available only via CTC LD distribution channel. A \$10.00 monthly fee will be added to all inactive accounts. In addition to basic 1+ services, additional features are available:

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3. SERVICE DESCRIPTION (Cont.)3.1 Intrastate Service Offered (Cont.)3.1.6 Alternative Channels Services (Cont.)(1) 800 Features

Multi-Location Routing Features - billed on per feature, per toll-free number basis. A set-up fee and a change charge apply. The following are available:

Day of Year
Day of Week
Time of Day
Percent of Calls
Area Code
Area Code and Exchange

(2) Selected Coverage Blocking Features

Blocking features are available for selected area code or area code and exchange blocking. Services is billed on per feature, per toll-free number basis. A set-up fee and a change charge apply.

(3) Real Time ANI

A set - up fee applies.

(4) Programmable 800

Permits Customer to redirect calls from one terminating location to another. A recurring monthly fee applies per each toll free number

(5) 800 Directory Assistance Listing

Recurring monthly fee per toll free number.

(6) Accounting Features

Security and Alpha Account Codes have a per account charge.

(7) CDR Billing Charges

Set-up and monthly media charges.

Set-up and monthly media charge for weekly billing.

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3. SERVICE DESCRIPTION (Cont.)3.1 Intrastate Service Offered (Cont.)3.1.6 Alternative Channels Services (Cont.)(1) 800 Features

Multi-Location Routing Features - billed on per feature, per toll-free number basis. A set-up fee and a change charge apply. The following are available:

Day of Year
Day of Week
Time of Day
Percent of Calls
Area Code
Area Code and Exchange

(2) Selected Coverage Blocking Features

Blocking features are available for selected area code or area code and exchange blocking. Services is billed on per feature, per toll-free number basis. A set-up fee and a change charge apply.

(3) Real Time ANI

A set - up fee applies.

(4) Programmable 800

Permits Customer to redirect calls from one terminating location to another. A recurring monthly fee applies per each toll free number

(5) 800 Directory Assistance Listing

Recurring monthly fee per toll free number.

(6) Accounting Features

Security and Alpha Account Codes have a per account charge

(7) CDR Billing Charges

Set-up and monthly media charges.
Set-up and monthly media charge for weekly billing.

B. United Telnet

A group of inbound and toll free service offerings with switched and dedicated access, available only via United Telnet distribution channel. Minimum monthly usage requirements and/or term commitments may apply. Customers may choose from several different rate plans, based on a combination of interstate and international rate levels, as well as other, administrative features available with each plan that best appeal to the customer. All switched calls, including Travel Card calls, as well as dedicated toll-free(800/888) calls are billed in 6-second increments after 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments.

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3. SERVICE DESCRIPTION (Cont.)3.1 Intrastate Service Offered (Cont.)3.1.6 Alternative Channels Services (Cont.)C. Partner BFI

A group of integrated inbound and toll free service offerings with switched and dedicated access, available via selected distribution channel. Minimum monthly usage requirements and/or term commitments may apply. Customers may choose from several different rate plans, based on a combination of interstate and international rate levels, as well as other, administrative features available with each plan that best appeal to the customer. Switched outbound and inbound calls, dedicated inbound calls and calling card calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

D. Premium Partner Long Distance (PPLD)

An inbound/outbound switched access 1+ service, available only via select distribution channels.

3.1.7 Cable & Wireless Complete

A group of integrated inbound/toll free service offerings with switched and dedicated access, available to customers via selected distribution channel. Set up fees, other monthly fees and minimum monthly usage requirements may apply. Calling card and administrative features are available to Cable & Wireless Complete customers. Switched outbound and inbound calls, dedicated inbound calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration. (D)

3.1.8 Global Intelligent Virtual Network

GIVN, offered in conjunction with the Company's interstate GIVN service, provides the functionality and capabilities of a private network through the use of shared transmission facilities, operated by a single software-controlled management system. GIVN utilizes switched or dedicated access, is available to single or multi-location customers, and is compatible with most existing public and private networks. GIVN intrastate usage is billed at a flat rate that is not time of day or distance sensitive.

Excluding Mexico, GIVN basic Outbound service is billed with an 18-second minimum, in 1-second increments thereafter. Toll-Free associated with GIVN is billed in the same increments as BFI set forth in Section 3 of this tariff. GIVN calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of GIVN usage may apply based upon customer's monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts. Other optional GIVN customer features and capabilities are set forth in C&W USA's Schedules. (D)

GIVN On-Net and Off-Net capability is defined below.

On-Net = GIVN customer locations connected to C&W USA network via dedicated access facilities.

Off-Net = GIVN location which accesses GIVN network via switched access; calls made by GIVN customer location terminating to a non-GIVN location.

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3. SERVICE DESCRIPTION (Cont.)3.1 Intrastate Service Offered (Cont.)3.1.6 Alternative Channels Services (Cont.)C. Partner BFI

A group of integrated inbound and toll free service offerings with switched and dedicated access, available via selected distribution channel. Minimum monthly usage requirements and/or term commitments may apply. Customers may choose from several different rate plans, based on a combination of interstate and international rate levels, as well as other, administrative features available with each plan that best appeal to the customer. Switched outbound and inbound calls, dedicated inbound calls and calling card calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

D. Premium Partner Long Distance (PPLD)

An inbound/outbound switched access 1+ service, available only via select distribution channels.

3.1.7 Cable & Wireless Complete

A group of integrated inbound/toll free service offerings with switched and dedicated access, available to customers via selected distribution channel. Set up fees, other monthly fees and minimum monthly usage requirements may apply. Calling card and administrative features are available to Cable & Wireless Complete customers. Switched outbound and inbound calls, dedicated inbound calls and calling card calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

3.1.8 Global Intelligent Virtual Network

GIVN, offered in conjunction with the Company's interstate GIVN service, provides the functionality and capabilities of a private network through the use of shared transmission facilities, operated by a single software-controlled management system. GIVN utilizes switched or dedicated access, is available to single or multi-location customers, and is compatible with most existing public and private networks. GIVN intrastate usage is billed at a flat rate that is not time of day or distance sensitive.

Excluding Mexico, GIVN basic Outbound service is billed with an 18-second minimum, in 1-second increments thereafter. Toll-Free & Calling Card service associated with GIVN is billed in the same increments as BFI set forth in Section 3 of this tariff. GIVN calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of GIVN usage may apply based upon customer's monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts. Other optional GIVN customer features and capabilities are set forth in C&W USA's Schedules.

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GIVN On-Net and Off-Net capability is defined below.

On-Net = GIVN customer locations connected to C&W USA network via dedicated access facilities.

Off-Net = GIVN location which accesses GIVN network via switched access; calls made by GIVN customer location terminating to a non-GIVN location.

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3. SERVICE DESCRIPTION (Cont.)3.1 Intrastate Service Offered (Cont.)3.1.6 Alternative Channels Services (Cont.)C. Partner BFI

A group of integrated inbound and toll free service offerings with switched and dedicated access, available via selected distribution channel. Minimum monthly usage requirements and/or term commitments may apply. Customers may choose from several different rate plans, based on a combination of interstate and international rate levels, as well as other, administrative features available with each plan that best appeal to the customer. Switched outbound and inbound calls, dedicated inbound calls and calling card calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

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D. Premium Partner Long Distance (PPLD)

An inbound/outbound switched access 1+ service, available only via select distribution channels.

3.1.7 Cable & Wireless Complete

A group of integrated inbound/toll free service offerings with switched and dedicated access, available to customers via selected distribution channel. Set up fees, other monthly fees and minimum monthly usage requirements may apply. Calling card and administrative features are available to Cable & Wireless Complete customers. Switched outbound and inbound calls, dedicated inbound calls and calling card calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

3.1.8 Global Intelligent Virtual Network

GIVN, offered in conjunction with the Company's interstate GIVN service, provides the functionality and capabilities of a private network through the use of shared transmission facilities, operated by a single software-controlled management system. GIVN utilizes switched or dedicated access, is available to single or multi-location customers, and is compatible with most existing public and private networks. GIVN intrastate usage is billed at a flat rate that is not time of day or distance sensitive.

Excluding Mexico, GIVN basic Outbound service is billed with an 18-second minimum, in 1-second increments thereafter. Toll-Free & Calling Card service associated with GIVN is billed in the same increments as BFI set forth in Section 3 of this tariff. GIVN calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of GIVN usage may apply based upon customer's monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts. Other optional GIVN customer features and capabilities are set forth in C&W USA's FCC Tariff.

GIVN On-Net and Off-Net capability is defined below.

On-Net = GIVN customer locations connected to C&W USA network via dedicated access facilities.

Off-Net = GIVN location which accesses GIVN network via switched access; calls made by GIVN customer location terminating to a non-GIVN location.

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3. SERVICE DESCRIPTION (Cont.)3.1 Intrastate Service Offered (Cont.)3.1.6 Alternative Channels Services (Cont.)C. Partner BFI

A group of integrated inbound and toll free service offerings with switched and dedicated access, available via selected distribution channel. Minimum monthly usage requirements and/or term commitments may apply. Customers may choose from several different rate plans, based on a combination of interstate and international rate levels, as well as other, administrative features available with each plan that best appeal to the customer. Switched outbound and inbound calls, dedicated inbound calls and calling card calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

D. Call Club Residential Service

Call Club is a residential outbound, switched-based service that is available only to residential Customers served by equal access end offices. To place a long distance call, the Call Club Customer dials a special access code (1010566) + the desired 10-digit telephone number. Usage is billed at a flat per minute rate that is not time of day or distance sensitive, as set forth below. Calls are billed in one minute increments with a one minute minimum. Any fraction of an increment is rounded up to the next whole minute. A monthly \$4.95 fee applies, per ANI, to any usage the Call Club Customer has during the monthly billing period. There are no optional services or volume discounts applicable to Call Club service. Customer is responsible for the charges incurred in accessing Call Club service. Such charges will be billed to the originating number by the appropriate local carrier in the absence of special billing instructions from the Customer.

Call Club Outbound - Per Minute Usage

Mileage	Rate
All	\$0.135

E. Premium Partner Long Distance (PPLD)

An inbound/outbound switched access 1+ service, available only via select distribution channels.

3.1.7 Cable & Wireless Complete

A group of integrated inbound/toll free service offerings with switched and dedicated access, available to customers via selected distribution channel. Set up fees, other monthly fees and minimum monthly usage requirements may apply. Calling card and administrative features are available to Cable & Wireless Complete customers. Switched outbound and inbound calls, dedicated inbound calls and calling card calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

3.1.8 Global Intelligent Virtual Network

GIVN, offered in conjunction with the Company's interstate GIVN service, provides the functionality and capabilities of a private network through the use of shared transmission facilities, operated by a single software-controlled management system. GIVN utilizes switched or dedicated access, is available to single or multi-location customers, and is compatible with most existing public and private networks. GIVN intrastate usage is billed at a flat rate that is not time of day or distance sensitive.

Excluding Mexico, GIVN basic Outbound service is billed with an 18-second minimum, in 1-second increments thereafter. Toll-Free & Calling Card service associated with GIVN is billed in the same increments as BFI set forth in Section 3 of this tariff. GIVN calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of GIVN usage may apply based upon customer's monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts. Other optional GIVN customer features and capabilities are set forth in C&W USA's FCC Tariff.

GIVN On-Net and Off-Net capability is defined below.

On-Net = GIVN customer locations connected to C&W USA network via dedicated access facilities.

Off-Net = GIVN location which accesses GIVN network via switched access; calls made by GIVN customer location terminating to a non-GIVN location.

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3. SERVICE DESCRIPTION (Cont.)3.1 Intrastate Service Offered (Cont.)3.1.6 Alternative Channels Services (Cont.)C. Partner BFI

A group of integrated inbound and toll free service offerings with switched and dedicated access, available via selected distribution channel. Minimum monthly usage requirements and/or term commitments may apply. Customers may choose from several different rate plans, based on a combination of interstate and international rate levels, as well as other, administrative features available with each plan that best appeal to the customer. Switched outbound and inbound calls, dedicated inbound calls and calling card calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

D. Call Club Residential Service

Call Club is a residential outbound, switched-based service that is available only to residential Customers served by equal access end offices. To place a long distance call, the Call Club Customer dials a special access code (1010566) + the desired 10-digit telephone number. Usage is billed at a flat per minute rate that is not time of day or distance sensitive, as set forth below. Calls are billed in one minute increments with a one minute minimum. Any fraction of an increment is rounded up to the next whole minute. A monthly \$4.95 fee applies, per ANI, to any usage the Call Club Customer has during the monthly billing period. There are no optional services or volume discounts applicable to Call Club service. Customer is responsible for the charges incurred in accessing Call Club service. Such charges will be billed to the originating number by the appropriate local carrier in the absence of special billing instructions from the Customer.

Call Club Outbound - Per Minute Usage

Mileage	Rate
All	\$0.135

E. Premium Partner Long Distance (PPLD)

An inbound/outbound switched access 1+ service, available only via select distribution channels.

(N)

3.1.7 Cable & Wireless Complete

A group of integrated inbound/toll free service offerings with switched and dedicated access, available to customers via selected distribution channel. Set up fees, other monthly fees and minimum monthly usage requirements may apply. Calling card and administrative features are available to Cable & Wireless Complete customers. Switched outbound and inbound calls, dedicated inbound calls and calling card calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

3.1.8 Global Intelligent Virtual Network

GIVN, offered in conjunction with the Company's interstate GIVN service, provides the functionality and capabilities of a private network through the use of shared transmission facilities, operated by a single software-controlled management system. GIVN utilizes switched or dedicated access, is available to single or multi-location customers, and is compatible with most existing public and private networks. GIVN intrastate usage is billed at a flat rate that is not time or distance sensitive. Excluding Mexico, all GIVN traffic is billed with an 18-second minimum, in 1-second increments thereafter. GIVN calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of GIVN usage may apply based upon customer's monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts. Other optional GIVN customer features and capabilities are set forth in C&W USA's FCC Tariff.

GIVN On-Net and Off-Net capability is defined below.

On-Net = GIVN customer locations connected to C&W USA network via dedicated access facilities.

Off-Net = GIVN location which accesses GIVN network via switched access; calls made by GIVN customer location terminating to a non-GIVN location.

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3. SERVICE DESCRIPTION (Cont.)3.1 Intrastate Service Offered (Cont.)3.1.6 Alternative Channels Services (Cont.)C. Partner BFLI

A group of integrated inbound and toll free service offerings with switched and dedicated access, available via selected distribution channel. Minimum monthly usage requirements and/or term commitments may apply. Customers may choose from several different rate plans, based on a combination of interstate and international rate levels, as well as other, administrative features available with each plan that best appeal to the customer. Switched outbound and inbound calls, dedicated inbound calls and calling card calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

D. Call Club Residential Service

Call Club is a residential outbound, switched-based service that is available only to residential Customers served by equal access end offices. To place a long distance call, the Call Club Customer dials a special access code (1010566) + the desired 10-digit telephone number. Usage is billed at a flat per minute rate that is not time of day or distance sensitive, as set forth below. Calls are billed in one minute increments with a one minute minimum. Any fraction of an increment is rounded up to the next whole minute. A monthly \$4.95 fee applies, per ANI, to any usage the Call Club Customer has during the monthly billing period. There are no optional services or volume discounts applicable to Call Club service. Customer is responsible for the charges incurred in accessing Call Club service. Such charges will be billed to the originating number by the appropriate local carrier in the absence of special billing instructions from the Customer.

Call Club Outbound - Per Minute Usage

Mileage	Rate
All	\$0.135

3.1.7 Cable & Wireless Complete

A group of integrated inbound/toll free service offerings with switched and dedicated access, available to customers via selected distribution channel. Set up fees, other monthly fees and minimum monthly usage requirements may apply. Calling card and administrative features are available to Cable & Wireless Complete customers. Switched outbound and inbound calls, dedicated inbound calls and calling card calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

3.1.8 Global Intelligent Virtual Network

GIVN, offered in conjunction with the Company's interstate GIVN service, provides the functionality and capabilities of a private network through the use of shared transmission facilities, operated by a single software-controlled management system. GIVN utilizes switched or dedicated access, is available to single or multi-location customers, and is compatible with most existing public and private networks. GIVN intrastate usage is billed at a flat rate that is not time or distance sensitive. Excluding Mexico, all GIVN traffic is billed with an 18-second minimum, in 1-second increments thereafter. GIVN calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of GIVN usage may apply based upon customer's monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts. Other optional GIVN customer features and capabilities are set forth in C&W USA's FCC Tariff.

GIVN On-Net and Off-Net capability is defined below.

On-Net = GIVN customer locations connected to C&W USA network via dedicated access facilities.

Off-Net = GIVN location which accesses GIVN network via switched access; calls made by GIVN customer location terminating to a non-GIVN location.

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8219 Leesburg Pike
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May 27, 1999

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SECTION 3 - SERVICE DESCRIPTION (Cont.)3.1 Intrastate Service Offered (cont.)3.1.9 C&W USA Residential Service

C&W USA Residential provides switched access, inbound and outbound service, at a flat rate that is not time of day or distance sensitive. Calls are billed in 6-second increments, after a 30-second per call minimum. Conference call service, described in Section 3 of this Tariff, is available to C&W USA Residential customers. A \$25 minimum monthly usage charge (MMUC) applies, excluding taxes and surcharges. If MMUC is not met, a \$3.00 charge will be assessed and added to Customer's invoice. Usage rates applicable to Conference Calling are set forth in Section 5 of this Tariff.

Rate
\$1090

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3.2 Billing Information (Cont.)

3.1.2 When a call is established in one time-of-day rate period and ends in another, the rate in effect at call origination applies to the entire call duration.

3.2.2 The hours included in a rate period (e.g., 8 am - 5 pm) apply from the first stated hour (e.g., 8 am) and continue to, but do not include, the second stated hour (e.g., 5 pm).

3.2.3 Unless otherwise specified, time-of-day rate periods are as follows:

Day:	Monday - Friday, 8 a.m. - 5 p.m.
Evening*:	Sunday - Friday, 5 p.m. - 11 p.m.
Night/Weekend:	All other times
Peak:	Monday - Friday, 8 a.m. - 5 p.m.
Off-Peak**:	All other times

*Evening rate applies during Holidays, unless a lower rate would normally apply.

**Off-Peak rate applies during Holidays.

3.2.4 Minimum Call Completion Rate: The C&W USA network is designed to insure that no more than 5% of all calls are blocked during the busy hour of the average business day. The network circuits are designed and engineered to provide high quality transmission of the human voice with a minimum level of impairment such as noise and echo. However, overall quality may vary somewhat due to the variability in quality of connections provided by the local telephone companies or the transmission facilities of underlying carriers, which are beyond C&W USA's control.

3.2.5 Timing of Calls:

- A. On direct dialed outbound and inbound calls provided pursuant to this Tariff, and except as set forth in Section 3.2.5.C below, chargeable call duration accrues from the time the called party answers, as indicated by Carrier's receipt of answer supervision, until one of the parties hangs up, as detected by Carrier's equipment.
- B. Carrier may receive answer supervision signaling directly from local exchange carriers, may employ software answer supervision, or may receive answer supervision from other interexchange carriers. These other interexchange carriers may themselves employ either local exchange carrier-provided answer supervision or some other method of determining called party on-hook or off-hook status.
- C. Call duration recording of Conference Calling and Operator Service calls does not necessarily employ answer supervision on every call. 800 Service calls terminating on a Customer's PBX or comparable Customer premises equipment will be timed commencing when Carrier receives answer supervision from such communications system.

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SECTION 3 - SERVICE DESCRIPTION (Cont.)

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3.2 Billing Information (Cont.)

- 3.2.1 When a call is established in one time-of-day rate period and ends in another, the rate in effect at call origination applies to the entire call duration.
- 3.2.2 The hours included in a rate period (e.g., 8 am - 5 pm) apply from the first stated hour (e.g., 8 am) and continue to, but do not include, the second stated hour (e.g., 5 pm).
- 3.2.3 Unless otherwise specified, time-of-day rate periods are as follows:
- | | |
|----------------|-----------------------------------|
| Day: | Monday - Friday, 8 a.m. - 5 p.m. |
| Evening*: | Sunday - Friday, 5 p.m. - 11 p.m. |
| Night/Weekend: | All other times |
| Peak: | Monday - Friday, 8 a.m. - 5 p.m. |
| Off-Peak**: | All other times |
- *Evening rate applies during Holidays, unless a lower rate would normally apply.
**Off-Peak rate applies during Holidays.
- 3.2.4 Minimum Call Completion Rate: The C&W USA network is designed to insure that no more than 5% of all calls are blocked during the busy hour of the average business day. The network circuits are designed and engineered to provide high quality transmission of the human voice with a minimum level of impairment such as noise and echo. However, overall quality may vary somewhat due to the variability in quality of connections provided by the local telephone companies or the transmission facilities of underlying carriers, which are beyond C&W USA's control.
- 3.2.5 Timing of Calls:
- A. On direct dialed outbound and inbound calls provided pursuant to this Tariff, and except as set forth in Section 3.2.5.C below, chargeable call duration accrues from the time the called party answers, as indicated by Carrier's receipt of answer supervision, until one of the parties hangs up, as detected by Carrier's equipment.
- B. Carrier may receive answer supervision signaling directly from local exchange carriers, may employ software answer supervision, or may receive answer supervision from other interexchange carriers. These other interexchange carriers may themselves employ either local exchange carrier-provided answer supervision or some other method of determining called party on-hook or off-hook status.
- C. Call duration recording of Conference Calling and Operator Service calls does not necessarily employ answer supervision on every call. 800 Service calls terminating on a Customer's PBX or comparable Customer premises equipment will be timed commencing when Carrier receives answer supervision from such communications system.

3.3 Additional Options - Switched Service3.3.1 Customized Discounts

Unless otherwise stated, all discount schedules involving usage levels incorporate intrastate, interstate, and international calling. Discounts do not apply to Directory Assistance and 976 surcharges.

Area Code Select - applies to calls made to the area code Customer calls most often; can be used with Regional Zone, Intra-Company or VIP discounts.

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3.3 Additional Options - Switched Service3.3.1 Customized Discounts

Unless otherwise stated, all discount schedules involving usage levels incorporate intrastate, interstate, and international calling. Discounts do not apply to Directory Assistance and 976 surcharges.

Area Code Select - applies to calls made to the area code Customer calls most often; can be used with Regional Zone, Intra-Company or VIP discounts.

Super Saver Area Code - applies to calls to the area code (from a list of pre-determined area codes) Customer calls most often.

800 Area Code Select - applies to calls made from the area code generating the highest 800 volume calling; can be used with Regional Zone, Intra-Company or VIP discounts.

CAP500 - program for Long Distance and Focus Customers, replacing all other discounts.

Intra-Company - applies to calls to Customer designated company locations; mutually exclusive with Regional Zone and VIP.

Regional Calling Zone - applies to calls to or from the zone Customer selects (from 1 of 10 predetermined zones); mutually exclusive with Intra-Company and VIP.

Super Saver Number - applies to call to the telephone number Customer calls most often.

Term Plan - involves a minimum monthly billed usage and commitment to a contract term of 12, 18, 24, or 36 months.

(D)

VIP Numbers - applies to calls to or from five (5) Customer-selected telephone numbers; mutually exclusive with Intra-Company and Regional Zone.

3.3.2 Directory Assistance

Directory Assistance is available. A per call charge will be applied to each call. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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SECTION 3 - SERVICE DESCRIPTION (Cont.)3.3 Additional Options - Switched Service (Cont.)

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Super Saver Area Code - applies to calls to the area code (from a list of pre-determined area codes) Customer calls most often.

800 Area Code Select - applies to calls made from the area code generating the highest 800 volume calling; can be used with Regional Zone, Intra-Company or VIP discounts.

CAP500 - program for Long Distance and Focus Customers, replacing all other discounts.

Intra-Company - applies to calls to Customer designated company locations; mutually exclusive with Regional Zone and VIP.

3.3.1 Customized Discounts (Cont.)

Super Saver Area Code - applies to calls to the area code (from a list of pre-determined area codes) Customer calls most often.

Regional Calling Zone - applies to calls to or from the zone Customer selects (from 1 of 10 predetermined zones); mutually exclusive with Intra-Company and VIP.

Super Saver Number - applies to call to the telephone number Customer calls most often.

Term Plan - involves a minimum monthly billed usage and commitment to a contract term of 12, 18, 24, or 36 months.

Travel Speed Dial - applies to Travel/Calling Card calls to Customer designated speed dial numbers; can be used with Area Code Select, Intra-Company, Regional Zone, VIP discounts, or Super Saver discounts.

VIP Numbers - applies to calls to or from five (5) Customer-selected telephone numbers; mutually exclusive with Intra-Company and Regional Zone.

Super Saver Area Code - applies to calls to the area code (from a list of pre-determined area codes) Customer calls most often.

3.3.2 Directory Assistance

Directory Assistance is available. A per call charge will be applied to each call. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Upon Customer's request, a credit allowance for Directory Assistance will be provided if the Customer experiences poor transmission quality; receives an incorrect telephone number; or inadvertently misdials the intended Directory Assistance number; and notifies C&W USA's Customer Service immediately upon experiencing the problem.

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SECTION 3 - SERVICE DESCRIPTION (Cont.)Missouri Public
Service Commission3.3 Additional Options - Switched Service (Cont.)

APR 27 1999

3.3.3 976 Surcharge

Calls to a 976-XXXX number will be assessed a surcharge.

3.3.4 800 Call Attempts

If a Customer's volume of uncompleted 800 calls exceeds 50% of call attempts, a surcharge will be assessed.

3.3.5 Conference Calling

A variety of options for setting up conference calls is available

3.3.6 Operator Services - The following operator assistance options are available:

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Credit Card/Calling Card
Collect Call/3rd Party Billed
Station-to-Station
Person-to-Person

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If the Customer requests C&W USA to expedite installation of Service, the Customer agrees to pay any and all expedite costs and charges associated with the expedite requests. The Customer understands that the installation of local access lines is not under the direct control of C&W USA.

3.4 Operator Services - Regulations

C&W USA will not bill for incomplete calls where answer supervision is available. Where answer supervision is not available, each call is timed by C&W USA; all calls that last 55 seconds or less after the long distance number has been dialed are not billed. Calls that last longer than 55 seconds are billed, starting 18 seconds after the last digit of the long distance number is dialed, from the intervention of the operator or automated equipment. C&W USA will not bill for incomplete calls and will remove any charge(s) for incomplete calls upon (i) subscriber notification or (ii) C&W USA's knowledge.

The caller and billed party, if different from the caller, will be advised that C&W USA is the operator service provider at the time of the initial contact. Rate quotes will be given upon request, at no charge, including all rate components and any additional charges. Only tariffed rates approved by the Commission for C&W USA shall appear on any local exchange company (LEC) billings. C&W USA shall be listed on the LEC billing if the LEC has multi carrier billing ability. C&W USA will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards. C&W USA will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider at no charge. Upon request, C&W USA will transfer calls to other authorized interexchange carriers or to the LEC, if billing can list the caller's actual origination point.

C&W USA offers operator services only to its presubscribed customers. C&W USA does not provide operator services to traffic aggregators serving transient end users at locations such as payphones or hotels.

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SECTION 4 - RATES

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4.1. Long Distance

Service Commission

Time of Day Rate Periods

All Long Distance calls are billed in 1-minute increments.

4.1.1 UsagePer Minute Base Rates

<u>Mileage</u>	<u>Rate</u>
0-10	\$.0990
11-14	.1390
15-18	.1790
19-23	.1990
24-28	.2590
29-33	.2790
34-40	.2990
41-50	.3090
51-60	.3390
61-80	.3690
81-100	.3790
101-125	.3990
126-150	.4290
151-190	.4390
191-300	.4790
301-430	.4990
430+	.5090

4.1.2 DiscountsVolume Discount

The following volume discounts apply to Long Distance:

<u>Usage</u>
\$250.00-1499.99
1500.00-2999.99
3000.00 +

<u>Discount</u>
5%
10%
20%

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\$500/month minimum; a \$50 charge applies to each month that the Customer does not meet the monthly minimum.

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The Long Distance product has been grandfathered. Only current Long Distance Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES4.1. Long DistanceTime of Day Rate Periods

All Long Distance calls are billed in 1-minute increments.

4.1.1 UsagePer Minute Base Rates

<u>Mileage</u>	<u>Rate</u>
0-10	\$.0990
11-14	.1390
15-18	.1790
19-23	.1990
24-28	.2590
29-33	.2790
34-40	.2990
41-50	.3090
51-60	.3390
61-80	.3690
81-100	.3790
101-125	.3990
126-150	.4290
151-190	.4390
191-300	.4790
301-430	.4990
430+	.5090

4.1.2 DiscountsVolume Discount

The following volume discounts apply to Long Distance:

<u>Usage</u>	<u>Discount</u>
\$250.00-1499.99	5%
1500.00-2999.99	10%
3000.00 +	20%

Other Discounts - CAP 500

\$500/month minimum; a \$50 charge applies to each month that the Customer does not meet the monthly minimum.

<u>Usage</u>	<u>Discount</u>
Travel Speed Dial	10%

The Long Distance product has been grandfathered. Only current Long Distance Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES4.1. Long DistanceTime of Day Rate Periods

All Long Distance calls are billed in 1-minute increments.

4.1.1 UsagePer Minute Base Rates

<u>Mileage</u>	<u>Rate</u>
0-10	\$.0990
11-14	.1390
15-18	.1790
19-23	.1990
24-28	.2590
29-33	.2790
34-40	.2990
41-50	.3090
51-60	.3390
61-80	.3690
81-100	.3790
101-125	.3990
126-150	.4290
151-190	.4390
191-300	.4790
301-430	.4990
430+	.5090

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By J. S. P. 28

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4.1.2 DiscountsVolume Discount

The following volume discounts apply to Long Distance:

<u>Usage</u>	<u>Discount</u>
\$250.00-1499.99	5%
1500.00-2999.99	10%
3000.00 +	20%

Other Discounts - CAP 500

\$500/month minimum; a \$50 charge applies to each month that the Customer does not meet the monthly minimum.

The above discount plan has been grandfathered. Only Customers currently under this plan, may receive the above discounts.

<u>Usage</u>	<u>Discount</u>
Travel Speed Dial	10%

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SECTION 4 - RATES (Cont.)

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4.2 Focus II

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All Focus II calls are billed in 6-second increments, after a 30-second minimum initial billing period.

4.2.1 UsagePer Minute Base Rates

<u>Mileage</u>	<u>Rate</u>
All	\$.2190

4.2.2 Focus II DiscountsVolume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$1500.01-\$5000	7%
\$5000.01 +	9%

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Other Discounts:

<u>Area Code Select</u>	10%
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The Focus product has been grandfathered. Only current Focus Customers, subject to the terms and conditions of this plan, are eligible to receive discounts.

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SECTION 4 - RATES (Cont.)

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4.2 Focus IIMISSOURI
Public Service Commission

All Focus II calls are billed in 6-second increments, after a 30-second minimum initial billing period.

4.2.1 UsagePer Minute Base Rates

<u>Mileage</u>	<u>Rate</u>
All	\$.2190

4.2.2 Focus II DiscountsVolume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$1500.01-\$5000	7%
\$5000.01 +	9%

Travel Volume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$1000 +	10%

Other Discounts:

<u>Area Code Select</u>	10%
-------------------------	-----

<u>Super Saver Number</u> (Travel WATS only)	5%
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The Focus product has been grandfathered. Only current Focus Customers, subject to the terms and conditions of this plan, are eligible to receive discounts.

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SECTION 4 - RATES (Cont.)4.2 Focus II

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All Focus II calls are billed in 6-second increments, after a 30-second minimum initial billing period.

4.2.1 UsagePer Minute Base Rates

<u>Mileage</u>	<u>Rate</u>
All	\$.2190

4.2.2 Focus II DiscountsVolume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$1500.01-\$5000	7%
\$5000.01 +	9%

Travel Volume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$1000 +	10%

Other Discounts:

<u>Area Code Select</u>	10%
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<u>Super Saver Number</u> (Travel WATS only)	5%
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SECTION 4 - RATES (Cont.)4.3 Focus III

All Focus III calls are billed in 6-second increments, after a 30-second initial billing period.

4.3.1 Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2190

4.3.2 Focus III DiscountsA. Focus III Volume DiscountsVolume Discount

<u>Monthly Usage</u>	<u>Discount (%)</u>
\$0.00-\$150.00	0
\$150.01-300.00	5
\$300.01-2,000.00	8
\$2,000.01+	12

Travel Volume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$1000 +	10%

B. Other Focus III DiscountsCAP 500 (replaces all other discounts)

\$500/month minimum; if not met, a \$50 charge applies.

\$50/location monthly minimum; if location does not meet minimum, the difference between billed usage and \$50.00 will be added to Customer's bill.

Area Code Select 5%Super Saver Numbers 5%
(Travel WATS calls only)

The Focus product has been grandfathered. Only current Focus Customers, subject to the terms and conditions of this plan are eligible to receive discounts.

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SECTION 4 - RATES (Cont.)

APR 27 1999

4.3 Focus III

All Focus III calls are billed in 6-second increments, after a 30-second initial billing period.

4.3.1 Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2190

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4.3.2 Focus III DiscountsA. Focus III Volume DiscountsVolume Discount

<u>Monthly Usage</u>	<u>Discount (%)</u>
\$0.00-\$150.00	0
\$150.01-300.00	5
\$300.01-2,000.00	8
\$2,000.01+	12

Travel Volume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$1000 +	10%

B. Other Focus III DiscountsCAP 500 (replaces all other discounts)

\$500/month minimum; if not met, a \$50 charge applies.

\$50/location monthly minimum; if location does not meet minimum, the difference between billed usage and \$50.00 will be added to Customer's bill.

The above discount plan has been grandfathered. Only Customers currently under this plan, may receive the above discounts.

Area Code Select 5%

Super Saver Numbers 5%
(Travel WATS calls only)

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SECTION 4 - RATES (Cont.)

4.4 Nationwide 800MISSOURI
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Nationwide 800 terminates on switched access lines. Calls are billed in 6-second increments, after a 30-second minimum initial billing period.

4.4.1 Per Minute Usage Charges-

<u>Mileage</u>	<u>Rate</u>
All	\$.2490

.02 Nationwide 800 DiscountsVolume Discount

<u>Monthly Usage</u>	<u>Discount (%)</u>
\$75.00-349.99	4
\$350.00 +	12

The Nationwide 800 product has been grandfathered. Only current Nationwide 800 Customers, (N) subject to the terms and conditions of this plan, are eligible to receive the discounts.

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Service CommissionSECTION 4 - RATES (Cont.)4.4 Nationwide 800

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Nationwide 800 terminates on switched access lines. Calls are billed in 6-second increments, after a 30-second minimum initial billing period.

4.4.1 Per Minute Usage Charges-

<u>Mileage</u>	<u>Rate</u>
All	\$.2490

.02 Nationwide 800 DiscountsVolume Discount

<u>Monthly Usage</u>	<u>Discount (%)</u>
\$75.00-349.99	4
\$350.00 +	12

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SECTION 4 - RATES (Cont.)

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4.5 EXCEL

Service Commission

All EXCEL calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period.
Inbound calls have a 30-second minimum initial billing period.

4.5.1 EXCEL Outbound - Per Minute Usage Charges:

<u>Mileage</u>	<u>Rate</u>
All	.1590

4.5.2 EXCEL Outbound Discounts

Super Saver Area Code
Limited to eligible area codes in Missouri.

	<u>Discount</u>
Set up Fee	\$100
Discount	5%

<u>Volume Discount</u>	<u>Discount</u>
<u>Monthly Usage</u>	
\$1,000.01-3,000	4%
3,000.01-10,000	8%
10,000.01 +	10%

Other EXCEL Discounts:

<u>Monthly Recurring Fee</u>	\$100
<u>Discount</u>	5%

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4.5.3 EXCEL 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1942

T-1 Access Special Rate

<u>Mileage</u>	<u>Rate</u>
All	.1685

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The EXCEL product has been grandfathered. Only current Excel Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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4.5 EXCEL**MISSOURI
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All EXCEL calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period.
Inbound calls have a 30-second minimum initial billing period.

4.5.1 EXCEL Outbound - Per Minute Usage Charges:

<u>Mileage</u>	<u>Rate</u>
All	.1590

4.5.2 EXCEL Outbound Discounts

Super Saver Area Code
Limited to eligible area codes in Missouri.

	<u>Discount</u>
Set up Fee	\$100
Discount	5%

<u>Volume Discount</u>	<u>Discount</u>
<u>Monthly Usage</u>	
\$1,000.01-3,000	4%
3,000.01-10,000	8%
10,000.01 +	10%

<u>Travel Volume Discount</u>	<u>Discount</u>
<u>Monthly Usage</u>	
\$1000 +	10%

<u>Other EXCEL Discounts:</u>	
<u>Monthly Recurring Fee</u>	\$100
<u>Discount</u>	5%

<u>Super Saver Number</u>	10%
(Travel calls only)	

<u>Travel Speed Dial</u>	10%
--------------------------	-----

4.5.3 EXCEL 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1942

<u>T-1 Access Special Rate</u>	<u>Rate</u>
<u>Mileage</u>	
All	.1685

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The EXCEL product has been grandfathered. Only current Excel Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)

APR 27 1999

4.5 EXCEL

All EXCEL calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

4.5.1 EXCEL Outbound - Per Minute Usage Charges:

<u>Mileage</u>	<u>Rate</u>
All	.1590

4.5.2 EXCEL Outbound DiscountsSuper Saver Area Code

Limited to eligible area codes in Missouri.

	<u>Discount</u>
Set up Fee	\$100
Discount	5%

Volume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$1,000.01-3,000	4%
3,000.01-10,000	8%
10,000.01 +	10%

Travel Volume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$1000 +	10%

Other EXCEL Discounts:

<u>Monthly Recurring Fee</u>	\$100
<u>Discount</u>	5%

<u>Super Saver Number</u> (Travel calls only)	10%
--	-----

<u>Travel Speed Dial</u>	10%
--------------------------	-----

4.5.3 EXCEL 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1942

T-1 Access Special Rate

<u>Mileage</u>	<u>Rate</u>
All	.1685

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SECTION 4 - RATES (Cont.)

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4.5 EXCEL (Cont.)

Service Commission

4.5.4 EXCEL 800 DiscountsVolume Discount:Monthly Usage

\$1,000.01-3,000

3,000.01-10,000

10,000.01 +

Discount

4%

8%

10%

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The EXCEL product has been grandfathered. Only current Excel Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)

DEC 22 2000

4.5 EXCEL (Cont.)

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Public Service Commission

4.5.4 EXCEL 800 Discounts

Volume Discount:Monthly Usage

\$1,000.01-3,000

3,000.01-10,000

10,000.01 +

Discount

4%

8%

10%

4.6 Travel Services - Long Distance, Focus, and EXCEL Services

All calls are billed in 6-second increments after a minimum 1-minute call duration.

4.6.1 Travel WATS/Calling Card - Per Minute Usage ChargesMileage

All

Rate

\$5.225

4.6.2 Travel Speed Dial

Speed dialing may be set up for use with Travel/Calling Card

Speed Dial Numbers

0-20

21-40

41-64

Monthly Charge

\$20

\$30

The following Travel Services: Long Distance, Focus and EXCEL have been grandfathered. Only current Customers on these services, subject to the terms and conditions of this plan, are eligible to receive the discounts

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SECTION 4 - RATES (Cont.)4.5 EXCEL (Cont.)4.5.4 EXCEL 800 DiscountsVolume Discount:Monthly Usage

\$1,000.01-3,000

3,000.01-10,000

10,000.01 +

Discount

4%

8%

10%

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4.6 Travel Services - Long Distance, Focus, and EXCEL Services

All calls are billed in 6-second increments after a minimum 1-minute call duration.

4.6.1 Travel WATS/Calling Card - Per Minute Usage ChargesMileage

All

Rate

\$.5225

(1)

4.6.2 Travel Speed Dial

Speed dialing may be set up for use with Travel/Calling Card

Speed Dial Numbers

0-20

21-40

41-64

Monthly Charge

\$20

\$30

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SECTION 4 - RATES (Cont.)

APR 27 1999

4.5 EXCEL (Cont.)4.5.4 EXCEL 800 DiscountsVolume Discount:Monthly Usage

\$1,000.01-3,000

3,000.01-10,000

10,000.01 +

Discount

4%

8%

10%

4.6 Travel Services - Long Distance, Focus, and EXCEL Services

All calls are billed in 6-second increments after a minimum 1-minute call duration.

4.6.1 Travel WATS/Calling Card - Per Minute Usage ChargesMileage

All

Rate

\$.4750

4.6.2 Travel Speed Dial

Speed dialing may be set up for use with Travel/Calling Card

Speed Dial Numbers

0-20

21-40

41-64

Monthly Charge

\$20

\$30

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SECTION 4 - RATES (Cont.)

REC'D JAN 18 2002

4.7 Venture

Service Commission

All Venture calls are billed in 6-second increments, after a 30-second minimum initial billing period.

4.7.1 Venture Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2390

4.7.2 Venture Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2790

4.7.3 Venture Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1590

4.7.4 Venture Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1490

4.7.6 Venture DiscountsVolume Discount:

<u>Monthly Usage</u>
\$0.00-200.00
\$200.01-1,000.00
\$1,000.01-3,500.00
\$3,500.01+

<u>Discount (%)</u>
0
4
8
10

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Both international and domestic usage will be used to calculate the applicable volume discount.

The Venture product has been grandfathered. Only current Venture Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.7 Venture**MISSOURI
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All Venture calls are billed in 6-second increments, after a 30-second minimum initial billing period.

4.7.1 Venture Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2390

4.7.2 Venture Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2790

4.7.3 Venture Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1590

4.7.4 Venture Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1490

4.7.5 Venture Travel - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.5225

4.7.6 Venture DiscountsVolume Discount:

<u>Monthly Usage</u>	<u>Discount (%)</u>
\$0.00-200.00	0
\$200.01-1,000.00	4
\$1,000.01-3,500.00	8
\$3,500.01+	10

Both international and domestic usage will be used to calculate the applicable volume discount.

The Venture product has been grandfathered. Only current Venture Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)MISSOURI PUBLIC
Service Commission4.7 Venture

REC'D DEC 21 1999

All Venture calls are billed in 6-second increments, after a 30-second minimum initial billing period.

4.7.1 Venture Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2390

4.7.2 Venture Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2790

CANCELLED

4.7.3 Venture Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1590

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By 2nd 2P34
Public Service Commission
MISSOURI4.7.4 Venture Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1490

4.7.5 Venture Travel - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.5225

(I)

4.7.6 Venture Discounts

<u>Volume Discount:</u>	
<u>Monthly Usage</u>	<u>Discount (%)</u>
\$0.00-200.00	0
\$200.01-1,000.00	4
\$1,000.01-3,500.00	8
\$3,500.01+	10

Both international and domestic usage will be used to calculate the applicable volume discount.

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SECTION 4 - RATES (Cont.)4.7 Venture

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All Venture calls are billed in 6-second increments, after a 30-second minimum initial billing period.

4.7.1 Venture Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2390

4.7.2 Venture Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2790

4.7.3 Venture Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1590

4.7.4 Venture Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1490

4.7.5 Venture Travel - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.4750

4.7.6 Venture Discounts

<u>Volume Discount:</u>	
<u>Monthly Usage</u>	<u>Discount (%)</u>
\$0.00-200.00	0
\$200.01-1,000.00	4
\$1,000.01-3,500.00	8
\$3,500.01+	10

Both international and domestic usage will be used to calculate the applicable volume discount.

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SECTION 4 - RATES (Cont.)

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4.7 Venture (Cont.)

Service Commission

Other Venture Discounts:

<u>Area Code Select</u>	5%
<u>800 Area Code Select</u>	5%
<u>Intra-Company</u>	5%

Regional Zone

Monthly Recurring Charge \$15.00

(D)

Discount 5%

(D)

(D)

VIP Numbers

Monthly Recurring Charge \$5.00

(Monthly charge waived if domestic usage over \$100)

Discount 5%

Term Plan

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
200	12	2
1000	12	5
400	24	7
1500	24	12
400	36	9
1500	36	13

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Public Service Commission
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The 18-month term plan has been eliminated. Customers currently on the 18-month term plan will be converted to the month term plan.

Term Plan II

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
100	12	2
1,000	12	5
250	24	7
1,000	24	12
250	36	9
1,000	36	13

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The Venture product has been grandfathered. Only current Venture Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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4.7 Venture (Cont.)**MISSOURI
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<u>Area Code Select</u>	5%
<u>800 Area Code Select</u>	5%
<u>Intra-Company</u>	5%
<u>Intra-Company Travel</u>	5%

Regional Zone

Monthly Recurring Charge	\$15.00
(Monthly charge waived if travel usage over \$300)	
Discount	5%

Travel Speed Dial

10%

VIP Numbers

Monthly Recurring Charge	\$5.00
(Monthly charge waived if domestic usage over \$100)	
Discount	5%

CANCELLEDTerm Plan

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
200	12	2
1000	12	5
400	24	7
1500	24	12
400	36	9
1500	36	13

FEB 17 2002

By 2nd RP 35
**Public Service Commission
MISSOURI**

The 18-month term plan has been eliminated. Customers currently on the 18-month term plan will be converted to the 24-month term plan.

(M)

Term Plan II

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
100	12	2
1,000	12	5
250	24	7
1,000	24	12
250	36	9
1,000	36	13

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The Venture product has been grandfathered. Only current Venture Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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Text moved to bottom of this page has been changed to affect the entire Venture Product.

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SECTION 4 - RATES (Cont.)4.7 Venture (Cont.)Other Venture Discounts:

<u>Area Code Select</u>	5%
<u>800 Area Code Select</u>	5%
<u>Intra-Company</u>	5%
<u>Intra-Company Travel</u>	5%

Regional Zone

Monthly Recurring Charge	\$15.00
(Monthly charge waived if travel usage over \$300)	
Discount	5%

Travel Speed Dial

10%

VIP Numbers

Monthly Recurring Charge	\$5.00
(Monthly charge waived if domestic usage over \$100)	
Discount	5%

Term Plan

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
200	12	2
1000	12	5
400	24	7
1500	24	12
400	36	9
1500	36	13

The 18-month term plan has been eliminated. Customers currently on the 18-month term plan will be converted to the 24-month term plan.

The above term discount plan has been grandfathered. Only Customers currently under this term plan, and customers adding new subaccounts to a Main Account that has been grandfathered under this term plan, may receive the above discounts.

Term Plan II

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
100	12	2
1,000	12	5
250	24	7
1,000	24	12
250	36	9
1,000	36	13

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SECTION 4 - RATES (Cont.)

4.8 VNS (Virtual Network Service)MISSOURI
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All VNS calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

4.8.1 Switched Outbound Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2390

4.8.2 VNS Switched 800 Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2790

4.8.3 VNS Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1490

4.8.4 VNS Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1590

4.8.5 VNS Travel Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.5225

The VNS product has been grandfathered. Only current VNS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)Missouri Public
Service Commission4.8 VNS (Virtual Network Service)

REC'D DEC 21 1999

All VNS calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

4.8.1 Switched Outbound Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2390

4.8.2 VNS Switched 800 Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2790

4.8.3 VNS Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1490

4.8.4 VNS Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1590

4.8.5 VNS Travel Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.5225

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SECTION 4 - RATES (Cont.)4.8 VNS (Virtual Network Service)

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All VNS calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

4.8.1 Switched Outbound Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2390

4.8.2 VNS Switched 800 Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2790

4.8.3 VNS Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1490

4.8.4 VNS Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1590

4.8.5 VNS Travel Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.4750

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Public Service Commission4.8.6 VNS DiscountsVolume Discount:Monthly UsageDiscount (%)

\$0.00 - 1,000.00

0

\$1,000.01 - 3,000.00

4

\$3,000.01 - 10,000.00

8

\$10,000.01

10

Both international and domestic usage will be used to calculate the applicable volume discount.

Other Discounts:Area Code Select

5%

800 Area Code Select

5%

Intra-Company

5%

Intra-Company Travel

5%

Regional ZoneMinimum Monthly Billing

\$1500.00

A fee will be charged if the monthly minimum is not met.

Fee:

\$75.00

Discount

5%

Term Plan:MMUC (\$)Term Length (Mos.)Discount (%)

1,500

12

6

5,000

12

7

10,000

12

8

1,500

24

8

5,000

24

10

10,000

24

12

1,500

36

11

5,000

36

13

10,000

36

14

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The VNS product has been grandfathered. Only current VNS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.8 VNS (Cont.)

APR 27 1999

4.8.6 VNS DiscountsVolume Discount:Monthly UsageDiscount (%)

\$0.00 - 1,000.00

0

\$1,000.01 - 3,000.00

4

\$3,000.01 - 10,000.00

8

\$10,000.01

10

Both international and domestic usage will be used to calculate the applicable volume discount.

Other Discounts:Area Code Select

5%

800 Area Code Select

5%

Intra-Company

5%

Intra-Company Travel

5%

CANCELLED

Regional ZoneMinimum Monthly Billing

\$1500.00

A fee will be charged if the monthly minimum is not met.

Fee:

\$75.00

Discount

5%

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By 151 RP 37
Public Service Commission
MISSOURITerm Plan:MMUC (\$)Term Length (Mos.)Discount (%)

1,500

12

6

5,000

12

7

10,000

12

8

1,500

24

8

5,000

24

10

10,000

24

12

1,500

36

11

5,000

36

13

10,000

36

14

The above term discount plan has been grandfathered. Only Customers currently under this term plan, and customers adding new subaccounts to a Main Account that has been grandfathered under this term plan, may receive the above discounts.

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SECTION 4 - RATES (Cont.)4.8 VNS (Cont.)

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4.8.6 VNS Discounts (Cont.)

Service Commission

Term Plan II

<u>MMUC (\$)</u>	<u>Length of Term (Mos.)</u>	<u>Discount (%)</u>
1,000	12	6
5,000	12	7
10,000	12	8
1,000	24	8
5,000	24	10
10,000	24	12
1,000	36	11
5,000	36	13
10,000	36	14

(D)

VIP Numbers

Minimum Billed Monthly Usage Charges \$1500.00

A \$75.00 fee will be charged for each month that the Customer does not meet the minimum total usage charges.

Discount

5%

The VNS product has been grandfathered. Only current VNS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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RECEIVEDSECTION 4 - RATES (Cont.)

DEC 22 2000

4.8 VNS (Cont.)4.8.6 VNS Discounts (Cont.)**MISSOURI**
Public Service CommissionTerm Plan II

<u>MMUC (\$)</u>	<u>Length of Term (Mos.)</u>	<u>Discount (%)</u>
1,000	12	6
5,000	12	7
10,000	12	8
1,000	24	8
5,000	24	10
10,000	24	12
1,000	36	11
5,000	36	13
10,000	36	14

Travel Speed Dial

10%

VIP Numbers

Minimum Billed Monthly Usage Charges \$1500.00

A \$75.00 fee will be charged for each month that the Customer does not meet the minimum total usage charges.

Discount

5%

The VNS product has been grandfathered. Only current VNS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)Missouri Public
Service Commission4.8 VNS (Cont.)

APR 27 1999

4.8.6 VNS Discounts (Cont.)Term Plan II

<u>MMUC (\$)</u>	<u>Length of Term (Mos.)</u>	<u>Discount (%)</u>
1,000	12	6
5,000	12	7
10,000	12	8
1,000	24	8
5,000	24	10
10,000	24	12
1,000	36	11
5,000	36	13
10,000	36	14

Travel Speed Dial

10%

VIP Numbers

Minimum Billed Monthly Usage Charges

\$1500.00

A \$75.00 fee will be charged for each month that the Customer does not meet the minimum total usage charges.

Discount

5%

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SECTION 4 - RATES (Cont.)

REC'D JAN 18 2002

4.9 Simplicity

Service Commission

All Simplicity calls are billed in 6-second increments. Switched access outbound calls have a 30-second minimum initial billing period; dedicated access outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

4.9.1 Simplicity Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2390

4.9.2 Simplicity Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2790

4.9.3 Simplicity Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1590

4.9.4 Simplicity Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1490

4.9.6 Simplicity DiscountsVolume Discount - Simplicity SwitchedMonthly Usage

\$0.00-175.00
\$175.01-300.00
\$300.01-3,000.00
\$3,000.01+

Discount (%)

0
5
8
10

Volume Discount - Simplicity DedicatedMonthly Usage

\$1,000.00-3,000
\$3,000.01-5,000
\$5,000.01-10,000
\$10,000.01 +

Discount (%)

4
8
8
10

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Service Commission

Both international and domestic usage will be used to calculate the applicable volume discount.

The Simplicity product has been grandfathered. Only current Simplicity Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)

4.9 SimplicityMISSOURI
Public Service Commission

All Simplicity calls are billed in 6-second increments. Switched access outbound calls have a 30-second minimum initial billing period; dedicated access outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

4.9.1 Simplicity Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2390

4.9.2 Simplicity Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2790

4.9.3 Simplicity Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1590

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4.9.4 Simplicity Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1490

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By
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4.9.5 Simplicity Travel - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.5225

4.9.6 Simplicity DiscountsVolume Discount - Simplicity Switched

<u>Monthly Usage</u>	<u>Discount (%)</u>
\$0.00-175.00	0
\$175.01-300.00	5
\$300.01-3,000.00	8
\$3,000.01+	10

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Volume Discount - Simplicity Dedicated

<u>Monthly Usage</u>	<u>Discount (%)</u>
\$1,000.00-3,000	4
\$3,000.01-5,000	8
\$5,000.01-10,000	8
\$10,000.01 +	10

JAN 21 2001

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Both international and domestic usage will be used to calculate the applicable volume discount.

The Simplicity product has been grandfathered. Only current Simplicity Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)~~Missouri Public
Service Commission~~4.9 Simplicity

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All Simplicity calls are billed in 6-second increments. Switched access outbound calls have a 30-second minimum initial billing period; dedicated access outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

4.9.1 Simplicity Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2390

4.9.2 Simplicity Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2790

4.9.3 Simplicity Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1590

4.9.4 Simplicity Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1490

4.9.5 Simplicity Travel - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.5225

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By *2nd RP 39*
Public Service Commission
MISSOURI

4.9.6 Simplicity DiscountsVolume Discount - Simplicity Switched

<u>Monthly Usage</u>	<u>Discount (%)</u>
\$0.00-175.00	0
\$175.01-300.00	5
\$300.01-3,000.00	8
\$3,000.01+	10

Volume Discount - Simplicity Dedicated

<u>Monthly Usage</u>	<u>Discount (%)</u>
\$1,000.00-3,000	4
\$3,000.01-5,000	8
\$5,000.01-10,000	8
\$10,000.01 +	10

(I)

Both international and domestic usage will be used to calculate the applicable volume discount.

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SECTION 4 - RATES (Cont.)

APR 27 1999

4.9 Simplicity

All Simplicity calls are billed in 6-second increments. Switched access outbound calls have a 30-second minimum initial billing period; dedicated access outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

4.9.1 Simplicity Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2390

4.9.2 Simplicity Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2790

4.9.3 Simplicity Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1590

4.9.4 Simplicity Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1490

4.9.5 Simplicity Travel - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.4750

4.9.6 Simplicity DiscountsVolume Discount - Simplicity Switched

<u>Monthly Usage</u>	<u>Discount (%)</u>
\$0.00-175.00	0
\$175.01-300.00	5
\$300.01-3,000.00	8
\$3,000.01+	10

Volume Discount - Simplicity Dedicated

<u>Monthly Usage</u>	<u>Discount (%)</u>
\$1,000.00-3,000	4
\$3,000.01-5,000	8
\$5,000.01-10,000	8
\$10,000.01 +	10

Both international and domestic usage will be used to calculate the applicable volume discount.

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SECTION 4 - RATES (Cont.)

Missouri Public

4.9 Simplicity (Cont.)

REC'D JAN 18 2002

4.9.6 Simplicity Discounts (Cont.)

Service Commission

Other Discounts:Area Code Select

5%

800 Area Code Select

5%

(D)

Regional Calling Zone

Minimum Monthly Usage:

Switched

\$100.00

Dedicated

1000.00

A fee will be charged for each month that the monthly minimum is not met.

Fee (\$)

Switched

15.00

Dedicated

50.00

DiscountDiscount (%)

Switched

5

Dedicated

5

The Simplicity product has been grandfathered. Only current Simplicity Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.9 Simplicity (Cont.)4.9.6 Simplicity Discounts (Cont.)Other Discounts:Area Code Select 5%800 Area Code Select 5%Intra-Company Travel 5%Regional Calling ZoneMinimum Monthly Usage:

Switched \$100.00

Dedicated 1000.00

A fee will be charged for each month that the monthly minimum is not met.

	<u>Fee (\$)</u>
Switched	15.00
Dedicated	50.00

	<u>Discount (%)</u>
<u>Discount</u>	
Switched	5
Dedicated	5

The Simplicity product has been grandfathered. Only current Simplicity Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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Missouri Public
Service CommissionSECTION 4 - RATES (Cont.)4.9 Simplicity (Cont.)

APR 27 1999

4.9.6 Simplicity Discounts (Cont.)Other Discounts:Area Code Select 5%800 Area Code Select 5%Intra-Company Travel 5%Regional Calling ZoneMinimum Monthly Usage:

Switched \$100.00

Dedicated 1000.00

A fee will be charged for each month that the monthly minimum is not met.

Fee (\$)

Switched 15.00

Dedicated 50.00

DiscountDiscount (%)

Switched 5

Dedicated 5

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SECTION 4 - RATES (Cont.)

DEC 22 2000

4.9 Simplicity (Cont.)MISSOURI
Public Service Commission4.9.6 Simplicity Discounts (Cont.)Term Plan - Simplicity Switched

<u>MMUC (\$)</u>	<u>Term Length (Months)</u>	<u>Discount (%)</u>
250	12	5
1,000	12	7
250	24	7
1,000	24	10
250	36	8
1,000	36	15

(M)

Term Plan II Simplicity Switched

<u>MMUC (\$)</u>	<u>Length of Term (Mos.)</u>	<u>Discount (%)</u>
100	12	2
1,000	12	5
250	24	7
1,000	24	12
250	36	9
1,000	36	13

Term Plan - Simplicity Dedicated

<u>MMUC (\$)</u>	<u>Term Length (Months)</u>	<u>Discount (%)</u>
2,000	12	6
4,000	12	8
10,000	12	10
2,000	24	8
4,000	24	11
10,000	24	12
2,000	36	10
4,000	36	14
10,000	36	15

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JUN 4 2005

XD-05-481

Public Service Commission
MISSOURI

The Simplicity product has been grandfathered. Only current Simplicity Customers, subject to the (M) (C) terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)~~Missouri Public
Service Commission~~4.9 Simplicity (Cont.)

JED APR 27 1999

4.9.6 Simplicity Discounts (Cont.)Term Plan - Simplicity Switched

<u>MMUC (\$)</u>	<u>Term Length (Months)</u>	<u>Discount (%)</u>
250	12	5
1,000	12	7
250	24	7
1,000	24	10
250	36	8
1,000	36	15

The above term discount plan has been grandfathered. Only Customers currently under this term plan, and customers adding new subaccounts to a Main Account that has been grandfathered under this term plan, may receive the above discounts.

Term Plan II Simplicity Switched

<u>MMUC (\$)</u>	<u>Length of Term (Mos.)</u>	<u>Discount (%)</u>
100	12	2
1,000	12	5
250	24	7
1,000	24	12
250	36	9
1,000	36	13

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JAN 21 2001

By JST R P 41
Public Service Commission
MISSOURITerm Plan - Simplicity Dedicated

<u>MMUC (\$)</u>	<u>Term Length (Months)</u>	<u>Discount (%)</u>
2,000	12	6
4,000	12	8
10,000	12	10
2,000	24	8
4,000	24	11
10,000	24	12
2,000	36	10
4,000	36	14
10,000	36	15

The above term discount plan has been grandfathered. Only Customers currently under this term plan, and customers adding new subaccounts to a Main Account that has been grandfathered under this term plan, may receive the above discounts.

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SECTION 4 - RATES (Cont.)

Missouri Public

4.9 Simplicity (Cont.)

REC'D JAN 18 2002

4.9.6 Simplicity Discounts (Cont.)

Service Commission

Term Plan II Simplicity Dedicated

<u>MMUC (\$)</u>	<u>Length of Term (Mos.)</u>	<u>Discount (%)</u>
1,000	12	6
5,000	12	7
10,000	12	8
1,000	24	8
5,000	24	10
10,000	24	12
1,000	36	11
5,000	36	13
10,000	36	14

(D)

VIP Numbers

Minimum Monthly Usage

Switched \$100.00

Dedicated 1000.00

A fee will be charged for each month that the minimum is not met.

	<u>Fee (\$)</u>
Switched	15.00
Dedicated	50.00

Discount

Switched 5%

Dedicated 5%

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The Simplicity product has been grandfathered. Only current Simplicity Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)

DEC 22 2000

4.9 Simplicity (Cont.)4.9.6 Simplicity Discounts (Cont.)MISSOURI
Public Service CommissionTerm Plan II Simplicity Dedicated

<u>MMUC (\$)</u>	<u>Length of Term (Mos.)</u>	<u>Discount (%)</u>
1,000	12	6
5,000	12	7
10,000	12	8
1,000	24	8
5,000	24	10
10,000	24	12
1,000	36	11
5,000	36	13
10,000	36	14

Travel Speed Dial 10%VIP Numbers

Minimum Monthly Usage

Switched	\$100.00
Dedicated	1000.00

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A fee will be charged for each month that the minimum is not met.

	<u>Fee (\$)</u>
Switched	15.00
Dedicated	50.00

Discount

Switched	5%
Dedicated	5%

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Public Service Commission
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The Simplicity product has been grandfathered. Only current Simplicity Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts. (N)

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Service CommissionSECTION 4 - RATES (Cont.)4.9 Simplicity (Cont.)

APR 27 1999

4.9.6 Simplicity Discounts (Cont.)Term Plan II Simplicity Dedicated

<u>MMUC (\$)</u>	<u>Length of Term (Mos.)</u>	<u>Discount (%)</u>
1,000	12	6
5,000	12	7
10,000	12	8
1,000	24	8
5,000	24	10
10,000	24	12
1,000	36	11
5,000	36	13
10,000	36	14

Travel Speed Dial 10%VIP Numbers

Minimum Monthly Usage

Switched	\$100.00
Dedicated	1000.00

A fee will be charged for each month that the minimum is not met.

	<u>Fee (\$)</u>
Switched	15.00
Dedicated	50.00

Discount

Switched	5%
Dedicated	5%

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SECTION 4 - RATES (Cont.)

Service Commission

4.10 BFI

All BFI calls are billed in 6-second increments after a 30-second minimum initial billing period.

4.10.1 BFI Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2280

4.10.2 BFI Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2640

4.10.3 BFI Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1598

4.10.4 BFI Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1598

4.10.6 BFI Discounts

<u>Optional Volume Discount</u>	<u>Discount (%)</u>
<u>Monthly Usage (\$)</u>	
100-1000	2
1001-5000	4
5000 +	6

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BFI has been grandfathered. Only current BFI customers, subject to the terms and conditions of this plan are eligible to receive the discount.

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SECTION 4 - RATES (Cont.)

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4.10 BFI

All BFI calls are billed in 6-second increments after a 30-second minimum initial billing period. Service Commission

4.10.1 BFI Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2280

4.10.2 BFI Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2640

4.10.3 BFI Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1598

4.10.4 BFI Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1598

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SEP 18 2002
By 3rd RS 43
Public Service Commission
MISSOURI4.10.6 BFI Discounts

<u>Optional Volume Discount</u>	<u>Discount (%)</u>
<u>Monthly Usage (\$)</u>	
100-1000	2
1001-5000	4
5000 +	6

(D)

(D)

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SECTION 4 - RATES (Cont.)Missouri Public
Service Commission4.10 BFI

REC'D DEC 21 1999

All BFI calls are billed in 6-second increments after a 30-second minimum initial billing period.

4.10.1 BFI Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2280

4.10.2 BFI Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2640

4.10.3 BFI Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1598

4.10.4 BFI Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1598

4.10.5 BFI Travel Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.5225

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FEB 17 2002

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Public Service Commission
MISSOURI

(1)

4.10.6 BFI Discounts

<u>Optional Volume Discount</u>	<u>Discount (%)</u>
<u>Monthly Usage (\$)</u>	
100-1000	2
1001-5000	4
5000 +	6
<u>Other Discounts:</u>	
<u>Travel Speed Dial</u>	<u>Discount</u>
	10%

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SECTION 4 - RATES (Cont.)

JUN APR 27 1999

4.10 BFI

All BFI calls are billed in 6-second increments after a 30-second minimum initial billing period.

4.10.1 BFI Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2280

4.10.2 BFI Switched 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2640

4.10.3 BFI Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1598

4.10.4 BFI Dedicated 800 - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1598

4.10.5 BFI Travel Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.4750

4.10.6 BFI DiscountsOptional Volume Discount

<u>Monthly Usage (\$)</u>	<u>Discount (%)</u>
100-1000	2
1001-5000	4
5000 +	6

Other Discounts:Travel Speed Dial

<u>Discount</u>
10%

CANCELLED

JAN 21 2000

By
Public Service Commission
MISSOURI

Issued:
April 26, 1999

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:
May 27, 1999 Public
Service Commission

JUN MAY 27 1999

REC'D AUG 14 2002

SECTION 4 - RATES (Cont.)

Service Commission

BFI (Cont.)4.10.7 BFI LAO

The following rate plans are available to new business customers who sign up for BFI through Cable & Wireless' Direct Sales LAO Channel. All BFI usage and Conference Calling usage set forth in Section 5 of this tariff, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 25%, 30%, or 40% off of Conference Calling rates. Customer must bill a minimum of \$100 in BFI switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100, a \$25 minimum monthly fee applies and will be added to customer's bill. BFI dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of \$400 after discounts are applied. If the sum of customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below \$400, a \$50 minimum monthly fee applies and will be added to customer's bill. BFI Rate Plans are offered in conjunction with Carriers BFI Rate Plans option set forth in its Schedules No. 3 and No. 4.

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>
<u>Usage Levels</u>	\$500	\$2,500	\$10,000
<u>Switched Outbound</u>	\$0.1200	\$0.1150	\$0.1100
<u>Switched Inbound/800</u>	\$0.1200	\$0.1150	\$0.1100
<u>Dedicated Outbound</u>	\$0.0950	\$0.0900	\$0.0825
<u>Dedicated Inbound/800</u>	\$0.0950	\$0.0900	\$0.0825
<u>Discount</u>			
Conference Calling	25%	30%	40%

4.10.8 BFI NIA

The following rate plans are available to new business customers who are Fortune 1000 members who sign up for BFI through Cable & Wireless' Direct Sales NIA Channel. Terms and conditions mirror those of the LAO Plan. Except, depending upon usage level, customers who utilize Conference Calling receive a discount of 30%, 40%, or 50% off of Conference Calling rates.

	<u>Plan 4</u>	<u>Plan 5</u>	<u>Plan 6</u>
<u>Usage Levels</u>	\$5,000	\$15,000	\$25,000
<u>Switched Outbound</u>	\$0.1150	\$0.1100	\$0.1000
<u>Switched Inbound/800</u>	\$0.1150	\$0.1100	\$0.1000
<u>Dedicated Outbound</u>	\$0.0900	\$0.0825	\$0.0775
<u>Dedicated Inbound/800</u>	\$0.0900	\$0.0825	\$0.0775
<u>Discount</u>			
Conference Calling	30%	40%	50%

*If minimum usage is not met during the second invoice, customer will be charged the minimum monthly fee.

BFI has been grandfathered. Only current BFI customers, subject to the terms and conditions of this plan are eligible to receive the discount.

CANCELLED

JUN 4 2005

XD-05-401
Public Service Commission
MISSOURI

Issued:
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By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Missouri Public
September 13, 2002

FILED SEP 13 2002

Service Commission

REC'D JAN 18 2002

SECTION 4 - RATES (Cont.)

BFI (Cont.)

4.10.7 BFI LAO

The following rate plans are available to new business customers who sign up for BFI through Cable & Wireless' Direct Sales LAO Channel. All BFI usage and Conference Calling usage set forth in Section 5 of this tariff, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 25%, 30%, or 40% off of Conference Calling rates. Customer must bill a minimum of \$100 in BFI switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100, a \$25 minimum monthly fee applies and will be added to customer's bill. BFI dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of \$400 after discounts are applied. If the sum of customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below \$400, a \$50 minimum monthly fee applies and will be added to customer's bill. BFI Rate Plans are offered in conjunction with Carriers BFI Rate Plans option set forth in its Schedules No. 3 and No. 4.

Usage Levels	Plan 1 \$500	Plan 2 \$2,500	Plan 3 \$10,000
Switched Outbound	\$0.1200	\$0.1150	\$0.1100
Switched Inbound/800	\$0.1200	\$0.1150	\$0.1100
Dedicated Outbound	\$0.0950	\$0.0900	\$0.0825
Dedicated Inbound/800	\$0.0950	\$0.0900	\$0.0825
Discount			
Conference Calling	25%	30%	40%

4.10.8 BFI NIA

The following rate plans are available to new business customers who are Fortune 1000 members who sign up for BFI through Cable & Wireless' Direct Sales NIA Channel. Terms and conditions mirror those of the LAO Plan. Except, depending upon usage level, customers who utilize Conference Calling receive a discount of 30%, 40%, or 50% off of Conference Calling rates.

Usage Levels	Plan 4 \$5,000	Plan 5 \$15,000	Plan 6 \$25,000
Switched Outbound	\$0.1150	\$0.1100	\$0.1000
Switched Inbound/800	\$0.1150	\$0.1100	\$0.1000
Dedicated Outbound	\$0.0900	\$0.0825	\$0.0775
Dedicated Inbound/800	\$0.0900	\$0.0825	\$0.0775
Discount			
Conference Calling	30%	40%	50%

*If minimum usage is not met during the second invoice, customer will be charged the minimum monthly fee.

Issued:
January 18, 2002

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:
February 17, 2002

CANCELLED
SEP 13 2002
3rd RS 43.1
Public Service Commission
MISSOURI

Missouri Public

FILED FEB 17 2002

Service Commission

REC'D AUG 31 2001

SECTION 4 - RATES (Cont.)

BFI (Cont.)

Service Commission

4.10.7 BFI LAO

The following rate plans are available to new business customers who sign up for BFI through Cable & Wireless' Direct Sales LAO Channel. All BFI usage, optional Global Calling Card and Conference Calling usage set forth in Section 5 of this tariff, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 25%, 30%, or 40% off of Conference Calling rates. Customer must bill a minimum of \$100 in BFI switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100, a \$25 minimum monthly fee applies and will be added to customer's bill. BFI dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of \$400 after discounts are applied. If the sum of customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below \$400, a \$50 minimum monthly fee applies and will be added to customer's bill. BFI Rate Plans are offered in conjunction with Carriers BFI Rate Plans option set forth in its Schedules No. 3 and No. 4.

(T)

Usage Levels	Plan 1 \$500	Plan 2 \$2,500	Plan 3 \$10,000
Switched Outbound	\$0.1200	\$0.1150	\$0.1100
Switched Inbound/800	\$0.1200	\$0.1150	\$0.1100
Dedicated Outbound	\$0.0950	\$0.0900	\$0.0825
Dedicated Inbound/800	\$0.0950	\$0.0900	\$0.0825
Discount			
Conference Calling	25%	30%	40%

CANCELLED

FEB 17 2002

By 2nd RP 43.1
Public Service Commission
MISSOURI

4.10.8 BFI NIA

The following rate plans are available to new business customers who are Fortune 1000 members who sign up for BFI through Cable & Wireless' Direct Sales NIA Channel. Terms and conditions mirror those of the LAO Plan. Except, depending upon usage level, customers who utilize Conference Calling receive a discount of 30%, 40%, or 50% off of Conference Calling rates.

Usage Levels	Plan 4 \$5,000	Plan 5 \$15,000	Plan 6 \$25,000
Switched Outbound	\$0.1150	\$0.1100	\$0.1000
Switched Inbound/800	\$0.1150	\$0.1100	\$0.1000
Dedicated Outbound	\$0.0900	\$0.0825	\$0.0775
Dedicated Inbound/800	\$0.0900	\$0.0825	\$0.0775
Discount			
Conference Calling	30%	40%	50%

Missouri Public

FILED SEP 30 2001

*If minimum usage is not met during the second invoice, customer will be charged the minimum monthly fee.

Service Commission

Issued:
August 31, 2001

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:
September 30, 2001

SECTION 4 - RATES (Cont.)BFI (Cont.)Missouri Public
Service Commission

REC'D NOV 08 1999

4.10.7 BFI LAO

The following rate plans are available to new business customers who sign up for BFI through Cable & Wireless' Direct Sales LAO Channel. All BFI usage, optional Global Calling Card and Conference Calling usage set forth in Section 5 of this tariff, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 25%, 30%, or 40% off of Conference Calling rates. Customer must bill a minimum of \$100 in BFI switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100, a \$25 minimum monthly fee applies and will be added to customer's bill. BFI dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of \$400 after discounts are applied. If the sum of customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below \$400, a \$50 minimum monthly fee applies and will be added to customer's bill. BFI Rate Plans are offered in conjunction with Carriers BFI Rate Plans option set forth in its FCC tariff(s) No. 3 and No. 4.

<u>Usage Levels</u>	<u>Plan 1</u> \$500	<u>Plan 2</u> \$2,500	<u>Plan 3</u> \$10,000
<u>Switched Outbound</u>	\$0.1200	\$0.1150	\$0.1100
<u>Switched Inbound/800</u>	\$0.1200	\$0.1150	\$0.1100
<u>Dedicated Outbound</u>	\$0.0950	\$0.0900	\$0.0825
<u>Dedicated Inbound/800</u>	\$0.0950	\$0.0900	\$0.0825
<u>Discount</u>			
Conference Calling	25%	30%	40%

4.10.8 BFI NIA

The following rate plans are available to new business customers who are Fortune 1000 members who sign up for BFI through Cable & Wireless' Direct Sales NIA Channel. Terms and conditions mirror those of the LAO Plan. Except, depending upon usage level, customers who utilize Conference Calling receive a discount of 30%, 40%, or 50% off of Conference Calling rates.

<u>Usage Levels</u>	<u>Plan 4</u> \$5,000	<u>Plan 5</u> \$15,000	<u>Plan 6</u> \$25,000
<u>Switched Outbound</u>	\$0.1150	\$0.1100	\$0.1000
<u>Switched Inbound/800</u>	\$0.1150	\$0.1100	\$0.1000
<u>Dedicated Outbound</u>	\$0.0900	\$0.0825	\$0.0775
<u>Dedicated Inbound/800</u>	\$0.0900	\$0.0825	\$0.0775
<u>Discount</u>			
Conference Calling	30%	40%	50%

CANCELED

SEP 30 2001

By /s/ R P 43.1

Public Service Commission
MISSOURIMissouri Public
Service Commission

*If minimum usage is not met during the second invoice, customer will be charged the minimum monthly fee.

FILED DEC 08 1999

Issued:
November 8, 1999

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:
December 8, 1999

REC'D AUG 14 2002

SECTION 4 - RATES (Cont.)BFI (Cont.)

Service Commission

- 4.10.9 BFI Agent Plans are available to Agents reselling C&W USA services to small, medium and large Customer bases. The Agent resellers average a revenue commitment from \$30,000 to \$150,000 per annum. All BFI usage and Conference Calling usage set forth in Section 4 of this tariff, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off of the Conference Calling base rates as set forth in this tariff. Customer must bill a *minimum of \$100 in BFI switched and or dedicated access* monthly usage after discounts are applied. If total monthly usage is less than \$100, a \$25 monthly minimum fee will be applied to the bill of Customers averaging a revenue commitment up to \$100,000. Customers who average a revenue commitment of \$150,000 must bill a minimum of \$50. If total usage is less than \$50, the difference will be applied to the Customers bill totaling a \$50 monthly minimum fee. BFI Rate Plans are offered in conjunction with Carriers BFI Rate Plans option set forth in its Schedules No. 3 and No. 4.

BFI Agent Plans

The BFI Agent Plan rates only apply to those Agents reselling C&W USA services under this product. Terms and conditions mirror those of the BFI Product. Depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off of Conference Calling base rates.

PLAN I

	<u>Platinum</u>	<u>Gold</u>	<u>Silver</u>	<u>Copper</u>
<u>Usage Levels</u>	\$150,000	\$100,000	\$50,000	\$30,000
<u>Switched Outbound</u>	\$0.1220	\$0.1220	\$0.1280	\$0.1330
<u>Switched Inbound/800</u>	\$0.1220	\$0.1220	\$0.1280	\$0.1330
<u>Dedicated Outbound</u>	\$0.0690	\$0.0690	\$0.0720	\$0.0760
<u>Dedicated Inbound/800</u>	\$0.0690	\$0.0690	\$0.0720	\$0.0760
<u>Directory Assistance</u>	\$0.6500	\$0.6500	\$0.6700	\$0.7000
Discount				
Conference Calling	40%	40%	30%	20%
<u>*Meet Me</u>	\$0.2700	\$0.2700	\$0.3150	\$0.3600
<u>*800 Meet Me</u>	\$0.3600	\$0.3600	\$0.4200	\$0.4800
<u>*Operator Handled</u>	\$0.3600	\$0.3600	\$0.4200	\$0.4800

BFI has been grandfathered. Only current BFI customers, subject to the terms and conditions of this plan, are eligible to receive the discount.

CANCELLED

(N)

JUN 4 2005

XD 05461

Public Service Commission

MISSOURI
September 13, 2002

Issued:

August 14, 2002

By:

LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

FILED SEP 13 2002

Service Commission

REC'D JAN 18 2002

SECTION 4 - RATES (Cont.)
BFI (Cont.)

Service Commission

4.10.9 BFI Agent Plans are available to Agents reselling C&W USA services to small, medium and large Customer bases. The Agent resellers average a revenue commitment from \$30,000 to \$150,000 per annum. All BFI usage and Conference Calling usage set forth in Section 4 of this tariff, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off of the Conference Calling base rates as set forth in this tariff. Customer must bill a minimum of \$100 in BFI switched and or dedicated access monthly usage after discounts are applied. If total monthly usage is less than \$100, a \$25 monthly minimum fee will be applied to the bill of Customers averaging a revenue commitment up to \$100,000. Customers who average a revenue commitment of \$150,000 must bill a minimum of \$50. If total usage is less than \$50, the difference will be applied to the Customers bill totaling a \$50 monthly minimum fee. BFI Rate Plans are offered in conjunction with Carriers BFI Rate Plans option set forth in its Schedules No. 3 and No. 4.

(D)

BFI Agent Plans

The BFI Agent Plan rates only apply to those Agents reselling C&W USA services under this product. Terms and conditions mirror those of the BFI Product. Depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off of Conference Calling base rates.

PLAN I

<u>Usage Levels</u>	<u>Platinum</u> \$150,000	<u>Gold</u> \$100,000	<u>Silver</u> \$50,000	<u>Copper</u> \$30,000
<u>Switched Outbound</u>	\$0.1220	\$0.1220	\$0.1280	\$0.1330
<u>Switched Inbound/800</u>	\$0.1220	\$0.1220	\$0.1280	\$0.1330
<u>Dedicated Outbound</u>	\$0.0690	\$0.0690	\$0.0720	\$0.0760
<u>Dedicated Inbound/800</u>	\$0.0690	\$0.0690	\$0.0720	\$0.0760
<u>Directory Assistance</u>	\$0.6500	\$0.6500	\$0.6700	\$0.7000

(D)

Discount

<u>Conference Calling</u>	40%	40%	30%	20%
<u>*Meet Me</u>	\$0.2700	\$0.2700	\$0.3150	\$0.3600
<u>*800 Meet Me</u>	\$0.3600	\$0.3600	\$0.4200	\$0.4800
<u>*Operator Handled</u>	\$0.3600	\$0.3600	\$0.4200	\$0.4800

CANCELLED

Missouri Public

SEP 13 2002

FILED FEB 17 2002

Issued:
January 18, 2002

Public Service Commission
LaRene Plack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

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Service Commission

REC'D AUG 31 2001

SECTION 4 - RATES (Cont.)BFI (Cont.)

Service Commission

4.10.9 BFI Agent Plans are available to Agents reselling C&W USA services to small, medium and large Customer bases. The Agent resellers average a revenue commitment from \$30,000 to \$150,000 per annum. All BFI usage, optional Global Calling Card and Conference Calling usage set forth in Section 4 of this tariff, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off of the Conference Calling base rates as set forth in this tariff. Customer must bill a minimum of \$100 in BFI switched and or dedicated access monthly usage after discounts are applied. If total monthly usage is less than \$100, a \$25 monthly minimum fee will be applied to the bill of Customers averaging a revenue commitment up to \$100,000. Customers who average a revenue commitment of \$150,000 must bill a minimum of \$50. If total usage is less than \$50, the difference will be applied to the Customers bill totaling a \$50 monthly minimum fee. BFI Rate Plans are offered in conjunction with Carriers BFI Rate Plans option set forth in its Schedules No. 3 and No. 4.

(T)

BFI Agent Plans

The BFI Agent Plan rates only apply to those Agents reselling C&W USA services under this product. Terms and conditions mirror those of the BFI Product. Depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off of Conference Calling base rates.

PLAN I

<u>Usage Levels</u>	<u>Platinum</u> \$150,000	<u>Gold</u> \$100,000	<u>Silver</u> \$50,000	<u>Copper</u> \$30,000
<u>Switched Outbound</u>	\$0.1220	\$0.1220	\$0.1280	\$0.1330
<u>Switched Inbound/800</u>	\$0.1220	\$0.1220	\$0.1280	\$0.1330
<u>Dedicated Outbound</u>	\$0.0690	\$0.0690	\$0.0720	\$0.0760
<u>Dedicated Inbound/800</u>	\$0.0690	\$0.0690	\$0.0720	\$0.0760
<u>Directory Assistance</u>	\$0.6500	\$0.6500	\$0.6700	\$0.7000
<u>Global Calling Card</u>	\$0.1530	\$0.1530	\$0.1683	\$0.1836
<u>Discount</u>				
Conference Calling	40%	40%	30%	20%
<u>*Meet Me</u>	\$0.2700	\$0.2700	\$0.3150	\$0.3600
<u>*800 Meet Me</u>	\$0.3600	\$0.3600	\$0.4200	\$0.4800
<u>*Operator Handled</u>	\$0.3600	\$0.3600	\$0.4200	\$0.4800

CANCELLED

Missouri Public

FEB 17 2002

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2nd RP 43.2
Public Service Commission

Service Commission

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MISSOURI By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:
September 30, 2001

SECTION 4 - RATES (Cont.)BFI (Cont.)

REC'D JUL 21 2000

4.10.9 BFI Agent Plans are available to Agents reselling C&W USA services to small, medium and large Customer bases. The Agent resellers average a revenue commitment from \$30,000 to \$150,000 per annum. All BFI usage, optional Global Calling Card and Conference Calling usage set forth in Section 4 of this tariff, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off of the Conference Calling base rates as set forth in this tariff. Customer must bill a minimum of \$100 in BFI switched and or dedicated access monthly usage after discounts are applied. If total monthly usage is less than \$100, a \$25 monthly minimum fee will be applied to the bill of Customers averaging a revenue commitment up to \$100,000. Customers who average a revenue commitment of \$150,000 must bill a minimum of \$50. If total usage is less than \$50, the difference will be applied to the Customers bill totaling a \$50 monthly minimum fee. BFI Rate Plans are offered in conjunction with Carriers BFI Rate Plans option set forth in its FCC tariff(s) No. 3 and No. 4.

BFI Agent Plans

The BFI Agent Plan rates only apply to those Agents reselling C&W USA services under this product. Terms and conditions mirror those of the BFI Product. Depending upon usage level, customers who utilize Conference Calling receive a discount of 20% - 50% off of Conference Calling base rates.

PLAN I

<u>Usage Levels</u>	<u>Platinum</u> \$150,000	<u>Gold</u> \$100,000	<u>Silver</u> \$50,000	<u>Copper</u> \$30,000
<u>Switched Outbound</u>	\$0.1220	\$0.1220	\$0.1280	\$0.1330
<u>Switched Inbound/800</u>	\$0.1220	\$0.1220	\$0.1280	\$0.1330
<u>Dedicated Outbound</u>	\$0.0690	\$0.0690	\$0.0720	\$0.0760
<u>Dedicated Inbound/800</u>	\$0.0690	\$0.0690	\$0.0720	\$0.0760
<u>Directory Assistance</u>	\$0.6500	\$0.6500	\$0.6700	\$0.7000
<u>Global Calling Card</u>	\$0.1530	\$0.1530	\$0.1683	\$0.1836
Discount				
Conference Calling	40%	40%	30%	20%
<u>*Meet Me</u>	\$0.2700	\$0.2700	\$0.3150	\$0.3600
<u>*800 Meet Me</u>	\$0.3600	\$0.3600	\$0.4200	\$0.4800
<u>*Operator Handled</u>	\$0.3600	\$0.3600	\$0.4200	\$0.4800

CANCELLED

SEP 30 2001

1st RP 43.2 Everything on this page is new.

Public Service Commission
MISSOURIMissouri Public
Service Commission

FILED AUG 20 2000

Issued:
July 21, 2000By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182Effective:
August 20, 2000

REC'D AUG 14 2002

SECTION 4 - RATES (Cont.)BFI (Cont.)

Service Commission

PLAN II

	<u>Platinum</u>	<u>Gold</u>	<u>Silver</u>	<u>Copper</u>
<u>Usage Levels</u>	\$150,000	\$100,000	\$50,000	\$30,000
<u>Switched Outbound</u>	\$0.1220	\$0.1170	\$0.1220	\$0.1280
<u>Switched Inbound/800</u>	\$0.1220	\$0.1170	\$0.1220	\$0.1280
<u>Dedicated Outbound</u>	\$0.0690	\$0.0660	\$0.0690	\$0.0720
<u>Dedicated Inbound/800</u>	\$0.0690	\$0.0660	\$0.0690	\$0.0720
<u>Directory Assistance</u>	\$0.6500	\$0.6000	\$0.6200	\$0.6500
Discount				
Conference Calling	40%	50%	40%	30%
* <u>Meet Me</u>	\$0.2700	\$0.2250	\$0.2700	\$0.3150
* <u>800 Meet Me</u>	\$0.3600	\$0.3000	\$0.3600	\$0.4200
* <u>Operator Handled</u>	\$0.3600	\$0.3000	\$0.3600	\$0.4200

*Rates shown include the Conference Calling discount

BFI has been grandfathered. Only current BFI customers, subject to the terms and conditions of this plan are eligible to receive the discount.

(N)

CANCELLED

JUN 4 2005

XD-05-481

Public Service Commission
MISSOURI

Issued:

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By:

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Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Missouri Public

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September 13, 2002

FILED SEP 13 2002

Service Commission

SECTION 4 - RATES (Cont.)
BFI (Cont.)

REC'D JAN 18 2002

PLAN II

<u>Usage Levels</u>	<u>Platinum</u>	<u>Gold</u>	<u>Service Commission</u>	
	\$150,000	\$100,000	<u>Silver</u>	<u>Copper</u>
<u>Switched Outbound</u>	\$0.1220	\$0.1170	\$0.1220	\$0.1280
<u>Switched Inbound/800</u>	\$0.1220	\$0.1170	\$0.1220	\$0.1280
<u>Dedicated Outbound</u>	\$0.0690	\$0.0660	\$0.0690	\$0.0720
<u>Dedicated Inbound/800</u>	\$0.0690	\$0.0660	\$0.0690	\$0.0720
<u>Directory Assistance</u>	\$0.6500	\$0.6000	\$0.6200	\$0.6500
(D)				
<u>Discount</u>				
Conference Calling	40%	50%	40%	30%
* <u>Meet Me</u>	\$0.2700	\$0.2250	\$0.2700	\$0.3150
* <u>800 Meet Me</u>	\$0.3600	\$0.3000	\$0.3600	\$0.4200
* <u>Operator Handled</u>	\$0.3600	\$0.3000	\$0.3600	\$0.4200

*Rates shown include the Conference Calling discount

CANCELLED
SEP 18 2002
By: [Signature]
Public Service Commission
MISSOURI

Missouri Public

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LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182Effective:
February 17, 2002

SECTION 4 - RATES (Cont.)
BFI (Cont.)

~~Missouri Public
Service Commission~~

REC'D JUL 21 2000

PLAN II

	<u>Platinum</u>	<u>Gold</u>	<u>Silver</u>	<u>Copper</u>
<u>Usage Levels</u>	\$150,000	\$100,000	\$50,000	\$30,000
<u>Switched Outbound</u>	\$0.1220	\$0.1170	\$0.1220	\$0.1280
<u>Switched Inbound/800</u>	\$0.1220	\$0.1170	\$0.1220	\$0.1280
<u>Dedicated Outbound</u>	\$0.0690	\$0.0660	\$0.0690	\$0.0720
<u>Dedicated Inbound/800</u>	\$0.0690	\$0.0660	\$0.0690	\$0.0720
<u>Directory Assistance</u>	\$0.6500	\$0.6000	\$0.6200	\$0.6500
<u>Global Calling Card</u>	\$0.1530	\$0.1425	\$0.1530	\$0.1683
Discount				
Conference Calling	40%	50%	40%	30%
* <u>Meet Me</u>	\$0.2700	\$0.2250	\$0.2700	\$0.3150
* <u>800 Meet Me</u>	\$0.3600	\$0.3000	\$0.3600	\$0.4200
* <u>Operator Handled</u>	\$0.3600	\$0.3000	\$0.3600	\$0.4200

*Rates shown include the Conference Calling discount

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 1st RP 43.3
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 MISSOURI

~~Missouri Public
Service Commission~~

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 August 20, 2000

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SECTION 4 RATES (Cont.)

BFI (Cont.)

Service Commission

4.10.10 BFI Bronze Agent Plan

BFI Bronze Agent Plan is available to agents reselling C&W USA services primarily to small to medium-sized business customers. All BFI usage and Conference Calling usage set forth in Section 4, herein, will be included in calculating customer's total monthly usage. Under this option, customers who utilize Conference Calling are eligible to receive a discount of 20% off Conference Calling base rates. Customer must bill a minimum of \$100 monthly in BFI switched access usage and a minimum of \$400 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during customer's second invoice and any subsequent invoices, customer will be charged a \$25 fee, which will be added to customer's bill. Customers migrating from the T-Net platform are not subject to the monthly minimum charges. Other terms and conditions mirror those of BFI set forth in this Section.

BFI Bronze Rate Plan

<u>Switched Outbound</u>	\$0.1380
<u>Switched Inbound/800</u>	\$0.1380
<u>Dedicated Outbound</u>	\$0.0800
<u>Dedicated Inbound/800</u>	\$0.0800
<u>Directory Assistance</u>	\$0.7300
<u>Discount</u>	
<u>Conference Calling</u>	20%
<u>*Meet Me</u>	\$0.3600
<u>*800 Meet Me</u>	\$0.4800
<u>*Operator Handled</u>	\$0.4800

*Rates shown include the Conference Calling discount

BFI has been grandfathered. Only current BFI customers, subject to the terms and conditions of this plan are eligible to receive the discount.

(N)

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FILED SEP 13 2002

Service Commission

Missouri Public

SECTION 4 RATES (Cont.)
BFI (Cont.)

REC'D JAN 18 2002

4.10.10 BFI Bronze Agent Plan

Service Commission

BFI Bronze Agent Plan is available to agents reselling C&W USA services primarily to small to medium-sized business customers. All BFI usage and Conference Calling usage set forth in Section 4, herein, will be included in calculating customer's total monthly usage. Under this option, customers who utilize Conference Calling are eligible to receive a discount of 20% off Conference Calling base rates. Customer must bill a minimum of \$100 monthly in BFI switched access usage and a minimum of \$400 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during customer's second invoice and any subsequent invoices, customer will be charged a \$25 fee, which will be added to customer's bill. Customers migrating from the T-Net platform are not subject to the monthly minimum charges. Other terms and conditions mirror those of BFI set forth in this Section.

(D)

BFI Bronze Rate Plan

<u>Switched Outbound</u>	\$0.1380
<u>Switched Inbound/800</u>	\$0.1380
<u>Dedicated Outbound</u>	\$0.0800
<u>Dedicated Inbound/800</u>	\$0.0800
<u>Directory Assistance</u>	\$0.7300

Discount	
<u>Conference Calling</u>	20%
* <u>Meet Me</u>	\$0.3600
* <u>800 Meet Me</u>	\$0.4800
* <u>Operator Handled</u>	\$0.4800

*Rates shown include the Conference Calling discount

CANCELLED

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SECTION 4 RATES (Cont.)BFI (Cont.)4.10.10 BFI Bronze Agent Plan

BFI Bronze Agent Plan is available to agents reselling C&W USA services primarily to small to medium-sized business customers. All BFI usage, optional Global Calling Card, and Conference Calling usage set forth in Section 4, herein, will be included in calculating customer's total monthly usage. Under this option, customers who utilize Conference Calling are eligible to receive a discount of 20% off Conference Calling base rates. Customer must bill a minimum of \$100 monthly in BFI switched access usage and a minimum of \$400 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during customer's second invoice and any subsequent invoices, customer will be charged a \$25 fee, which will be added to customer's bill. Customers migrating from the T-Net platform are not subject to the monthly minimum charges. Other terms and conditions mirror those of BFI set forth in this Section.

BFI Bronze Rate Plan

Switched Outbound \$0.1380

Switched Inbound/800 \$0.1380

Dedicated Outbound \$0.0800

Dedicated Inbound/800 \$0.0800

Directory Assistance \$0.7300

Global Calling Card \$0.1950

Discount
Conference Calling 20%

*Meet Me \$0.3600

*800 Meet Me \$0.4800

*Operator Handled \$0.4800

*Rates shown include the Conference Calling discount

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SEP 15 2000

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Public Service Commission

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By JST RP 43.4
Public Service Commission
MISSOURI

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8219 Leesburg Pike
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REC'D AUG 14 2002

SECTION 4 RATES (Cont.)
BFI (Cont.)

Service Commission

BFI Agent Platinum 2001

The following rates apply to new BFI Customers who have not subscribed to any C&W USA service offerings within the last 90 days, and who sign up for BFI service via C&W USA Business Markets Channel. All BFI usage, and Conference Calling usage set forth in Section 4 herein, will be included in calculating customer's total monthly usage. Under this option, customers who utilize Conference Calling are eligible to receive a discount of 40% off Conference Calling base rates. Customer must bill a minimum of \$100 monthly in BFI switched access usage and a minimum of \$400 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during customer's second invoice and any subsequent invoices, customer will be charged a \$25 fee, which will be added to customer's bill. Other terms and conditions mirror those of BFI set forth in this Section.

BFI Agent Platinum 2001 Rates

<u>Switched Inbound 800/Outbound</u>	\$0.1170
<u>Dedicated Inbound 800/Outbound</u>	\$0.0660
<u>Directory Assistance</u>	\$0.6000
<u>Discount</u>	
<u>Conference Calling</u>	40%
<u>*Meet Me</u>	\$0.2700
<u>*800 Meet Me</u>	\$0.3600
<u>*Operator Handled</u>	\$0.3600
<u>*Conference On Demand</u>	
<u>Toll Free Dial In</u>	\$0.2100
<u>Toll Dial In</u>	\$0.1680
<u>Dial Out Domestic</u>	\$0.3000

*Rates shown include the Conference Calling discount.

CANCELLED

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Public Service Commission
MISSOURI

BFI has been grandfathered. Only current BFI customers, subject to the terms and conditions of this plan are eligible to receive the discount.

(N)

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August 14, 2002

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September 13, 2002

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Service Commission

REC'D OCT 11 2001

SECTION 4 RATES (Cont.)BFI (Cont.)

Service Commission

BFI Agent Platinum 2001

The following rates apply to new BFI Customers who have not subscribed to any C&W USA service offerings within the last 90 days, and who sign up for BFI service via C&W USA Business Markets Channel. All BFI usage, and Conference Calling usage set forth in Section 4 herein, will be included in calculating customer's total monthly usage. Under this option, customers who utilize Conference Calling are eligible to receive a discount of 40% off Conference Calling base rates. Customer must bill a minimum of \$100 monthly in BFI switched access usage and a minimum of \$400 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during customer's second invoice and any subsequent invoices, customer will be charged a \$25 fee, which will be added to customer's bill. Other terms and conditions mirror those of BFI set forth in this Section.

BFI Agent Platinum 2001 RatesSwitched Inbound 800/Outbound \$0.1170Dedicated Inbound 800/Outbound \$0.0660Directory Assistance \$0.6000Discount
Conference Calling 40%*Meet Me \$0.2700*800 Meet Me \$0.3600*Operator Handled \$0.3600*Conference On Demand

Toll Free Dial In \$0.2100

Toll Dial In \$0.1680

Dial Out Domestic \$0.3000

*Rates shown include the Conference Calling discount.

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Public Service Commission
MISSOURI

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8219 Leesburg Pike
Vienna, Virginia 22182

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REC'D AUG 14 2002

SECTION 4 RATES (Cont.)
BFI (Cont.)

Service Commission

4.10.11 BFI Agent Plans 2002

Available to agents reselling C&W services to small, medium, and large customer bases. Under this program the annual revenue commitment ranges from \$40,000 to \$75,000. All BFI usage, and optional Conference Calling usage set forth in Section 4, herein, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling are eligible to receive a discount of 25% - 30% off Conference Calling base rates. Customer must bill a minimum of \$100 in BFI switched and or dedicated access monthly usages after discounts are applied. If total monthly usage is less than \$100, a \$25 monthly minimum fee applies that will be added to Customer's bill for switched access customers. For dedicated access customers, if total monthly usage is less than \$400, a \$50 monthly minimum fee will be added to the customer's bill. Other terms and conditions mirror those of BFI set forth in Section 4, herein.

PLAN III

<u>Usage Level</u>	<u>Gold 2002</u> (\$75,000)	<u>Silver 2002</u> (\$40,000)
<u>Dedicated Inbound/Outbound</u>	\$0.0830	\$0.0990
<u>Switched Inbound/Outbound</u>	\$0.1470	\$0.1760
<u>Directory Assistance</u>	\$0.8500	\$1.0000
<u>Discount</u> <u>Conference Calling</u>	30%	25%
<u>Meet-Me</u>	\$0.2610	\$0.2475
<u>800 Meet-Me</u>	\$0.4200	\$0.4500
<u>Operator Handled</u>	\$0.60	\$0.60
<u>Conference on Demand</u>		
Toll Free Dial-in	\$0.2587	\$0.2634
Toll Dial-in	\$0.2076	\$0.2063
Dial-out Domestic	\$0.3962	\$0.3969

CANCELLED

JUN 4 2005

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Missouri Public Service Commission
MISSOURI

BFI has been grandfathered. Only current BFI customers, subject to the terms and conditions of this plan are eligible to receive the discount.

(N)

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August 14, 2002

By:
LaRene Flack, Regulatory and Tariff Manager
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8219 Leesburg Pike
Vienna, Virginia 22182

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Service Commission

REC'D MAR 07 2002

SECTION 4 RATES (Cont.)
BFI (Cont.)

Service Commission

4.10.11 BFI Agent Plans 2002

Available to agents reselling C&W services to small, medium, and large customer bases. Under this program the annual revenue commitment ranges from \$40,000 to \$75,000. All BFI usage, and optional Conference Calling usage set forth in Section 4, herein, will be included in calculating customer's total monthly usage. Depending upon usage level, customers who utilize Conference Calling are eligible to receive a discount of 25% - 30% off Conference Calling base rates. Customer must bill a minimum of \$100 in BFI switched and or dedicated access monthly usages after discounts are applied. If total monthly usage is less than \$100, a \$25 monthly minimum fee applies that will be added to Customer's bill for switched access customers. For dedicated access customers, if total monthly usage is less than \$400, a \$50 monthly minimum fee will be added to the customer's bill. Other terms and conditions mirror those of BFI set forth in Section 4, herein.

PLAN III

<u>Usage Level</u>	<u>Gold 2002</u> (\$75,000)	<u>Silver 2002</u> (\$40,000)
<u>Dedicated Inbound/Outbound</u>	\$0.0830	\$0.0990
<u>Switched Inbound/Outbound</u>	\$0.1470	\$0.1760
<u>Directory Assistance</u>	\$0.8500	\$1.0000
<u>Discount</u> <u>Conference Calling</u>	30%	25%
<u>Meet-Me</u>	\$0.2610	\$0.2475
<u>800 Meet-Me</u>	\$0.4200	\$0.4500
<u>Operator Handled</u>	\$0.60	\$0.60
<u>Conference on Demand</u>		
<u>Toll Free Dial-in</u>	\$0.2587	\$0.2634
<u>Toll Dial-in</u>	\$0.2076	\$0.2063
<u>Dial-out Domestic</u>	\$0.3962	\$0.3969

CANCELLED

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By *ERS* 43.6
Public Service Commission
MISSOURI

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Service Commission

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Cable & Wireless, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182Effective:
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SECTION 4 - RATES (Cont.)

4.11 Business First Basics (BFB)

Service Commission

BFB is billed in flat rates per minute not sensitive to mileage or time-of-day. Unless expressly stated otherwise in this Tariff, BFB is excluded from all discount programs normally applicable to Virtual Network Services. Accordingly, BFB usage volume will not be applied toward any other discount.

4.11.1 Business First Basics - Switched Outbound

\$0.1932/minute

4.11.2 Business First Basics - Dedicated Outbound

\$0.1610/minute

4.11.4 Business First Basics - Switched Inbound

\$0.1932/minute

4.11.5 Business First Basics - Dedicated Inbound

\$0.1610/minute

4.11.6 Employee Discounts

C&W USA employees, upon presubscription to C&W USA as their PIC receive 78.89% off BFB switched outbound rate.

4.11.7 S.U.N. Discount

Customers currently on S.U.N. service for interstate service, receive 15% off of BFB intrastate switched inbound and outbound rates and conference calling. In addition, S.U.N. customers who are currently enrolled in any of the following S.U.N. term plans for interstate service, will have term plan discounts applied to intrastate BFB charges as follows:

ONE YEAR TERM

MONTHLY TOTAL USAGE
COMMITMENT LEVELSOUTBOUND/800
DISCOUNT (%)CONFERENCE CALL
DISCOUNT (%)

\$100
\$1,000
\$2,500
\$5,000
\$7,500
\$10,000

5.0
7.5
10.0
12.5
15.0
17.5

5.0
7.5
10.0
12.5
15.0
17.5

TWO YEAR TERM

MONTHLY USAGE
COMMITMENT LEVELSOUTBOUND/800
DISCOUNT (%)CONFERENCE CALL
DISCOUNT (%)

\$100
\$1,000
\$2,500
\$5,000
\$7,500
\$10,000

7.5
10.0
12.5
15.0
17.5
20.0

7.5
10.0
12.5
15.0
17.5
20.0

BFB has been grandfathered. Only current BFB customers, subject to the terms and conditions of this plan are eligible to receive the discount.

(N)

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August 14, 2002

By:
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8219 Leesburg Pike
Vienna, Virginia 22182

Missouri Public
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Service Commission

SECTION 4 - RATES (Cont.)4.11 Business First Basics (BFB)

BFB is billed in flat rates per minute not sensitive to mileage or time-of-day. Unless expressly stated otherwise in this Tariff, BFB is excluded from all discount programs normally applicable to Virtual Network Services. Accordingly, BFB usage volume will not be applied toward any other discount.

4.11.1 Business First Basics - Switched Outbound

\$0.1932/minute

Missouri Public

(R)

4.11.2 Business First Basics - Dedicated Outbound

\$0.1610/minute

REC'D FEB 28 2002

Missouri Commission

(R)

4.11.4 Business First Basics - Switched Inbound

\$0.1932/minute

CANCELLED

SEP 13 2002

(R)

4.11.5 Business First Basics - Dedicated Inbound

\$0.1610/minute

By: Lath RS 44
Public Service Commission
MISSOURI

(R)

4.11.6 Employee Discounts

C&W USA employees, upon presubscription to C&W USA as their PIC receive 78.89% off BFB switched outbound rate.

4.11.7 S.U.N. Discount

Customers currently on S.U.N. service for interstate service, receive 15% off of BFB intrastate switched inbound and outbound rates and conference calling. In addition, S.U.N. customers who are currently enrolled in any of the following S.U.N. term plans for interstate service, will have term plan discounts applied to intrastate BFB charges as follows:

ONE YEAR TERM

MONTHLY TOTAL USAGE
COMMITMENT LEVELSOUTBOUND/800
DISCOUNT (%)CONFERENCE CALL
DISCOUNT (%)\$100
\$1,000
\$2,500
\$5,000
\$7,500
\$10,0005.0
7.5
10.0
12.5
15.0
17.55.0
7.5
10.0
12.5
15.0
17.5

TWO YEAR TERM

MONTHLY USAGE
COMMITMENT LEVELSOUTBOUND/800
DISCOUNT (%)CONFERENCE CALL
DISCOUNT (%)\$100
\$1,000
\$2,500
\$5,000
\$7,500
\$10,0007.5
10.0
12.5
15.0
17.5
20.07.5
10.0
12.5
15.0
17.5
20.0

Missouri Public

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SECTION 4 - RATES (Cont.)

REC'D JAN 18 2002

4.11 Business First Basics (BFB)

BFB is billed in flat rates per minute not sensitive to mileage or time-of-day. Unless expressly stated otherwise in this Tariff, BFB is excluded from all discount programs normally applicable to Virtual Network Services. Accordingly, BFB usage volume will not be applied toward any other discount.

Service Commission

4.11.1 Business First Basics - Switched Outbound

\$0.2090/minute

4.11.2 Business First Basics - Dedicated Outbound

\$0.1665/minute

(D)

4.11.4 Business First Basics - Switched Inbound

\$0.2090/minute

4.11.5 Business First Basics - Dedicated Inbound

\$0.1665/minute

4.11.6 Employee Discounts

C&W USA employees, upon presubscription to C&W USA as their PIC receive 78.89% off BFB switched outbound rate.

(D)

4.11.7 S.U.N. Discount

Customers currently on S.U.N. service for interstate service, receive 15% off of BFB intrastate switched inbound and outbound rates and conference calling. In addition, S.U.N. customers who are currently enrolled in any of the following S.U.N. term plans for interstate service, will have term plan discounts applied to intrastate BFB charges as follows:

(D)

ONE YEAR TERM

MONTHLY TOTAL USAGE
COMMITMENT LEVELSOUTBOUND/800
DISCOUNT (%)CONFERENCE CALL
DISCOUNT (%)\$100
\$1,000
\$2,500
\$5,000
\$7,500
\$10,0005.0
7.5
10.0
12.5
15.0
17.55.0
7.5
10.0
12.5
15.0
17.5**CANCELLED**

MAR 07 2002

By JTH RP 44
Public Service Commission
MISSOURI

(D)

TWO YEAR TERM

MONTHLY USAGE
COMMITMENT LEVELSOUTBOUND/800
DISCOUNT (%)CONFERENCE CALL
DISCOUNT (%)\$100
\$1,000
\$2,500
\$5,000
\$7,500
\$10,0007.5
10.0
12.5
15.0
17.5
20.07.5
10.0
12.5
15.0
17.5
20.0

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(D)

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8219 Leesburg Pike
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SECTION 4 - RATES (Cont.)4.11 Business First Basics (BFB)

BFB is billed in flat rates per minute not sensitive to mileage or time-of-day. Unless expressly stated otherwise in this Tariff, BFB is excluded from all discount programs normally applicable to Virtual Network Services. Accordingly, BFB usage volume will not be applied toward any other discount.

4.11.1 Business First Basics - Switched Outbound

\$0.2090/minute

Missouri Public Service Commission (R)

4.11.2 Business First Basics - Dedicated Outbound

\$0.1665/minute

REC'D FEB 28 2001 (R)

4.11.3 Business First Basics - Travel

\$0.4041/minute

CANCELLED

4.11.4 Business First Basics - Switched Inbound

\$0.2090/minute

FEB 17 2002 (R)

4.11.5 Business First Basics - Dedicated Inbound

\$0.1665/minute

5th RP44
Public Service Commission
MISSOURI (R)4.11.6 Employee Discounts

C&W USA employees, upon presubscription to C&W USA as their PIC receive 78.89% off BFB switched outbound rate and 63.36% of the BFB-Travel Service.

4.11.7 S.U.N. Discount

Customers currently on S.U.N. service for interstate service, receive 15% off of BFB intrastate switched inbound and outbound rates, conference calling and travel card rates. In addition, S.U.N. customers who are currently enrolled in any of the following S.U.N. term plans for interstate service, will have term plan discounts applied to intrastate BFB charges as follows:

ONE YEAR TERM

MONTHLY TOTAL USAGE COMMITMENT LEVELS	OUTBOUND/800 DISCOUNT (%)	CONFERENCE CALL DISCOUNT (%)	TRAVEL RATE DISCOUNT (%)
\$100	5.0	5.0	5.0
\$1,000	7.5	7.5	7.5
\$2,500	10.0	10.0	10.0
\$5,000	12.5	12.5	12.5
\$7,500	15.0	15.0	15.0
\$10,000	17.5	17.5	17.50

TWO YEAR TERM

MONTHLY USAGE COMMITMENT LEVELS	OUTBOUND/800 DISCOUNT (%)	CONFERENCE CALL DISCOUNT (%)	TRAVEL RATE DISCOUNT (%)
\$100	7.5	7.5	7.5
\$1,000	10.0	10.0	10.0
\$2,500	12.5	12.5	12.5
\$5,000	15.0	15.0	15.0
\$7,500	17.5	17.5	17.5
\$10,000	20.0	20.0	20.0

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Missouri Public
Service Commission

SECTION 4 - RATES (Cont.)

REC'D MAY 19 2000

4.11 Business First Basics (BFB)

BFB is billed in flat rates per minute not sensitive to mileage or time-of-day. Unless expressly stated otherwise in this Tariff, BFB is excluded from all discount programs normally applicable to Virtual Network Services. Accordingly, BFB usage volume will not be applied toward any other discount.

4.11.1 Business First Basics - Switched Outbound

\$0.2181/minute

CANCELLED

4.11.2 Business First Basics - Dedicated Outbound

\$0.1727/minute

4.11.3 Business First Basics - Travel

\$0.4041/minute

MAR 07 2001
44 R 44
B.
Public Service Commission
MISSOURI

4.11.4 Business First Basics - Switched Inbound

\$0.2181/minute

Missouri Public
Service Commission4.11.5 Business First Basics - Dedicated Inbound

\$0.1727/minute

FILED JUN 30 2000

4.11.6 Employee Discounts

C&W USA employees, upon presubscription to C&W USA as their PIC, receive 78.89% off BFB switched outbound rate and 63.36% of the BFB-Travel Service.

4.11.7 S.U.N. Discount

Customers currently on S.U.N. service for interstate service, receive 15% off of BFB intrastate switched inbound and outbound rates, conference calling and travel card rates. In addition, S.U.N. customers who are currently enrolled in any of the following S.U.N. term plans for interstate service, will have term plan discounts applied to intrastate BFB charges as follows:

ONE YEAR TERM			
MONTHLY TOTAL USAGE	OUTBOUND/800	CONFERENCE CALL	TRAVEL RATE
COMMITMENT LEVELS	DISCOUNT (%)	DISCOUNT (%)	DISCOUNT (%)
\$100	5.0	5.0	5.0
\$1,000	7.5	7.5	7.5
\$2,500	10.0	10.0	10.0
\$5,000	12.5	12.5	12.5
\$7,500	15.0	15.0	15.0
\$10,000	17.5	17.5	17.50
TWO YEAR TERM			
MONTHLY USAGE	OUTBOUND/800	CONFERENCE CALL	TRAVEL RATE
COMMITMENT LEVELS	DISCOUNT (%)	DISCOUNT (%)	DISCOUNT (%)
\$100	7.5	7.5	7.5
\$1,000	10.0	10.0	10.0
\$2,500	12.5	12.5	12.5
\$5,000	15.0	15.0	15.0
\$7,500	17.5	17.5	17.5
\$10,000	20.0	20.0	20.0

Material that appears on this page was moved from Pages 57 & 58.

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Vienna, Virginia 22182

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SECTION 4 - RATES (Cont.)

REC'D FEB 16 2000

4.11 Business First Basics (BFB)

BFB is billed in flat rates per minute not sensitive to mileage or time-of-day. Unless expressly stated otherwise in this Tariff, BFB is excluded from all discount programs normally applicable to Virtual Network Services. Accordingly, BFB usage volume will not be applied toward any other discount.

4.11.1 Business First Basics - Switched Outbound

\$0.2181/minute

4.11.2 Business First Basics - Dedicated Outbound

\$0.1727/minute

4.11.3 Business First Basics - Travel

\$0.4041/minute

4.11.4 Business First Basics - Switched Inbound

\$0.2181/minute

4.11.5 Business First Basics - Dedicated Inbound

\$0.1727/minute

4.11.6 Employee Discounts

C&W USA employees, upon presubscription to C&W USA as their PIC receive 78.89% off BFB switched outbound rate and 63.36% of the BFB-Travel Service.

(R)

CANCELLED

JUN 30 2000
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Public Service Commission
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Missouri Public
Service Commission

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SECTION 4 - RATES (Cont.)Missouri Public
Service Commission4.11 Business First Basics (BFB)

REC'D DEC 21 1999

BFB is billed in flat rates per minute not sensitive to mileage or time-of-day. Unless expressly stated otherwise in this Tariff, BFB is excluded from all discount programs normally applicable to Virtual Network Services. Accordingly, BFB usage volume will not be applied toward any other discount.

4.11.1 Business First Basics - Switched Outbound

\$0.2181/minute

4.11.2 Business First Basics - Dedicated Outbound

\$0.1727/minute

4.11.3 Business First Basics - Travel

\$0.4041/minute

(1)

4.11.4 Business First Basics - Switched Inbound

\$0.2181/minute

4.11.5 Business First Basics - Dedicated Inbound

\$0.1727/minute

4.11.6 Employee Discounts

C&W USA employees, upon presubscription to C&W USA as their PIC receive 45% off BFB switched outbound rate and 25% of the BFB-Travel Service.

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Public Service Commission
MISSOURIMissouri Public
Service Commission

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SECTION 4 - RATES (Cont.)

APR 27 1999

4.11 Business First Basics (BFB)

BFB is billed in flat rates per minute not sensitive to mileage or time-of-day. Unless expressly stated otherwise in this Tariff, BFB is excluded from all discount programs normally applicable to Virtual Network Services. Accordingly, BFB usage volume will not be applied toward any other discount.

4.11.1 Business First Basics - Switched Outbound

\$0.2181/minute

4.11.2 Business First Basics - Dedicated Outbound

\$0.1727/minute

4.11.3 Business First Basics - Travel

\$0.3674/minute

4.11.4 Business First Basics - Switched Inbound

\$0.2181/minute

4.11.5 Business First Basics - Dedicated Inbound

\$0.1727/minute

4.11.6 Employee Discounts

C&W USA employees, upon presubscription to C&W USA as their PIC receive 45% off BFB switched outbound rate and 25% of the BFB-Travel Service.

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Public Service Commission
MISSOURIIssued:
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Service Commission
MAY 27 1999

REC'D AUG 14 2002

SECTION 4 - RATES (Cont.)
BFB SUN DISCOUNT (Cont.)

Service Commission

THREE YEAR TERM

MONTHLY USAGE COMMITMENT LEVELS	OUTBOUND/800 DISCOUNT(%)	CONFERENCE CALL DISCOUNT (%)
\$100	10.0	10.0
\$1,000	15.0	15.0
\$2,500	17.5	17.5
\$5,000	20.0	20.0
\$7,500	22.5	22.5
\$10,000	25.0	25.0

CANCELLED

JUN 4 2005

Public Service Commission
MISSOURIConditions:

Customers are required to sign an authorization form to accept or decline a term plan. All Intrastate, Interstate, International, Outbound 800, International 800, and Conference Call usage contributes towards monthly commitment levels and receives discounts. The Customer has the first 90 days of the term period to meet commitment. If the Customer terminates the Service within the first 60 days of the term, C&W USA will charge the Customer for all term plan discounts provided through Service disconnect date. If total monthly billing is not equal to term plan commitment level, then for that month, the Customer will be charged the difference between actual usage and the term plan minimum. Term plans automatically renew for periods equal to the initial period unless C&W USA notifies the Customer in writing at least 60 days prior to expiration of the then current term, or unless the Customer notifies C&W USA in writing at least 30 days prior to expiration. Dedicated BFB traffic is not eligible for S.U.N. S.U.N. is not available with any other offers or discounts.

4.11.8 Eclipse Discount

Customers currently enrolled in the Eclipse for interstate service are eligible to receive the following discounts off the BFB intrastate calls:

Intrastate switched outbound and 800/888:	18.40%
Intrastate dedicated outbound and 800/888:	2.38%

4.11.9 Horizon Discount

Horizon is available to new customers, who enroll in C&W USA's Horizon for interstate calling. Horizon is not available to customers currently presubscribed to C&W USA, except for Eclipse customers, who may request to migrate from the Eclipse Discount to Horizon.

Under Horizon, the following discounts are available:

- ♦ 22.33% off BFB switched intrastate outbound and 800/888 calls.

8.07% off Dedicated intrastate outbound and 800/888/887 calls

BFB has been grandfathered. Only current BFI customers, subject to the terms and conditions of this plan are eligible to receive the discount.

(N)

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Missouri Public

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Service Commission

SECTION 4 - RATES (Cont.)
BFB SUN DISCOUNT (Cont.)

REC'D JAN 18 2002

Service Commission

THREE YEAR TERM

MONTHLY USAGE COMMITMENT LEVELS	OUTBOUND/800 DISCOUNT(%)	CONFERENCE CALL DISCOUNT (%)
\$100	10.0	10.0
\$1,000	15.0	15.0
\$2,500	17.5	17.5
\$5,000	20.0	20.0
\$7,500	22.5	22.5
\$10,000	25.0	25.0

CANCELLED

SEP 19 2002
By 2nd RS 44.1
Public Service Commission
MISSOURI

(D)

(D)

Conditions:

Customers are required to sign an authorization form to accept or decline a term plan. All Intrastate, Interstate, International, Outbound 800, International 800, and Conference Call usage contributes towards monthly commitment levels and receives discounts. The Customer has the first 90 days of the term period to meet commitment. If the Customer terminates the Service within the first 60 days of the term, C&W USA will charge the Customer for all term plan discounts provided through Service disconnect date. If total monthly billing is not equal to term plan commitment level, then for that month, the Customer will be charged the difference between actual usage and the term plan minimum. Term plans automatically renew for periods equal to the initial period unless C&W USA notifies the Customer in writing at least 60 days prior to expiration of the then current term, or unless the Customer notifies C&W USA in writing at least 30 days prior to expiration. Dedicated BFB traffic is not eligible for S.U.N. S.U.N. is not available with any other offers or discounts.

(D)

4.11.8 Eclipse Discount

Customers currently enrolled in the Eclipse for interstate service are eligible to receive the following discounts off the BFB intrastate calls:

Intrastate switched outbound and 800/888:	18.40%
Intrastate dedicated outbound and 800/888:	2.38%

(D)

4.11.9 Horizon Discount

Horizon is available to new customers, who enroll in C&W USA's Horizon promotion for interstate calling. Horizon is not available to customers currently presubscribed to C&W USA, except for Eclipse customers, who may request to migrate from the Eclipse Discount to Horizon.

Under Horizon, the following discounts are available:

- ♦ 22.33% off BFB switched intrastate outbound and 800/888 calls.

Missouri Public

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8.07% off Dedicated intrastate outbound and 800/888/887 calls

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SECTION 4 - RATES (Cont.)
BFB SUN DISCOUNT (Cont.)

**Missouri Public
Service Commission**

REC'D MAY 19 2000

THREE YEAR TERM

MONTHLY USAGE COMMITMENT LEVELS	OUTBOUND/800 DISCOUNT(%)	CONFERENCE CALL DISCOUNT (%)	TRAVEL RATE DISCOUNT (%)
\$100	10.0	10.0	10.0
\$1,000	15.0	15.0	15.0
\$2,500	17.5	17.5	17.5
\$5,000	20.0	20.0	20.0
\$7,500	22.5	22.5	22.5
\$10,000	25.0	25.0	25.0

Conditions:

Customers are required to sign an authorization form to accept or decline a term plan. All Intrastate, Interstate, International, Outbound 800, International 800, Calling Card, Passport and Conference Call usage contributes towards monthly commitment levels and receives discounts. The Customer has the first 90 days of the term period to meet commitment. If the Customer terminates the Service within the first 60 days of the term, C&W USA will charge the Customer for all term plan discounts provided through Service disconnect date. If total monthly billing is not equal to term plan commitment level, then for that month, the Customer will be charged the difference between actual usage and the term plan minimum. Term plans automatically renew for periods equal to the initial period unless C&W USA notifies the Customer in writing at least 60 days prior to expiration of the then current term, or unless the Customer notifies C&W USA in writing at least 30 days prior to expiration. Dedicated BFB traffic is not eligible for S.U.N. S.U.N. is not available with any other offers or discounts.

4.11.8 Eclipse Discount

Customers currently enrolled in the Eclipse for interstate service are eligible to receive the following discounts off the BFB intrastate calls:

Intrastate switched outbound and 800/888:	18.40%
Intrastate dedicated outbound and 800/888:	2.38%
Intrastate and international travel card calling	15.00%

4.11.9 Horizon Discount

Horizon is available to new customers, who enroll in C&W USA's Horizon promotion for interstate calling. Horizon is not available to customers currently presubscribed to C&W USA, except for Eclipse customers, who may request to migrate from the Eclipse Discount to Horizon.

Under Horizon, the following discounts are available:

- 22.33% off BFB switched intrastate outbound and 800/888 calls.
- 18.34% off intrastate BFB Travel calls.
- 15% off intrastate Global Calling Card charges.
- 8.07% off Dedicated intrastate outbound and 800/888/887 calls

**Missouri Public
Service Commission**

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CANCELLED

FEB 17 2002 (N)(M)

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**Missouri Public
Service Commission**

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JUN 30 2000

Material that appears on this page was moved from Page 58 & 59

REC'D AUG 14 2002

SECTION 4 - RATES (Cont.)4.12 Prepaid Calling Card

Service Commission

4.12.1 Per Unit Value

Prepaid Calling Card is valid until (i) on the date which has been printed on the card, or (ii) if no expiration date is printed on the card, on the date announce to the card holder after the card holder enters his or her PIN; or (iii) otherwise communicated to the cardholder by C&W USA or until the balance on the card is \$0.00, whichever occurs first. The expiration date shall be one year from the last day of the calendar month during which the Card was issued. C&W USA shall not issue a refund on any amounts left on the card past its expiration date. Calls are billed in 1 minute increments. Cards are available in various unit denominations. The number of minutes of use for each card shall be the maximum number of minutes at the rates set forth below, covered by the C&W USA-fixed dollar value of the card. The per unit value listed below excludes any local taxes or surcharges.

Unless stated otherwise in this Tariff, a 2-unit surcharge will be added to all Prepaid Calling Card calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees.

Rates:

All intrastate traffic = 1 unit per minute.

PLAN A -- C&W USA CORPORATE CARD:
Standard C&W USA card printed by C&W USA.

<u>Minimum Purchase (\$)</u>	<u>Rate Per Unit</u>
\$0 - \$499.99	\$0.35
\$500.00 - \$999.99	\$0.32
\$1,000.00 - \$1,999.99	\$0.28
\$2,000.00 - \$3,499.99	\$0.25
\$3,500.00 - \$4,999.99	\$0.21
\$5,000.00+	\$0.18

PLAN B -- ASIA DIRECT:
C&W USA retail card targeted for Asian Community.

Rate per Unit \$0.27

PLAN C -- MEDIUM VOLUME CUSTOMERS:

A plan where C&W USA provides Service for Customer-printed cards. Minimum purchase of 500,000 units required.

<u>Minimum Purchase (Units)</u>	<u>Rate Per Unit</u>
500,000 - 999,999	\$0.21
1,000,000 - 1,999,999	\$0.20
2,000,000 - 2,999,999	\$0.19
3,000,000 - 3,999,999	\$0.18
4,000,000 - 4,999,999	\$0.17
5,000,000 - 5,999,999	\$0.16

CANCELLED

JUN 4 2005

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Public Service Commission
MISSOURI

Prepaid Calling Card has been grandfathered. Only current Prepaid Calling Card customers, subject to the terms and conditions of this plan are eligible to receive the discount.

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Service Commission

SECTION 4 - RATES (Cont.)4.12 Prepaid Calling Card

REC'D APR 27 1999

4.12.1 Per Unit Value

Prepaid Calling Card is valid until (i) on the date which has been printed on the card, or (ii) if no expiration date is printed on the card, on the date announce to the card holder after the card holder enters his or her PIN; or (iii) otherwise communicated to the cardholder by C&W USA or until the balance on the card is \$0.00, whichever occurs first. The expiration date shall be one year from the last day of the calendar month during which the Card was issued. C&W USA shall not issue a refund on any amounts left on the card past its expiration date. Calls are billed in 1 minute increments. Cards are available in various unit denominations. The number of minutes of use for each card shall be the maximum number of minutes at the rates set forth below, covered by the C&W USA-fixed dollar value of the card. The per unit value listed below excludes any local taxes or surcharges.

Unless stated otherwise in this Tariff, a 2-unit surcharge will be added to all Prepaid Calling Card calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees.

Rates:

All intrastate traffic = 1 unit per minute.

PLAN A -- C&W USA CORPORATE CARD:
Standard C&W USA card printed by C&W USA.

<u>Minimum Purchase (\$)</u>	<u>Rate Per Unit</u>
\$0 - \$499.99	\$0.35
\$500.00 - \$999.99	\$0.32
\$1,000.00 - \$1,999.99	\$0.28
\$2,000.00 - \$3,499.99	\$0.25
\$3,500.00 - \$4,999.99	\$0.21
\$5,000.00+	\$0.18

PLAN B -- ASIA DIRECT:
C&W USA retail card targeted for Asian Community.

Rate per Unit \$0.27

PLAN C -- MEDIUM VOLUME CUSTOMERS:

A plan where C&W USA provides Service for Customer-printed cards. Minimum purchase of 500,000 units required.

<u>Minimum Purchase (Units)</u>	<u>Rate Per Unit</u>
500,000 - 999,999	\$0.21
1,000,000 - 1,999,999	\$0.20
2,000,000 - 2,999,999	\$0.19
3,000,000 - 3,999,999	\$0.18
4,000,000 - 4,999,999	\$0.17
5,000,000 - 5,999,999	\$0.16

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MAY 27 1999

REC'D AUG 14 2002

SECTION 4 - RATES (Cont.)

4.12 Prepaid Calling Card (Cont.)

Service Commission

4.12.1 Per Unit Value (Cont.)PLAN D -- HIGH VOLUME CUSTOMERS:

A plan where C&W USA provides Service for Customer-printed cards. Minimum purchase of 6,000,000 units required.

<u>Minimum Purchase (Units)</u>	<u>Rate Per Unit</u>
6,000,000 - 7,999,999	\$0.159
8,000,000 - 11,999,999	\$0.155
12,000,000 - 15,999,999	\$0.150
16,000,000 - 19,999,999	\$0.145
20,000,000 - 23,999,999	\$0.140
24,000,000 - 29,999,999	\$0.135
30,000,000 +	\$0.130

PLAN E -- IMAGE CARD

Limited Edition collectible, prepaid calling cards.

<u>Minimum Purchase (\$)</u>	<u>Rate Per Unit</u>
0 - \$99.99	\$0.60
\$100.00 - \$199.99	\$0.55
\$200.00 - \$299.99	\$0.50
\$300.00 - \$399.99	\$0.45
\$400.00+	\$0.40

PLAN F - SURETEL

SureTel is a product with low international rates and is targeted for frequent international callers.

<u>Surcharge per call:</u>	\$0.25
<u>Rate per minute:</u>	\$0.19

Prepaid Calling Card has been grandfathered. Only current Prepaid Calling Card customers, subject to the terms and conditions of this plan are eligible to receive the discount.

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JUN 4 2005

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 Public Service Commission
 MISSOURI

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 September 13, 2002

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Service Commission

Missouri Public

SECTION 4 - RATES (Cont.)4.12 Prepaid Calling Card (Cont.)4.12.1 Per Unit Value (Cont.)

REC'D JAN 18 2002

Service Commission

PLAN D -- HIGH VOLUME CUSTOMERS:

A plan where C&W USA provides Service for Customer-printed cards. Minimum purchase of 6,000,000 units required.

<u>Minimum Purchase (Units)</u>	<u>Rate Per Unit</u>
6,000,000 - 7,999,999	\$0.159
8,000,000 - 11,999,999	\$0.155
12,000,000 - 15,999,999	\$0.150
16,000,000 - 19,999,999	\$0.145
20,000,000 - 23,999,999	\$0.140
24,000,000 - 29,999,999	\$0.135
30,000,000 +	\$0.130

PLAN E -- IMAGE CARD

Limited Edition collectible, prepaid calling cards.

<u>Minimum Purchase (\$)</u>	<u>Rate Per Unit</u>
0 - \$99.99	\$0.60
\$100.00 - \$199.99	\$0.55
\$200.00 - \$299.99	\$0.50
\$300.00 - \$399.99	\$0.45
\$400.00+	\$0.40

PLAN F - SURETEL

SureTel is a product with low international rates and is targeted for frequent international callers.

<u>Surcharge per call:</u>	\$0.25
<u>Rate per minute:</u>	\$0.19

CANCELLED

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MISSOURI

Missouri Public

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SECTION 4 - RATES (Cont.)4.12 Prepaid Calling Card (Cont.)Missouri Public
Service Commission4.12.1 Per Unit Value (Cont.)

REC'D DEC 21 1999

PLAN D -- HIGH VOLUME CUSTOMERS:

A plan where C&W USA provides Service for Customer-printed cards. Minimum purchase of 6,000,000 units required.

<u>Minimum Purchase (Units)</u>	<u>Rate Per Unit</u>
6,000,000 - 7,999,999	\$0.159
8,000,000 - 11,999,999	\$0.155
12,000,000 - 15,999,999	\$0.150
16,000,000 - 19,999,999	\$0.145
20,000,000 - 23,999,999	\$0.140
24,000,000 - 29,999,999	\$0.135
30,000,000 +	\$0.130

PLAN E -- IMAGE CARD

Limited Edition collectible, prepaid calling cards.

<u>Minimum Purchase (\$)</u>	<u>Rate Per Unit</u>
0 - \$99.99	\$0.60
\$100.00 - \$199.99	\$0.55
\$200.00 - \$299.99	\$0.50
\$300.00 - \$399.99	\$0.45
\$400.00+	\$0.40

CANCELLED

FEB 17 2002

By 2A/RP/46
Public Service Commission
MISSOURIPLAN F - SURETEL

SureTel is a product with low international rates and is targeted for frequent international callers.

Surcharge per call: \$0.25Rate per minute: \$0.194.13 Global Calling Card Rates

Unless stated otherwise, for a particular type of usage for the Global Calling Card card, the billing increment for such usage will be the same as if such usage was made using the C&W USA Calling Cards service used with underlying C&W USA long-distance service ordered by Customer under this Tariff.

- (i) For a long-distance intrastate outbound call the rates are as follows:

Customers presubscribed to:

Long Distance, Focus II and III, EXCEL

\$0.4950/minute

Customers presubscribed to:

Venture, VNS, Simplicity, BFI

\$0.4950/minute

Customers presubscribed to BFB; and,

Customers not presubscribed to C&W USA's interexchange Service

\$0.3882/minute

Cable & Wireless Complete

\$0.3300/minute

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Service Commission

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Missouri Public
Service CommissionSECTION 4 - RATES (Cont.)4.12 Prepaid Calling Card (Cont.)

APR 27 1999

4.12.1 Per Unit Value (Cont.)PLAN D -- HIGH VOLUME CUSTOMERS:

A plan where C&W USA provides Service for Customer-printed cards. Minimum purchase of 6,000,000 units required.

<u>Minimum Purchase (Units)</u>	<u>Rate Per Unit</u>
6,000,000 - 7,999,999	\$0.159
8,000,000 - 11,999,999	\$0.155
12,000,000 - 15,999,999	\$0.150
16,000,000 - 19,999,999	\$0.145
20,000,000 - 23,999,999	\$0.140
24,000,000 - 29,999,999	\$0.135
30,000,000 +	\$0.130

PLAN E -- IMAGE CARD

Limited Edition collectible, prepaid calling cards.

<u>Minimum Purchase (\$)</u>	<u>Rate Per Unit</u>
0 - \$99.99	\$0.60
\$100.00 - \$199.99	\$0.55
\$200.00 - \$299.99	\$0.50
\$300.00 - \$399.99	\$0.45
\$400.00+	\$0.40

PLAN F - SURETEL

SureTel is a product with low international rates and is targeted for frequent international callers.

<u>Surcharge per call:</u>	\$0.25
<u>Rate per minute:</u>	\$0.19

4.13 Personal Office Rates

Unless stated otherwise, for a particular type of usage for the Personal Office card, the billing increment for such usage will be the same as if such usage was made using the C&W USA Calling Cards service used with underlying C&W USA long-distance service ordered by Customer under this Tariff.

(i) For a long-distance intrastate outbound call the rates are as follows:

Customers presubscribed to:

Long Distance, Focus II and III, EXCEL

\$0.4500/minute

Customers presubscribed to:

Venture, VNS, Simplicity, BFI

\$0.4500/minute

Customers presubscribed to BFB; and,

Customers not presubscribed to C&W USA's interexchange Service

\$0.3529/minute

Cable & Wireless Complete

\$0.3000/minute

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JAN 21 2000

Public Service Commission
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Service Commission

MAY 27 1999

SECTION 4 - RATES (Cont.)

REC'D JAN 18 2002
(D)

Service Commission

(D)

4.14 CTC LD

CTC LD Dedicated Outbound calls are billed in 6-second increments. All other calls are billed in 6-second increments after a 30-second minimum initial billing period.

4.14.1 CTC LD Switched Outbound
\$0.1840/minute

CANCELLED

Missouri Public

4.14.2 CTC LD Dedicated Outbound
\$0.1190/minute

JUN 4 2005

FILED FEB 17 2002

4.14.3 CTC LD Switched Inbound
\$0.1840/minute

XDOS-401
Public Service Commission
MISSOURI

Service Commission

The CTC LD product has been grandfathered. Only current CTC LD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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LaRene Flack, Regulatory and Tariff Manager
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RECEIVEDSECTION 4 - RATES (Cont.)

DEC 22 2000

4.13 Global Calling Card Rates**MISSOURI**
Public Service Commission

- (ii) Use of the Global Calling Card to connect to C&W USA's Passport® service, at the same rate set forth in Subsection (i) above, as measured from the time a Global Calling Card cardholder connects with the Global Calling Card system until such call is received by the operator for C&W USA's Passport® service. Once the call is received by the operator for C&W USA's Passport® service, the call will be billed in accordance with C&W USA's Passport® service. (T)
- (iii) For Quick Conference (i.e., less than six (6) conferees), at the rates (per conferee) for long-distance outbound calls set forth in Subsections (i). (T)
- (iv) Use of the Global Calling Card to connect to the C&W USA conference center for operator-assisted conferencing for more than six (6) conferees, at the same rate set forth in Subsection (i) above, as measured from the time a Global Calling Card cardholder connects to the Global Calling Card system until such call is received by the C&W USA conference center. Once the call is received by the C&W USA conference center, the call will be billed in accordance with the rate (per conferee) for Conference Calling applicable to the underlying C&W USA long-distance Service ordered by the Customer under this Tariff. (T)
- (v) For Voice Mail, at the same rate set forth in Subsection (i) above, as measured as follows: (1) the call time to access a cardholder's Voice Mail and leave a message for that cardholder; and (2) the call time for a cardholder to access its Voice Mail and to retrieve and listen to a message. (T)
- (vi) For Fax Mail, at the same rate set forth in Subsection (i) above, as measured as follows: (i) the call time to access a cardholder's Fax Mail and transmit a message to that cardholder's Fax Mail box; and (2) the call time for a cardholder to access its Fax Mail and to retrieve and transmit a facsimile message to a facsimile machine. (T)
- (vii) For Pager/Telephone Notification, at the same rate set forth in Subsection (i) above, as measured from the time the Global Calling Card systems commences such notification to completion of such notification. (T)

4.14 CTC LD

CTC LD Dedicated Outbound calls are billed in 6-second increments. All other calls are billed in 6-second increments after a 30-second minimum initial billing period.

4.14.1 CTC LD Switched Outbound
\$0.1840/minute

CANCELLED**FILED**

4.14.2 CTC LD Dedicated Outbound
\$0.1190/minute

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JAN 31 2001

4.14.3 CTC LD Switched Inbound
\$0.1840/minute

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The CTC LD product has been grandfathered. Only current CTC LD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)

FCD APR 27 1999

4.13 Personal Office Rates

- (ii) Use of the Personal Office card to connect to C&W USA's Passport® service, at the same rate set forth in Subsection (i) above, as measured from the time a Personal Office cardholder connects with the Personal Office system until such call is received by the operator for C&W USA's Passport® service. Once the call is received by the operator for C&W USA's Passport® service, the call will be billed in accordance with C&W USA's Passport® service.
- (iii) For Quick Conference (i.e., less than six (6) conferees), at the rates (per conferee) for long-distance outbound calls set forth in Subsections (i).
- (iv) Use of the Personal Office card to connect to the C&W USA conference center for operator-assisted conferencing for more than six (6) conferees, at the same rate set forth in Subsection (i) above, as measured from the time a Personal Office cardholder connects to the Personal Office system until such call is received by the C&W USA conference center. Once the call is received by the C&W USA conference center, the call will be billed in accordance with the rate (per conferee) for Conference Calling applicable to the underlying C&W USA long-distance Service ordered by the Customer under this Tariff.
- (v) For Voice Mail, at the same rate set forth in Subsection (i) above, as measured as follows: (1) the call time to access a cardholder's Voice Mail and leave a message for that cardholder; and (2) the call time for a cardholder to access its Voice Mail and to retrieve and listen to a message.
- (vi) For Fax Mail, at the same rate set forth in Subsection (i) above, as measured as follows: (i) the call time to access a cardholder's Fax Mail and transmit a message to that cardholder's Fax Mail box; and (2) the call time for a cardholder to access its Fax Mail and to retrieve and transmit a facsimile message to a facsimile machine.
- (vii) For Pager/Telephone Notification, at the same rate set forth in Subsection (i) above, as measured from the time the Personal Office systems commences such notification to completion of such notification.

4.14 CTC LD

CTC LD Dedicated Outbound calls are billed in 6-second increments. All other calls are billed in 6-second increments after a 30-second minimum initial billing period.

4.14.1 CTC LD Switched Outbound
\$0.1840/minute

4.14.2 CTC LD Dedicated Outbound
\$0.1190/minute

4.14.3 CTC LD Switched Inbound
\$0.1840/minute

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SECTION 4 - RATES (Cont.)

DEC 29 2000

4.14 CTC LD (Cont.)

- 4.14.4 CTC LD Dedicated Inbound
\$0.1190/minute
- 4.14.5 CTC TeleClub Fee
A monthly, recurring service fee. \$5.00
- 4.14.6 Directory Assistance
Charge per Call: \$0.95
- 4.14.7 800 Features
- 4.14.7.1 Multi-Location Routing Features
Rate per feature per toll-free number:
Set-up fee: \$50.00
Monthly recurring fee: \$40.00
Change charge: \$50.00
- 4.14.7.2 Selected Coverage Blocking Features
Set-up fee: \$50.00
Monthly recurring fee: \$40.00
Change charge: \$50.00
- 4.14.8 Real Time ANI
Set-up fee per each toll-free number: \$150.00
- 4.14.10 Programmable 800
Monthly fee per each toll-free number: \$5.00
- 4.14.11 800 Directory Assistance
Monthly fee per each toll-free number: \$15.00
- 4.14.12 Accounting Features
Monthly fee per account with alpha account codes: \$2.50
Monthly fee per account with security codes: \$2.50
- 4.14.13 Billing Options
- 4.14.13.1 Specialized Call Detail Options
Set-up \$100.00
Monthly fee \$120.00
- 4.14.13.2 Weekly Billing
Set-up \$100.00
Monthly fee \$520.00
- 4.14.14 Monthly Minimum Usage Charge
Per (800) toll free number \$10.00

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Public Service Commission
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Public Service Commission

The CTC LD product has been grandfathered. Only current CTC LD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.14 CTC LD (Cont.)4.14.4 CTC LD Dedicated Inbound
\$0.1190/minute4.14.5 CTC TeleClub Fee
A monthly, recurring service fee. \$5.004.14.6 Directory Assistance
Charge per Call: \$0.954.14.7 800 Features4.14.7.1 Multi-Location Routing Features
Rate per feature per toll-free number:
Set-up fee: \$50.00
Monthly recurring fee: \$40.00
Change charge: \$50.004.14.7.2 Selected Coverage Blocking Features
Set-up fee: \$50.00
Monthly recurring fee: \$40.00
Change charge: \$50.004.14.8 Real Time ANI
Set-up fee per each toll-free number: \$150.004.14.10 Programmable 800
Monthly fee per each toll-free number: \$5.004.14.11 800 Directory Assistance
Monthly fee per each toll-free number: \$15.004.14.12 Accounting Features
Monthly fee per account with alpha account codes: \$2.50
Monthly fee per account with security codes: \$2.504.14.13 Billing Options4.14.13.1 Specialized Call Detail Options
Set-up \$100.00
Monthly fee \$120.004.14.13.2 Weekly Billing
Set-up \$100.00
Monthly fee \$520.004.14.14 Monthly Minimum Usage Charge

Per (800) toll free number \$10.00

Missouri Public
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SECTION 4 - RATES (Cont.)4.14 CTC LD (Cont.)4.14.4 CTC LD Dedicated Inbound
\$0.1190/minute4.14.5 CTC TeleClub Fee
A monthly, recurring service fee. \$5.004.14.6 Directory Assistance
Charge per Call: \$0.954.14.7 800 Features4.14.7.1 Multi-Location Routing Features
Rate per feature per toll-free number:
Set-up fee: \$50.00
Monthly recurring fee: \$40.00
Change charge: \$50.004.14.7.2 Selected Coverage Blocking Features
Set-up fee: \$50.00
Monthly recurring fee: \$40.00
Change charge: \$50.004.14.8 Real Time ANI
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Monthly fee per each toll-free number: \$5.004.14.11 800 Directory Assistance
Monthly fee per each toll-free number: \$15.004.14.12 Accounting Features
Monthly fee per account with alpha account codes: \$2.50
Monthly fee per account with security codes: \$2.504.14.13 Billing Options4.14.13.1 Specialized Call Detail Options
Set-up \$100.00
Monthly fee \$120.004.14.13.2 Weekly Billing
Set-up \$100.00
Monthly fee \$520.004.14.14 Monthly Minimum Usage Charge

Per (800) toll free number \$100.00

Missouri Public
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SECTION 4 - RATES (Cont.)4.14 CTC LD (Cont.)

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4.14.4 CTC LD Dedicated Inbound
\$0.1190/minute4.14.5 CTC TeleClub Fee
A monthly, recurring service fee. \$5.004.14.6 Directory Assistance
Charge per Call: \$0.954.14.7 800 Features4.14.7.1 Multi-Location Routing Features
Rate per feature per toll-free number:
Set-up fee: \$50.00
Monthly recurring fee: \$40.00
Change charge: \$50.004.14.7.2 Selected Coverage Blocking Features
Set-up fee: \$50.00
Monthly recurring fee: \$40.00
Change charge: \$50.004.14.8 Real Time ANI
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Monthly fee per each toll-free number: \$15.004.14.12 Accounting Features
Monthly fee per account with alpha account codes: \$2.50
Monthly fee per account with security codes: \$2.504.14.13 Billing Options4.14.13.1 Specialized Call Detail Options
Set-up \$100.00
Monthly fee \$120.004.14.13.2 Weekly Billing
Set-up \$100.00
Monthly fee \$520.004.14.14 Monthly Minimum Usage Charge

Per (800) toll free number \$10.00

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SECTION 4 - RATES (Cont.)

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RECEIVEDSECTION 4 - RATES (Cont.)

DEC 22 2000

4.15 United TelnetSwitched Outbound
\$.1600/minuteSwitched Toll Free (800/888)
\$.1600/minuteDedicated Outbound
\$.1000/minuteDedicated Toll Free (800/888)
\$.1000/minuteTravel CardPlan I* \$0.2805
Plan II* \$0.3165Monthly Minimum Usage Charge (MMUC)MMUC \$100.00
Per (800) toll free number \$10.00

Directory Assistance \$0.95

*Different Travel Card Plans apply dependent on the international rate plan chosen by the customer. Different international rate plans published in C&W USA's FCC tariff are favored by Customers based on their international calling patterns.

The United Telnet product has been grandfathered. Only current United Telnet Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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SECTION 4 - RATES (Cont.)4.15 United TelnetSwitched Outbound

\$.1600/minute

Switched Toll Free (800/888)

\$.1600/minute

Dedicated Outbound

\$.1000/minute

Dedicated Toll Free (800/888)

\$.1000/minute

Travel Card

Plan I* \$0.2805

Plan II* \$0.3165

Monthly Minimum Usage Charge (MMUC)

MMUC \$100.00

Per (800) toll free number \$10.00

Directory Assistance \$0.95

*Different Travel Card Plans apply dependent on the international rate plan chosen by the customer.
Different international rate plans published in C&W USA's FCC tariff are favored by Customers based on their international calling patterns.

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SECTION 4 - RATES (Cont.)4.15 United TelnetSwitched Outbound
\$.1600/minuteSwitched Toll Free (800/888)
\$.1600/minuteDedicated Outbound
\$.1000/minuteDedicated Toll Free (800/888)
\$.1000/minuteTravel CardPlan I* \$0.2805
Plan II* \$0.3165Monthly Minimum Usage Charge (MMUC)MMUC \$100.00
Per (800) toll free number \$100.00

Directory Assistance \$0.95

*Different Travel Card Plans apply dependent on the international rate plan chosen by the customer.
Different international rate plans published in C&W USA's FCC tariff are favored by Customers based
on their international calling patterns.

Missouri Public
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SECTION 4 - RATES (Cont.)

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4.15 United TelnetSwitched Outbound
\$.1600/minuteSwitched Toll Free (800/888)
\$.1600/minuteDedicated Outbound
\$.1000/minuteDedicated Toll Free (800/888)
\$.1000/minuteTravel CardPlan I* \$0.2805
Plan II* \$0.3165

CANCELLED

JUL 21 2000

By 177 21 47

Public Service Commission
MISSOURIMonthly Minimum Usage Charge (MMUC)MMUC \$10.00
Per (800) toll free number \$10.00

Directory Assistance \$0.95

*Different Travel Card Plans apply dependent on the international rate plan chosen by the customer.
Different international rate plans published in C&W USA's FCC tariff are favored by Customers based on their international calling patterns.

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REC'D AUG 14 2002

SECTION 4 - RATES (Cont.)

4.16 Partner BFI

Service Commission

Minimum monthly usage of \$100 applies. The usage may include all customer's partner BFI traffic, including international, interstate and intrastate. If the minimum usage volume requirement is not met, the Customer will be charged a \$25.00 fee for each month that \$100 volume requirement is not met.

A. <u>Switched Outbound</u>					
<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>	
All	\$1.1642	\$1.1609	\$1.1592	\$1.1560	
B. <u>Switched Toll Free</u>					
<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>	
All	\$1.1908	\$1.1869	\$1.1850	\$1.1812	
C. <u>Dedicated Outbound</u>					
<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>	
All	\$1.1212	\$1.1188	\$1.1176	\$1.1151	
D. <u>Dedicated Toll Free</u>					
<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>	
All	\$1.1212	\$1.1188	\$1.1176	\$1.1151	

F. Volume Discounts

Volume discounts set forth below are applied to a base or a reduced term plan rates when customers commit to a particular usage volume level. If the customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

<u>Total Monthly Usage Commitment */</u>	<u>Discount</u>
\$100	2%
\$1,000	4%
\$5,000	6%

*/ Usage includes all Partner BFI I usage plus Conference Calling usage (see Section 4.2.1 of this Tariff), as well as intrastate and international Partner BFI and Conference Calling usage.

Partner BFI has been grandfathered. Only current Partner BFI customers, subject to the terms and conditions of this plan are eligible to receive the discount.

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Service Commission

SECTION 4 - RATES (Cont.)

4.16 Partner BFI

REC'D JAN 18 2002

Minimum monthly usage of \$100 applies. The usage may include all customer's partner BFI traffic, including international, interstate and intrastate. If the minimum usage volume requirement is not met, the Customer will be charged a \$25.00 fee for each month that \$100 volume requirement is not met.

A. Switched Outbound					
<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>	
All	\$.1642	\$.1609	\$.1592	\$.1560	
B. Switched Toll Free					
<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>	
All	\$.1908	\$.1869	\$.1850	\$.1812	
C. Dedicated Outbound					
<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>	
All	\$.1212	\$.1188	\$.1176	\$.1151	
D. Dedicated Toll Free					
<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>	
All	\$.1212	\$.1188	\$.1176	\$.1151	

(D)

F. Volume Discounts

Volume discounts set forth below are applied to a base or a reduced term plan rates when customers commit to a particular usage volume level. If the customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

<u>Total Monthly Usage Commitment */</u>	<u>Discount</u>
\$100	2%
\$1,000	4%
\$5,000	6%

*/ Usage includes all Partner BFI I usage plus Conference Calling usage (see Section 4.2.1 of this Tariff), as well as intrastate and international Partner BFI and Conference Calling usage.

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SECTION 4 - RATES (Cont.)

4.16 Partner BFI

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Minimum monthly usage of \$100 applies. The usage may include all customer's partner BFI traffic, including international, interstate and intrastate. If the minimum usage volume requirement is not met, the Customer will be charged a \$25.00 fee for each month that \$100 volume requirement is not met.

A. Switched Outbound					
<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>	
All	\$0.1642	\$0.1609	\$0.1592	\$0.1560	
B. Switched Toll Free					
<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>	
All	\$0.1908	\$0.1869	\$0.1850	\$0.1812	
C. Dedicated Outbound					
<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>	
All	\$0.1212	\$0.1188	\$0.1176	\$0.1151	
D. Dedicated Toll Free					
<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>	
All	\$0.1212	\$0.1188	\$0.1176	\$0.1151	
E. Calling Card					
<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>	
All	\$0.2834	\$0.2777	\$0.2749	\$0.2692	

F. Volume Discounts

Volume discounts set forth below are applied to a base or a reduced term plan rates when customers commit to a particular usage volume level. If the customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

<u>Total Monthly Usage Commitment */</u>	<u>Discount</u>
\$100	2%
\$1,000	4%
\$5,000	6%

*/ Usage includes all Partner BFI I usage plus Conference Calling usage (see Section 4.2.1 of this Tariff), as well as intrastate and international Partner BFI and Conference Calling usage.

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SECTION 4 - RATES (Cont.)

Missouri Public
Service Commission4.16 Partner BFI

REC'D APR 27 1999

Minimum monthly usage of \$100 applies. The usage may include all customer's partner BFI traffic, including international, interstate and intrastate. If the minimum usage volume requirement is not met, the Customer will be charged a \$25.00 fee for each month that \$100 volume requirement is not met.

A. Switched Outbound

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$.1642	\$.1609	\$.1592	\$.1560

B. Switched Toll Free

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$.1908	\$.1869	\$.1850	\$.1812

C. Dedicated Outbound

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$.1212	\$.1188	\$.1176	\$.1151

D. Dedicated Toll Free

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$.1212	\$.1188	\$.1176	\$.1151

E. Calling Card

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
All	\$0.2834	\$0.2777	\$0.2749	\$0.2692

F. Volume Discounts

Volume discounts set forth below are applied to a base or a reduced term plan rates when customers commit to a particular usage volume level. If the customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

<u>Total Monthly Usage Commitment */</u>	<u>Discount</u>
\$100	2%
\$1,000	4%
\$5,000	6%

*/ Usage includes all Partner BFI I usage plus Conference Calling usage (see Section 4.2.1 of this Tariff), as well as intrastate and international Partner BFI and Conference Calling usage.

G. Directory Assistance

Charge per call: \$1.25

CANCELLED

OCT 15 2000

By *1st RPSO*
Public Service Commission
MISSOURI

Issued:
April 26, 1999

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:
May 27, 1999
Missouri Public
Service Commission

FILED MAY 27 1999

SECTION 4 - RATES (Cont.)

REC'D AUG 14 2002

4.17 Cable & Wireless Complete

Service Commission

Cable & Wireless Complete is billed in flat per minute rates not time-of-day or mileage sensitive. An Association Volume Discount applies as set forth below. Unless otherwise specifically referenced in this Tariff, Cable & Wireless Complete is excluded from all other discount programs.

4.17.1 Switched Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.1200

4.17.2 Dedicated Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.0950

4.17.3 Switched Inbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.1200

4.17.4 Dedicated Inbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.0950

4.17.6 Discounts

Associations - 5% Volume Discount

4.17.7 Fees

Minimum Billed Monthly Usage Charges*

Switched	Dedicated
\$50.00	\$1000

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Public Service Commission
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*If minimum is not met, the difference between billed usage and monthly minimum usage charge applies, and will be added to Customer's bill.

Cable & Wireless Complete has been grandfathered. Only current Complete customers, subject to the terms and conditions of this plan are eligible to receive the discount.

(N)

Missouri Public

Issued:
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By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:
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FILED SEP 13 2002

Service Commission

SECTION 4 - RATES (Cont.)

REC'D JAN 18 2002

4.17 Cable & Wireless Complete

Service Commission

Cable & Wireless Complete is billed in flat per minute rates not time-of-day or mileage sensitive. An Association Volume Discount applies as set forth below. Unless otherwise specifically referenced in this Tariff, Cable & Wireless Complete is excluded from all other discount programs.

4.17.1 Switched Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.1200

4.17.2 Dedicated Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.0950

4.17.3 Switched Inbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.1200

4.17.4 Dedicated Inbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.0950

4.17.6 Discounts

Associations - 5% Volume Discount

4.17.7 Fees

Minimum Billed Monthly Usage Charges*

Switched	Dedicated
\$50.00	\$1000

*If minimum is not met, the difference between billed usage and monthly minimum usage charge applies, and will be added to Customer's bill.

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4425 51
By Public Service Commission
Missouri

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Missouri Public

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Service Commission

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January 18, 2002By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182Effective:
February 17, 2002

Missouri Public
Service CommissionSECTION 4 - RATES (Cont.)

REC'D DEC 21 1999

4.17 Cable & Wireless Complete

Cable & Wireless Complete is billed in flat per minute rates not time-of-day or mileage sensitive. An Association Volume Discount applies as set forth below. Unless otherwise specifically referenced in this Tariff, Cable & Wireless Complete is excluded from all other discount programs.

4.17.1 Switched Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.1200

4.17.2 Dedicated Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.0950

CANCELLED

4.17.3 Switched Inbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.1200

FEB 17 2002

1, 3rd RPSI
Public Service Commission
MISSOURI4.17.4 Dedicated Inbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.0950

4.17.5 Travel - Per Minute Usage Charges

Mileage	Rate
All	\$0.3300

(I)

4.17.6 Discounts

Associations - 5% Volume Discount

4.17.7 Fees

Minimum Billed Monthly Usage Charges*

Switched	Dedicated
\$50.00	\$1000

*If minimum is not met, the difference between billed usage and monthly minimum usage charge applies, and will be added to Customer's bill.

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FILED JAN 21 2000

Issued:
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By:
LaRene Flack, Regulatory and Tariff Manager
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8219 Leesburg Pike
Vienna, Virginia 22182

Effective:
January 21, 2000

Missouri Public
Service CommissionSECTION 4 - RATES (Cont.)

OCT 20 1999

4.17 Cable & Wireless Complete

Cable & Wireless Complete is billed in flat per minute rates not time-of-day or mileage sensitive. An Association Volume Discount applies as set forth below. Unless otherwise specifically referenced in this Tariff, Cable & Wireless Complete is excluded from all other discount programs.

4.17.1 Switched Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.1200

4.17.2 Dedicated Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.0950

4.17.3 Switched Inbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.1200

4.17.4 Dedicated Inbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.0950

4.17.5 Travel - Per Minute Usage Charges

Mileage	Rate
All	\$0.3000

4.17.6 Discounts

Associations - 5% Volume Discount

CANCELLED4.17.7 Fees

Minimum Billed Monthly Usage Charges*

Switched	Dedicated
\$50.00	\$1000

JAN 21 2000
By [Signature]
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(R)

*If minimum is not met, the difference between billed usage and monthly minimum usage charge applies, and will be added to Customer's bill.

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NOV 24 1999

Issued:
October 25, 1999

By:
LaRene Flack, Regulatory and Tariff Manager
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8219 Leesburg Pike
Vienna, Virginia 22182

Effective:
November 24, 1999

SECTION 4 - RATES (Cont.)Missouri Public
Service Commission4.17 Cable & Wireless Complete

Cable & Wireless Complete is billed in flat per minute rates not time-of-day or mileage sensitive. An Association Volume Discount applies as set forth below. Unless otherwise specifically referenced in this Tariff, Cable & Wireless Complete is excluded from all other discount programs.

APR 27 1999

4.17.1 Switched Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.1200

4.17.2 Dedicated Outbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.0950

4.17.3 Switched Inbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.1200

4.17.4 Dedicated Inbound - Per Minute Usage Charges

Mileage	Rate
All	\$0.0950

4.17.5 Travel - Per Minute Usage Charges

Mileage	Rate
All	\$0.3000

CANCELLED

NOV 24 1999

4.17.6 Discounts

Associations - 5% Volume Discount

By ISRS#51
Public Service Commission
MISSOURI4.17.7 Fees

Minimum Billed Monthly Usage Charges*

Switched	Dedicated
\$50.00	\$1500

*If minimum is not met, the difference between billed usage and monthly minimum usage charge applies, and will be added to Customer's bill.

Issued:
April 26, 1999

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

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May 27, 1999

Missouri Public
Service Commission

MAY 27 1999

SECTION 4 - RATES (Cont.)

REC'D AUG 14 2002

4.17 Cable & Wireless Complete (Cont.)

Service Commission

4.17.8 Programmable 800

Monthly fee per each toll-free number: \$ 5.00

4.17.9 800 Directory Assistance*

Monthly fee per each toll-free number: \$ 15.00

4.17.10 Accounting Features

Monthly fee per account with alpha account codes: \$ 5.00

Monthly fee per account with security codes: \$ 10.00

4.17.11 Billing Options (Per Location)Specialized Call Detail OptionsSet-up -0-
Monthly fee \$25.00EBIS Electronic BillingOn-Line Set-up \$20.00
Disc Set-up \$25.00
Magnetic Tape \$100.00Weekly BillingSet-up -0-
Weekly fee \$85.004.17.12 Surcharges

Payphone \$.26/per call

976 Calls*

Customer calls to 976-XXXX telephone numbers

Charge Per Call

\$2.25

*Directory Assistance 976 calls conference calling are included in calculating Minimum Usage charges.

CANCELLED

JUN 4 2005

XD-05-401
Public Service Commission
MISSOURI

Cable & Wireless Complete has been grandfathered. Only current Complete customers, subject to the terms and conditions of this plan are eligible to receive the discount.

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Missouri Public

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August 14, 2002By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182Effective:
September 13, 2002

FILED SEP 13 2002

Service Commission

SECTION 4 - RATES (Cont.)4.17 Cable & Wireless Complete (Cont.)4.17.8 Programmable 800

Monthly fee per each toll-free number: \$ 5.00

4.17.9 800 Directory Assistance*

Monthly fee per each toll-free number: \$ 15.00

4.17.10 Accounting Features

Monthly fee per account with alpha account codes: \$ 5.00

Monthly fee per account with security codes: \$ 10.00

4.17.11 Billing Options (Per Location)Specialized Call Detail OptionsSet-up -0-
Monthly fee \$25.00EBIS Electronic BillingOn-Line Set-up \$20.00
Disc Set-up \$25.00
Magnetic Tape \$100.00Weekly BillingSet-up -0-
Weekly fee \$85.004.17.12 Surcharges

Payphone \$.26/per call

976 Calls*

Customer calls to 976-XXXX telephone numbers

Charge Per Call
\$2.25

*Directory Assistance 976 calls conference calling are included in calculating Minimum Usage charges.

CANCELLEDSEP 13 2007
By *2nd RS 52*
Public Service Commission
MISSOURI

(R)

WRITTEN NOTICE OF RATE DEC
AND ITS EFFECTIVE DATE FILED C.
5-19-99

(DATE)

PURSUANT TO SECTION 392.500 (1)
RSMO SUPP. *K185*
EFFECTIVE DATE OF RATE DECREASE
5-27-99

(DATE)

Issued:
May 20, 1999By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182Effective:
May 27, 1999

SECTION 4 - RATES (Cont.)~~Missouri Public
Service Commission~~4.17 Cable & Wireless Complete (Cont.)

APR 27 1999

4.17.8 Programmable 800

Monthly fee per each toll-free number: \$ 5.00

4.17.9 800 Directory Assistance*

Monthly fee per each toll-free number: \$ 15.00

4.17.10 Accounting Features

Monthly fee per account with alpha account codes: \$ 5.00

Monthly fee per account with security codes: \$ 10.00

4.17.11 Billing Options (Per Location)

Specialized Call Detail Options

Set-up -0-
Monthly fee \$25.00

EBIS Electronic Billing

On-Line Set-up \$20.00
Disc Set-up \$25.00
Magnetic Tape \$100.00

Weekly Billing

Set-up -0-
Weekly fee \$85.004.17.12 Surcharges

Payphone \$2.840/per call

976 Calls*

Customer calls to 976-XXXX telephone numbers

Charge Per Call
\$2.25charges.
*Directory Assistance 976 calls conference calling are included in calculating Minimum Usage

CANCELLED

MAY 27 1999
By *LSQSD-52*
Public Service Commission
MISSOURIIssued:
April 26, 1999By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:

May 27, 1999

~~Missouri Public
Service Commission~~

MAY 27 1999

SECTION 4 - RATES (Cont.)

REC'D AUG 14 2002

4.18 GIVN Intrastate Base Rates

Service Commission

GIVN intrastate usage is billed at a flat rate that is not time or distance sensitive. GIVN traffic is billed with an 18-second minimum, in 1-second increments thereafter. GIVN calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of GIVN usage may apply based upon customers monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts.

4.18.1 On to On Flat Rate
\$0.0797

4.18.2 On to Off Flat Rate
\$0.1181

4.18.3 Off to On Flat Rate
\$0.1421

4.18.4 Off to Off Rate All Traffic
\$0.2357

4.18.5 Volume Discount Schedule

<u>Monthly Volume</u>	<u>Term Commitment % Discount</u>		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0-24,999	0%	0%	0%
\$25,000-\$49,999	5%	7%	10%
\$50,000-\$99,999	10%	12%	15%
\$100,000+	15%	17%	20%

GIVN has been grandfathered. Only current GIVN customers, subject to the terms and conditions of this plan are eligible to receive the discount.

(N)

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JUN 4 2005

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Missouri Public

Issued:
August 14, 2002

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LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:
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FILED SEP 13 2002

Service Commission

SECTION 4 - RATES (Cont.)4.18 GIVN Intrastate Base Rates

GIVN intrastate usage is billed at a flat rate that is not time or distance sensitive. GIVN traffic is billed with an 18-second minimum, in 1-second increments thereafter. GIVN calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of GIVN usage may apply based upon customers monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts.

4.18.1 On to On Flat Rate
\$0.0797

4.18.2 On to Off Flat Rate
\$0.1181

4.18.3 Off to On Flat Rate
\$0.1421

4.18.4 Off to Off Rate All Traffic
\$0.2357

4.18.5 Volume Discount Schedule

<u>Monthly Volume</u>	<u>Term Commitment % Discount</u>		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0-24,999	0%	0%	0%
\$25,000-\$49,999	5%	7%	10%
\$50,000-\$99,999	10%	12%	15%
\$100,000+	15%	17%	20%

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SEP 13 2002
BY 2nd RS 53
Public Service Commission
MISSOURI

MISSOURI
Public Service Commission

(D)

(T)

FILED

OCT 15 2000

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Public Service CommissionSECTION 4 - RATES (Cont.)

Issued:
September 15, 2000

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:
October 15, 2000

SECTION 4 - RATES (Cont.)4.18 GIVN Intrastate Base Rates

APR 27 1999

GIVN intrastate usage is billed at a flat rate that is not time or distance sensitive. GIVN traffic is billed with an 18-second minimum, in 1-second increments thereafter. GIVN calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of GIVN usage may apply based upon customers monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts.

4.18.1 On to On Flat Rate

\$0.0797

4.18.2 On to Off Flat Rate

\$0.1181

4.18.3 Off to On Flat Rate

\$0.1421

4.18.4 Off to Off Rate All Traffic

\$0.2357

4.18.5 Directory AssistanceRate

\$1.25

4.18.6 Volume Discount ScheduleMonthly VolumeTerm Commitment % Discount

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0-24,999	0%	0%	0%
\$25,000-\$49,999	5%	7%	10%
\$50,000-\$99,999	10%	12%	15%
\$100,000+	15%	17%	20%

CANCELLED

OCT 15 2000

By 151R P53
Public Service Commission
MISSOURIIssued:
April 26, 1999By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182Effective:
May 27, 1999Missouri Public
Service Commission

MAY 27 1999

REC'D AUG 14 2002

SECTION 4 - RATES (Cont.)

Service Commission

4.18.7 GIVN Rate Plans

GIVN rate plans are designed primarily for new business customers. Toll Free and Conference Calling service are available in conjunction with Customer's GIVN service. The Customer's overall C&W voice usage will approximate the usage levels below. The discounts below apply to the Conference Calling rates that appear in Section 5.1 of this tariff. C&W Calling Card domestic usage receives the rate set forth below.

No other discounts apply under this option. Customer must bill a minimum of \$100 in total GIVN switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100 per location, a \$25 minimum monthly fee applies and will be added to customer's bill. GIVN dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of \$400 per location after discounts are applied. If the sum of customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below \$400, a \$50 minimum monthly fee applies and will be added to customer's bill

Usage Levels	Plan 1	Plan 2	Plan 3	Plan 4
	\$100,000	\$75,000	\$50,000	\$30,000
Switched Outbound	\$0.1000	\$0.1000	\$0.1000	\$0.1050
Switched Inbound/800	\$0.1000	\$0.1000	\$0.1000	\$0.1050
Dedicated Outbound	\$0.0725	\$0.0750	\$0.0775	\$0.0825
Dedicated Inbound/800	\$0.0725	\$0.0750	\$0.0775	\$0.0825
On to On Flat Rate	\$0.0275	\$0.0475	\$0.0525	\$0.0575
Discount				
Conference Calling	55%	50%	40%	30%

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JUN 4 2005

XD-OS-40!
Public Service Commission
MISSOURI

GIVN has been grandfathered. Only current GIVN customers, subject to the terms and conditions of this plan are eligible to receive the discount.

(N)

Premium Partner Long Distance (PPLD)

All calls are switched access, billed in six (6) second increments after a thirty (30) second minimum per call duration.

Average Monthly Volume	Switched Outbound	Switched Inbound/800
\$0-\$150.00	\$0.2690	\$0.3030
\$151.00-\$350.00	\$0.2290	\$0.2990
\$351.00-\$500.00	\$0.2100	\$0.2390
\$501.00-\$750.00	\$0.1690	\$0.2200
\$751.00-\$999.00	\$0.1630	\$0.1730
\$1,000.00+	\$0.1220	\$0.1220

PPLD has been grandfathered. Only current PPLD customers, subject to the terms and conditions of this plan are eligible to receive the discount.

(N)

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8219 Leesburg Pike
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Service Commission

REC'D JAN 18 2002

4.18.7 GIVN Rate Plans

Service Commission (D)

GIVN rate plans are designed primarily for new business customers. Toll Free and Conference Calling service are available in conjunction with Customer's GIVN service. The Customer's overall C&W voice usage will approximate the usage levels below. The discounts below apply to the Conference Calling rates that appear in Section 5.1 of this tariff. C&W Calling Card domestic usage receives the rate set forth below. No other discounts apply under this option. Customer must bill a minimum of \$100 in total GIVN switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100 per location, a \$25 minimum monthly fee applies and will be added to customer's bill. GIVN dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of \$400 per location after discounts are applied. If the sum of customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below \$400, a \$50 minimum monthly fee applies and will be added to customer's bill

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>	<u>Plan 4</u>
<u>Usage Levels</u>	\$100,000	\$75,000	\$50,000	\$30,000
<u>Switched Outbound</u>	\$0.1000	\$0.1000	\$0.1000	\$0.1050
<u>Switched Inbound/800</u>	\$0.1000	\$0.1000	\$0.1000	\$0.1050
<u>Dedicated Outbound</u>	\$0.0725	\$0.0750	\$0.0775	\$0.0825
<u>Dedicated Inbound/800</u>	\$0.0725	\$0.0750	\$0.0775	\$0.0825
<u>On to On Flat Rate</u>	\$0.0275	\$0.0475	\$0.0525	\$0.0575
<u>Discount</u>				
Conference Calling	55%	50%	40%	30%
Premium Partner Long Distance (PPLD)				

(D)

All calls are switched access, billed in six (6) second increments after a thirty (30) second minimum per call duration.

<u>Average Monthly Volume</u>	<u>Switched Outbound</u>	<u>Switched Inbound/800</u>
\$0-\$150.00	\$0.2690	\$0.3030
\$151.00-\$350.00	\$0.2290	\$0.2990
\$351.00-\$500.00	\$0.2100	\$0.2390
\$501.00-\$750.00	\$0.1690	\$0.2200
\$751.00-\$999.00	\$0.1630	\$0.1730
\$1,000.00+	\$0.1220	\$0.1220

CANCELLED

SEP 13 2002
13:30 PM
Public Service Commission
MISSOURI

Missouri Public

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Service Commission

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LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

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SECTION 4 - RATES (Cont.)

REC'D FEB 16 2000

4.18.7 GIVN Rate Plans

(N)

GIVN rate plans are designed primarily for new business customers. Calling Card, Toll Free and Conference Calling service are available in conjunction with Customer's GIVN service. The Customer's overall C&W voice usage will approximate the usage levels below. The discounts below apply to the Conference Calling rates that appear in Section 5.1 of this tariff. C&W Calling Card domestic usage receives the rate set forth below. No other discounts apply under this option. Customer must bill a minimum of \$100 in total GIVN switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100 per location, a \$25 minimum monthly fee applies and will be added to customer's bill. GIVN dedicated access customers and customers utilizing both switched and dedicated access service must bill a minimum of \$400 per location after discounts are applied. If the sum of customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below \$400, a \$50 minimum monthly fee applies and will be added to customer's bill

Usage Levels	Plan 1	Plan 2	Plan 3	Plan 4
	\$100,000	\$75,000	\$50,000	\$30,000
Switched Outbound	\$0.1000	\$0.1000	\$0.1000	\$0.1050
Switched Inbound/800	\$0.1000	\$0.1000	\$0.1000	\$0.1050
Dedicated Outbound	\$0.0725	\$0.0750	\$0.0775	\$0.0825
Dedicated Inbound/800	\$0.0725	\$0.0750	\$0.0775	\$0.0825
On to On Flat Rate	\$0.0275	\$0.0475	\$0.0525	\$0.0575
Calling Card	\$0.1300	\$0.1325	\$0.1350	\$0.1400
Discount				
Conference Calling	55%	50%	40%	30%

(N)

4.19 Premium Partner Long Distance (PPLD)

All calls are switched access, billed in six (6) second increments after a thirty (30) second minimum per call duration.

Average Monthly Volume	Switched Outbound	Switched Inbound/800
\$0-\$150.00	\$0.2690	\$0.3030
\$151.00-\$350.00	\$0.2290	\$0.2990
\$351.00-\$500.00	\$0.2100	\$0.2390
\$501.00-\$750.00	\$0.1690	\$0.2200
\$751.00-\$999.00	\$0.1630	\$0.1730
\$1,000.00+	\$0.1220	\$0.1220

CANCELLED

FEB 17 2002

200 R P 53.1
Public Service Commission
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Service Commission

FILED MAR 18 2000

Issued:

February 17, 2000

By:

LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:

March 18, 2000

SECTION 4 - RATES (Cont.)Missouri Public
Service Commission4.19 Premium Partner Long Distance (PPLD)

REC'D DEC 21 1999

All calls are switched access, billed in six (6) second increments after a thirty (30) second minimum per call duration.

<u>Average Monthly Volume</u>	<u>Switched Outbound</u>	<u>Switched Inbound/800</u>
\$0-\$150.00	\$0.2690	\$0.3030
\$151.00-\$350.00	\$0.2290	\$0.2990
\$351.00-\$500.00	\$0.2100	\$0.2390
\$501.00-\$750.00	\$0.1690	\$0.2200
\$751.00-\$999.00	\$0.1630	\$0.1730
\$1,000.00+	\$0.1220	\$0.1220

CANCELLED

MAR 18 2000

By *[Signature]*
Public Service Commission
MISSOURIMissouri Public
Service Commission*Everything on this page is new.*

FILED JAN 21 2000

Issued:
December 22, 1999By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182Effective:
January 21, 2000

REC'D AUG 14 2002

SECTION 5 - RATES - ADDITIONAL OPTIONS

5.1 Conference Calling

Service Commission

Meet Me - all conferences are given an access number for a prearranged conference call; each conferee is responsible for any toll charges for calls placed to the conference call access number; the conference initiator is responsible for charges listed below.

Per Conferee Per Minute \$.45

800 Meet Me - all conferees are given an 800 access number for a prearranged conference call; the conference initiator is responsible for charges listed below.

Per Conferee Per Minute \$.60

Operator Handled - conference operator will place calls to conferees prearranged with conference initiator; the conference initiator is responsible for charges listed below.

OnDemand Conference Calling

OnDemand is an audio conferencing capability designed to make conference calling accessible to users 24 hours a day without the need of a Conference Operator. Users and participants connect directly to the conference bridge by dialing a series of personal access numbers.

<u>Service type</u>	<u>Rates</u>
Dial-in	.2800
Toll-Free Dial-in	.3500

Per Conferee Per Minute \$.60

5.2 Directory Assistance

This Service is available to all C&W USA Customers.

Charge Per Call \$1.50

5.3 976 Surcharge

Calls by Customers to 976-XXXX telephone numbers are assessed a surcharge.

Charge Per Call \$2.25

5.4 800 Service Call Attempt Charge

The following charge applies if the Customer's volume of incomplete 800 calls exceeds 50% of all 800 call attempts.

Per incomplete call attempt \$.05

5.5 Payphone compensation surcharge

Unless stated otherwise in this Tariff, C&W USA will assess a non-discountable surcharge on all calls that are subject to payphone compensation, pursuant to applicable federal or state law or regulation. The surcharge specifically applies to all calls originating from payphones, made by C&W USA customers, including C&W USA 800 subscribers. Any C&W USA customer making a call from a payphone will be assessed the \$.35 surcharge. Any person dialing an 800 number subscribed by C&W USA, the \$.35 surcharge will be charged to the C&W USA subscriber of that 800 number. The surcharge will be assessed in addition to any other rates and fees.

Surcharge \$0.26 per call

Conference Calling has been grandfathered. Only current Conference Calling customers, subject to the terms and of this plan are eligible to receive the discount.

(N)

Issued:
August 14, 2002

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Missouri Public
Effective
September 13, 2002

FILED SEP 13 2002

Service Commission

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DEC 22 2000

SECTION 5 - RATES - ADDITIONAL OPTIONS5.1 Conference CallingMISSOURI
Public Service Commission

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Per Conferee Per Minute \$.45

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Per Conferee Per Minute \$.60

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Toll-Free Dial-in	.3500

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Surcharge \$0.26 per call

CANCELLED

SEP 13 2002
44 RS 54
MISSOURI
Public Service Commission(N)
|
(N)

FILED

Issued:
December 22, 2000

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective: JAN 21 2001
January 21, 2001

MISSOURI
Public Service Commission

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SEP 15 2000

SECTION 5 - RATES - ADDITIONAL OPTIONSMISSOURI
Public Service Commission5.1 Conference Calling

Meet Me - all conferences are given an access number for a prearranged conference call: each conferee is responsible for any toll charges for calls placed to the conference call access number; the conference initiator is responsible for charges listed below.

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Per Conferee Per Minute \$.60

Operator Handled - conference operator will place calls to conferees prearranged with conference initiator; the conference initiator is responsible for charges listed below.

Per Conferee Per Minute \$.60

CANCELLED

5.2 Directory Assistance

This Service is available to all C&W USA Customers.

Charge Per Call \$1.50

JAN 21 2001

312 R P 54

Public Service Commission
MISSOURI

(1)

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Per incomplete call attempt \$.05

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FILED

Surcharge \$0.26 per call

OCT 15 2000

MISSOURI
Public Service Commission

Issued:
September 15, 2000

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:
October 15, 2000

SECTION 5 - RATES - ADDITIONAL OPTIONS5.1 Conference Calling

Meet Me - all conferences are given an access number for a prearranged conference call; each conferee is responsible for any toll charges for calls placed to the conference call access number; the conference initiator is responsible for charges listed below.

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Per incomplete call attempt \$.05

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Surcharge \$0.26 per call

CANCELLED

OCT 15 2000

By 2nd R P54
Public Service Commission
MISSOURIWRITTEN NOTICE OF RATE DECREASE
AND ITS EFFECTIVE DATE FILED ON5-19-99
(DATE)PURSUANT TO SECTION 392.500 (1)
RSMO SUPP. 1995
EFFECTIVE DATE OF RATE DECREASE5-27-99
(DATE)Issued:
May 20, 1999By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182Effective:
May 27, 1999

(R)

SECTION 5 - RATES - ADDITIONAL OPTIONS

REC'D APR 27 1999

5.1 Conference Calling

Meet Me - all conferences are given an access number for a prearranged conference call; each conferee is responsible for any toll charges for calls placed to the conference call access number; the conference initiator is responsible for charges listed below.

Per Conferee Per Minute \$.45

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Per incomplete call attempt \$.05

5.5 Payphone compensation surcharge

Unless stated otherwise in this Tariff, C&W USA will assess a non-discountable surcharge on all calls that are subject to payphone compensation, pursuant to applicable federal or state law or regulation. The surcharge specifically applies to all calls originating from payphones, made by C&W USA customers, including C&W USA 800 subscribers. Any C&W USA customer making a call from a payphone will be assessed the \$.35 surcharge. Any person dialing an 800 number subscribed by C&W USA, the \$.35 surcharge will be charged to the C&W USA subscriber of that 800 number. The surcharge will be assessed in addition to any other rates and fees.

Surcharge \$0.2840 per call

CANCELLED

MAY 27 1999
By *LSRS #54*
Public Service Commission
MISSOURI

Issued:
April 26, 1999

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:
May 27, 1999
Missouri Public
Service Commission

FILED MAY 27 1999

SECTION 5 - RATES - ADDITIONAL OPTIONS (Cont.)5.5 Operator Services

HECD APR 27 1999

5.5.1 Per Minute

Operator Services are offered only to C&W USA's presubscribed Customers and not to transient end users at aggregate locations such as hotels or payphones.

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>First</u>	<u>Add'l</u>	<u>First</u>	<u>Add'l</u>	<u>First</u>	<u>Add'l</u>
0+	\$3500	\$3500	\$3500	\$3500	\$3500	\$3500

5.5.2 Surcharges5.5.2.1 Directory Assistance Rate

0+ Phone Card/Paid	\$1.40
0+ Third Party Verbal	\$1.40
0+ LEC Card	\$1.40
0- LEC Card	\$1.40

5.5.2.2 Station to Station

0+ Phone Card/Paid	\$2.45
0- Phone Card/Paid	\$3.60
0+ Collect	\$2.45
0- Collect	\$3.60
0+ Third Party	\$2.45
0- Third Party	\$3.60
0+ LEC Card	\$2.45
0- LEC Card	\$3.60

5.5.2.3 Person to Person

0+ Phone Card/Paid	\$4.90
0- Phone Card/Paid	\$4.90
0+ Collect	\$4.90
0- Collect	\$4.90
0+ Third Party	\$4.90
0- Third Party	\$4.90
0+ LEC Card	\$4.90
0- LEC Card	\$4.90

CANCELLED

JUN 4 2005

XD-05-461
Public Service Commission
MISSOURI

Issued:
April 26, 1999

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective
May 27, 1999
Missouri Public
Service Commission

ED MAY 27 1999

SECTION 5 - RATES - ADDITIONAL OPTIONS (Cont.)5.5 Operator Services

REC'D APR 27 1999

5.5.2.4 Additional Services

LEC Mechanized Domestic	\$1.45
LEC Mechanized Int'l	\$2.45
Busy Line Verify Phone Card/Paid \$6.50	
Busy Line Verify LEC/PTT	\$6.50
*Emergency Interrupt Phone Card/Paid	\$13.00
*Emergency Interrupt LEC/PTT	\$13.00
Casual Caller InterLATA	\$1.50
Casual Caller IntraLATA	\$1.50

*Emergency Interrupt services include Busy Line Verify surcharges.

5.5.3 Time Periods

Day	M-F	8am-5pm
Evening	Su-F	5pm-11pm
Night	Su-F	11pm-8am
	Sa	All Day
	Su	8am-5pm

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JUN 4 2005

XPD-OS-461
Public Service Commission
MISSOURIIssued:
April 26, 1999By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182Effective:
May 27, 1999 Missouri Public
Service Commission

ILED MAY 27 1999

REC'D AUG 31 2001

SECTION 5 - RATES - ADDITIONAL OPTIONS (Cont.)5.6 Expedite Charge

Charge applicable to expedited installation of dedicated access to Service,
upon Customer's request for such expedited Service.

Service Commission

\$250.00

5.7 Special Promotional Offerings

From time to time, C&W USA may provide certain special promotional offerings to its Customers.
These offerings may be limited to certain dates, times and locations subject to prior notification to
and approval by the Missouri Public Service Commission.

General

C&W USA will periodically make promotions available to its customers.

CANCELLED

JUN 4 2005

XDOS-461
Public Service Commission
MISSOURI

Missouri Public

FILED SEP 30 2001

Service Commission^(D)

Issued:

• August 31, 2001

By:

LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:

September 30, 2001

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SEP 15 2000

SECTION 5 - RATES - ADDITIONAL OPTIONS (Cont.)5.6 Expedite ChargeMISSOURI
Public Service Commission

Charge applicable to expedited installation of dedicated access to Service,
upon Customer's request for such expedited Service.

\$250.00

5.7 Special Promotional Offerings

From time to time, C&W USA may provide certain special promotional offerings to its
Customers. These offerings may be limited to certain dates, times and locations subject to prior
notification to and approval by the Missouri Public Service Commission.

General

C&W USA will periodically make promotions available to its customers.

Complete Plus

New customers who are contacted by C&W USA Telesales telemarketing representative between the dates of 9/9/00
and 6/1/01, and subscribe to Cable & Wireless Complete, are eligible to receive the discounted flat per minute usage
rates set forth below. In addition, Complete Plus promotion includes Global Calling card travel service. This
promotion is offered in conjunction with C&W USA Complete Plus promotion set forth in carrier's domestic Tariff
FCC No. 3. There are no set-up fees, minimum usage requirements or monthly recurring fees associated with this
promotion. Complete Plus is not available to customers currently presubscribed to C&W USA.

Usage RatesSwitched Outbound

\$0.1200

Switched Inbound

\$0.1200

Global Calling Card

\$0.1900

CANCELLED

SEP 30 2001

By: 3rd RP 57
Public Service Commission
MISSOURI

FILED

OCT 15 2000

MISSOURI
Public Service CommissionIssued:
September 15, 2000By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182Effective:
October 15, 2000

SECTION 5 - RATES - ADDITIONAL OPTIONS (Cont.)Missouri Public
Service Commission5.6 Expedite Charge

Charge applicable to expedited installation of dedicated access to Service,
upon Customer's request for such expedited Service.

REC'D MAY 19 2000

\$250.00

5.7 Special Promotional Offerings

From time to time, C&W USA may provide certain special promotional offerings to its
Customers. These offerings may be limited to certain dates, times and locations subject to prior
notification to and approval by the Missouri Public Service Commission.

General

C&W USA will periodically make promotions available to its customers.

(M)

(M)

CANCELLED

OCT 15 2000
By *2nd RP 57*
Public Service Commission
MISSOURI

Material that appeared on this page has been moved to Page 44.

Missouri Public
Service Commission

FILED JUN 30 2000

Issued:
May 19, 2000

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:

JUN 30 2000

SECTION 5 - RATES - ADDITIONAL OPTIONS (Cont.)5.6 Expedite Charge

REC'D APR 27 1999

Charge applicable to expedited installation of dedicated access to Service, upon Customer's request for such expedited Service.

\$250.00

5.7 Special Promotional Offerings

From time to time, C&W USA may provide certain special promotional offerings to its Customers. These offerings may be limited to certain dates, times and locations subject to prior notification to and approval by the Missouri Public Service Commission.

General

C&W USA will periodically make promotions available to its customers.

S.U.N.

Customers currently on S.U.N. service for interstate service, receive 15% off of BFB intrastate switched inbound and outbound rates, conference calling and travel card rates. In addition, S.U.N. customers who are currently enrolled in any of the following S.U.N. term plans for interstate service, will have term plan discounts applied to intrastate BFB charges as follows:

CANCELLED

JUN 30 2000

By: [Signature] 125157
Public Service Commission
MISSOURI

Issued:
April 26, 1999

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective: Missouri Public
Service Commission
May 27, 1999

FILED MAY 27 1999

Missouri Public
Service Commission

(M)

REC'D MAY 18 2000

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JUN 4 2005

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Public Service Commission
MISSOURI

(M)

Material that appeared on this page has been moved to Pages 44 & 44.1.

Missouri Public
Service Commission

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Issued:
May 19, 2000

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:

JUN 30 2000

SECTION 5 - RATES - ADDITIONAL OPTIONS (Cont.)Missouri Public
Service Commission5.7 Special Promotional Offerings (Cont.)

APR 27 1999

ONE YEAR TERM			
MONTHLY TOTAL USAGE COMMITMENT LEVELS	OUTBOUND/800 DISCOUNT (%)	CONFERENCE CALL DISCOUNT (%)	TRAVEL RATE DISCOUNT (%)
\$100	5.0	5.0	5.0
\$1,000	7.5	7.5	7.5
\$2,500	10.0	10.0	10.0
\$5,000	12.5	12.5	12.5
\$7,500	15.0	15.0	15.0
\$10,000	17.5	17.5	17.50
TWO YEAR TERM			
MONTHLY USAGE COMMITMENT LEVELS	OUTBOUND/800 DISCOUNT (%)	CONFERENCE CALL DISCOUNT (%)	TRAVEL RATE DISCOUNT (%)
\$100	7.5	7.5	7.5
\$1,000	10.0	10.0	10.0
\$2,500	12.5	12.5	12.5
\$5,000	15.0	15.0	15.0
\$7,500	17.5	17.5	17.5
\$10,000	20.0	20.0	20.0

S.U.N. Service (Cont.)

THREE YEAR TERM			
MONTHLY USAGE COMMITMENT LEVELS	OUTBOUND/800 DISCOUNT(%)	CONFERENCE CALL DISCOUNT (%)	TRAVEL RATE DISCOUNT (%)
\$100	10.0	10.0	10.0
\$1,000	15.0	15.0	15.0
\$2,500	17.5	17.5	17.5
\$5,000	20.0	20.0	20.0
\$7,500	22.5	22.5	22.5
\$10,000	25.0	25.0	25.0

CANCELLED

JUN 30 2000
By: [Signature] #58
Public Service Commission
MISSOURIIssued:
April 26, 1999By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182Effective:
May 27, 1999
Missouri Public
Service Commission

FILED MAY 27 1999

SECTION 5 - RATES - ADDITIONAL OPTIONS (Cont.)

5.7

Missouri Public (D)

RECD AUG 31 2001

Service Commission

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JUN 4 2005
XP-05-401
Public Service Commission
MISSOURI

Missouri Public

FILED SEP 30 2001

Service Commission

Issued:
August 31, 2001

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:
September 30, 2001

SECTION 5 - RATES - ADDITIONAL OPTIONS (Cont.)5.7 Special Promotional Offerings (Cont.)Missouri Public
Service Commission

REC'D MAY 19 2000

(M)

CANCELLED

SEP 30 2001

By 342259
Public Service Commission
MISSOURI

(M)

500 Free Minutes

New customers who sign up for C&W USA service in response to a C&W USA direct marketing campaign before March 31, 2000, and who bill under \$350 per month, are eligible to receive 500 free minutes of domestic intrastate US long distance service including inbound and outbound, switched or dedicated usage. Intrastate rates and minimum monthly usage charges are the same as those for Cable & Wireless Complete set forth in Section 4.17 of this tariff. Calling Card usage is excluded from this offer. The 500 free minutes will be awarded the customer during their 7th invoice for C&W voice service, and must be expended during the 7th invoice or the remaining minutes will be totally forfeited. This promotion is available only in conjunction with the 500 Free Minutes promotion set forth in Carrier's FCC Tariff No. 3.

Material that appeared on this page has been moved to Page 44.1.

Missouri Public
Service Commission

FILED JUN 30 2000

Issued:
May 19, 2000By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:

JUN 30 2000

SECTION 5 - RATES - ADDITIONAL OPTIONS (Cont.)Missouri Public
Service Commission5.7 Special Promotional Offerings (Cont.)

REC'D OCT 20 1999

Conditions:

Customers are required to sign an authorization form to accept or decline a term plan. All Intrastate, Interstate, International, Outbound 800, International 800, Calling Card, Passport and Conference Call usage contributes towards monthly commitment levels and receives discounts. The Customer has the first 90 days of the term period to meet commitment. If the Customer terminates the Service within the first 60 days of the term, C&W USA will charge the Customer for all term plan discounts provided through Service disconnect date. If total monthly billing is not equal to term plan commitment level, then for that month, the Customer will be charged the difference between actual usage and the term plan minimum. Term plans automatically renew for periods equal to the initial period unless C&W USA notifies the Customer in writing at least 60 days prior to expiration of the then current term, or unless the Customer notifies C&W USA in writing at least 30 days prior to expiration. Dedicated BFB traffic is not eligible for S.U.N. promotion. S.U.N. is not available with any other offers, promotions or discounts.

Eclipse Promotion

Customers currently enrolled in the Eclipse promotion for interstate service are eligible to receive the following discounts off the BFB intrastate calls:

Intrastate switched outbound and 800/888:	18.40%
Intrastate dedicated outbound and 800/888:	2.38%
Intrastate and international travel card calling	15.00%

CANCELLED

JUN 30 2000
By *2nd RS #59*
Public Service Commission
MISSOURIHorizon Promotion

Horizon is available to new customers, who enroll in C&W USA's Horizon promotion for interstate calling. Horizon is not available to customers currently presubscribed to C&W USA, except for Eclipse customers, who may request to migrate from the Eclipse promotion to Horizon. This promotion expires December 31, 1999.

(C)

Under Horizon promotion, the following discounts are available:

- ♦ 22.33% off BFB switched intrastate outbound and 800/888 calls.
- ♦ 18.34% off intrastate BFB Travel calls.
- ♦ 15% off intrastate Personal Office charges.

Missouri Public
Service Commission500 Free Minutes

FILED NOV 24 1999

New customers who sign up for C&W USA service in response to a C&W USA direct marketing campaign before March 31, 2000, and who bill under \$350 per month, are eligible to receive 500 free minutes of domestic intrastate US long distance service including inbound and outbound, switched or dedicated usage. Intrastate rates and minimum monthly usage charges are the same as those for Cable & Wireless Complete set forth in Section 4.17 of this tariff. Calling Card usage is excluded from this offer. The 500 free minutes will be awarded the customer during their 7th invoice for C&W voice service, and must be expended during the 7th invoice or the remaining minutes will be totally forfeited. This promotion is available only in conjunction with the 500 Free Minutes promotion set forth in Carrier's FCC Tariff No. 3.

(N)

(N)

Issued:
October 25, 1999

By:
LaRene Flack, Regulatory and Tariff Manager
Cable & Wireless USA, Inc.
8219 Leesburg Pike
Vienna, Virginia 22182

Effective:
November 24, 1999

SECTION 5 - RATES - ADDITIONAL OPTIONS (Cont.)Missouri Public
Service Commission5.7 Special Promotional Offerings (Cont.)

REC'D APR 27 1999

Conditions:

Customers are required to sign an authorization form to accept or decline a term plan. All Intrastate, Interstate, International, Outbound 800, International 800, Calling Card, Passport and Conference Call usage contributes towards monthly commitment levels and receives discounts. The Customer has the first 90 days of the term period to meet commitment. If the Customer terminates the Service within the first 60 days of the term, C&W USA will charge the Customer for all term plan discounts provided through Service disconnect date. If total monthly billing is not equal to term plan commitment level, then for that month, the Customer will be charged the difference between actual usage and the term plan minimum. Term plans automatically renew for periods equal to the initial period unless C&W USA notifies the Customer in writing at least 60 days prior to expiration of the then current term, or unless the Customer notifies C&W USA in writing at least 30 days prior to expiration. Dedicated BFB traffic is not eligible for S.U.N. promotion. S.U.N. is not available with any other offers, promotions or discounts.

Eclipse Promotion

Customers currently enrolled in the Eclipse promotion for interstate service are eligible to receive the following discounts off the BFB intrastate calls:

Intrastate switched outbound and 800/888:	18.40%
Intrastate dedicated outbound and 800/888:	2.38%
Intrastate and international travel card calling	15.00%

Horizon Promotion

Horizon is available to new customers, who enroll in C&W USA's Horizon promotion for interstate calling. Horizon is not available to customers currently presubscribed to C&W USA, except for Eclipse customers, who may request to migrate from the Eclipse promotion to Horizon. This promotion expires September 30, 1999.

Under Horizon promotion, the following discounts are available:

- ♦ 22.33% off BFB switched intrastate outbound and 800/888 calls.
- ♦ 18.34% off intrastate BFB Travel calls.
- ♦ 15% off intrastate Personal Office charges.

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Missouri Public
Service Commission

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SECTION 5 - RATES - ADDITIONAL OPTIONS (Cont.)

Missouri Public

5.7

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Service Commission

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SECTION 5 - RATES - ADDITIONAL OPTIONS (Cont.)5.7 Special Promotional Offerings (Cont.)1000 Free Minutes

New customers who sign up for C&W USA service in response to a C&W USA direct marketing campaign before March 31, 2000, and who bill between \$350 - \$750 per month, are eligible to receive 1000 free minutes of domestic intrastate US long distance service including inbound and outbound, switched or dedicated usage. Intrastate rates and monthly minimum usage charges are the same as those for Cable & Wireless Complete, set forth in Section 4.17 of this tariff. Calling Card usage is excluded from this offer. The 1000 free minutes will be awarded the customer during their 7th invoice for C&W voice service, and must be expended during the 7th invoice or the remaining minutes will be totally forfeited. This promotion is available only in conjunction with the 1000 Free Minutes promotion set forth in Carrier's FCC Tariff No. 3.

2000 Free Minutes

New customers who sign up for C&W USA service in response to a C&W USA direct marketing campaign before March 31, 2000 and who bill over \$750 per month, are eligible to receive 2000 free minutes of domestic US long distance intrastate service including inbound and outbound, switched or dedicated. Calling Card usage is excluded from this offer. Intrastate rates and minimum monthly usage charges are the same as those for Cable & Wireless Complete, set forth in Section 4.17 of this tariff. The 2000 free minutes will be awarded the customer during their 7th invoice for C&W voice service, and must be expended during the 7th invoice or the remaining minutes will be totally forfeited. This promotion is available only in conjunction with the 2000 Free Minutes promotion set forth in Carrier's FCC Tariff No. 3.

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SECTION A – GLOBAL MARKETS

This product is marketed to businesses and other telecommunication carriers.

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Missouri Public
Service CommissionSECTION A - GLOBAL MARKETS (Cont.)2. DEFINITIONS

REC'D MAY 19 2000

Certain terms used generally throughout this Tariff are defined below. The terms defined in this Tariff include the plural as well as the singular. Unless otherwise expressly stated, the words "herein," "hereof," "hereunder" and other similar words refer to this Tariff as a whole and not to any particular subsection. The words "include" and "including" shall not be construed as terms of limitation.

Access Circuit: A digital or analog Communications Channel between a Hub and a point on the Network side of Company Equipment.

Authorized User: A person, firm, corporation or any other entity approved by the Customer and the Company to use the Service furnished to the Customer.

Availability: The ability of a Connection to transmit and receive the Customer's voice, data and other electronic signals between the Network Termination Points at the ordered bit rate and level of Transmission Quality.

Bandwidth: The level of channelized capacity (in Kilobits per second) provided by a Connection.

Bit: The smallest unit in a binary system of information transfer.

Bit-Error Ratio: The number of errors in the transmission of Bits over a given period of time.

Breach: An uncured Event of Default.

Charges: The rates and charges, including but not limited to Usage Charges, Monthly Charges, Special Construction Charges and Termination Charges, assessed the Customer in accordance with this Tariff.

Commission: Missouri Public Service Commission

Communications Channel: A path for the transmission of communications between two or more points.

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SECTION A - GLOBAL MARKETS (Cont.)**Missouri Public
Service Commission****2. DEFINITIONS (Cont'd)****REC'D MAY 19 2000**

Company: Cable & Wireless Global Markets.

Company Equipment: Any telecommunications equipment owned or leased by the Company and that forms part of the Network, including any such Company Equipment situated at any Location, but excluding Customer Premises Equipment. Company Equipment also includes Company Facilities.

Company Facilities: Facilities, equipment, software or wiring supplied by or on behalf of the Company for the purpose of furnishing Service. Company Facilities do not include the facilities, equipment, software or wiring supplied by Other Facilities Suppliers.

Connection: A Communications Channel between Network Termination Points selected by the Customer over which voice, data and other electronic signals can be transmitted by the Customer or User.

Continental United States: The contiguous forty-eight (48) states.

Customer: A person, firm, corporation or any other entity that orders Service and is responsible for the payment of Charges and compliance with the Company's regulations. A person, firm, corporation or any other entity that reasonably appears to be acting with the Customer's authority shall be deemed to be acting on behalf of the Customer.

Customer Premises: The Customer's or User's place(s) of business, residence or other location for the origination or termination of Service.

Customer-Premises Equipment ("CPE"): Equipment owned or leased by the Customer or Authorized User at a Location and connected to the Network on the Customer's or Authorized User's side of a Network Termination Point. CPE also includes Customer-Provided Equipment.

Customer-Provided Equipment: Facilities, equipment, software or wiring supplied by the Customer or User in connection with Service.

Demarcation Point: The point at which the Company Facilities are interconnected with Customer-Provided Equipment.

Direct Access Line: A dedicated physical telecommunications link between the customer equipment and the Company's POP.

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SECTION A - GLOBAL MARKETS (Cont.)2. DEFINITIONS (Cont'd)Missouri Public
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REC'D MAY 19 2000

Dollars: United States Dollars.Effective Date: Date that Customer accepts service.Entity: Any corporation, public limited company, limited company, partnership, trust or other legal entity.Event of Default: Any material act or omission that, if not cured within the applicable time period, constitutes a failure to fulfill an obligation under a Service Order.FCC: Federal Communications Commission.Force Majeure Conditions: Causes beyond Company's control, including acts of God; acts of public enemy; acts of any country, state, political subdivision; fires; floods; riots; civil disorder and strikes.Hub: A site on the Network connected to a Point of Presence and that receives telecommunications from a Location and routes it through the Network to one or more other Locations.Intellectual Property: Patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, inventions, copyrights and copyright rights, processes, formulae, logos, trade secrets, industrial models, customer lists, designs, methodologies, computer programs (including all source codes) and related documentation, technical information, manufacturing, engineering and technical drawings, know-how and all pending applications for and registrations of patents, trademarks, service marks and copyrights.

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SECTION A - GLOBAL MARKETS (Cont.)

REC'D MAY 19 2000

2. DEFINITIONS (Cont'd)

Location: The premises owned or occupied by the Customer (or any Authorized User) that forms one end of a Location-Pair and at which a Network Termination Point is located.

Location-Pair: Two (2) Locations specified by the Customer between which the Company provides a Connection.

Minimum Annual Commitment: The minimum annual amount a Customer must spend for a specified period.

Minimum Service Period: The minimum period that a Customer may subscribe to Service.

Monthly Charge: A flat charge assessed the Customer each month for the use of the Company's Service.

Network: Collectively, Company Facilities and Company Equipment.

Network Interface Specifications: The specifications relating to the interface between the Network and any Customer-Premises Equipment attached to the Network.

Network Termination Point: A point representing the physical and management boundary between the Network and Customer Premises Equipment. The Network Termination Point is on the Network side of the Customer Premises Equipment.

Operational Service Date: The date when any Service, or any part of it, is first made available to the Customer by the Company or the date when the Customer first starts to use such Service (or any part of it), whichever date is the earlier.

Other Facilities Supplier: An entity other than the Company that provides facilities or services in connection with the Service furnished by the Company under this Tariff and not as a part of a joint undertaking with the Company to furnish Service under this Tariff.

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SECTION A - GLOBAL MARKETS (Cont.)

REC'D MAY 19 2000

2. DEFINITIONS (Cont'd)

Performance Credit: A credit issued by the Company to the Customer in accordance with Section 3.3.4 of this Tariff.

Point of Presence (POP): A physical location at which a local access channel, the public switched telephone network, or other Communications Channel interconnects with Company Facilities for the origination or termination of communications.

Scheduled Service Date: The date upon which Service is scheduled to commence.

Service: The telecommunications service or services offered by the Company under this Tariff.

Service Agreement: An Agreement between a Customer and the Company containing descriptive information describing the Service the Company agrees to furnish to the Customer.

Service Interruption: An interruption of service begins when the Company becomes aware of the interruption and ends when it attempts to notify the Customer that Service has been restored or the Customer fails to cooperate with the Company so as not to allow the Company to restore Services as quickly as possible. Interruptions due to normal maintenance shall not constitute a Service Interruption.

Special Network Arrangement: A particular configuration of services and associated rates and regulations designed to meet Customer telecommunications needs.

Service Order: An order for service as described in Section 3.2.1 of this Tariff.

Service Term: The period that the Customer subscribes to Service. The Service Term may be longer than the Minimum Service Period.

Special Construction: Installation, procurement or deployment of facilities at the Customer's request not normally used by the Company to provide Service.

Tariffs: The Company's Tariff No. 1 and other tariffs on file with this Commission.

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SECTION A - GLOBAL MARKETS (Cont.)Missouri Public
Service Commission2. DEFINITIONS (Cont'd)

REC'D MAY 19 2000

Termination Charges: The charges specified in Section 3.3.3 of this Tariff.

Transmission Quality: Digital transmission with not more than 1 errored bit in 1,000,000 bits of digital data as measured by a fifteen minute intrusive bit error rate tester (BERT).

United States: The forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, and the U.S. Virgin Islands.

Usage Charge: A charge assessed the Customer for the use of the Company's Service. Usage Charges are assessed as specified in Sections 5 and 6 of this Tariff.

Year of Service: The period of twelve (12) months commencing on the Effective Date and, thereafter, each successive period of twelve (12) months from such date.

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SECTION A - GLOBAL MARKETS (Cont.)3. REGULATIONSMissouri Public
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3.1. Undertaking of the Company3.1.1. Scope

- (A) The Company undertakes to provide Service between the one or more points described herein in the State of Missouri, in accordance with this Tariff.
- (B) The Company shall maintain sole and absolute discretion over the routing of Service furnished under this Tariff. In the event that the Company is required to make special arrangements to meet the requirements of the Customer, the applicable charges for Special Construction will be assessed in accordance with the applicable provisions of Section 3.2.2 of this Tariff.
- (C) The rates and regulations contained in this Tariff apply only to the interexchange services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities or services provided by a local exchange telephone company or other Common Carrier for use in accessing the services of the Company.

3.1.2. Availability of Service

- (A) Service is available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of facilities and subject to transmission, atmospheric, topographical and like conditions. The Company may limit or interrupt the use of Service because of (i) the lack of transmission medium capacity, (ii) the need to perform maintenance, modifications, upgrades, relocations, testing or other similar activities necessary for the provision of Service, or (iii) any cause beyond its control.
- (B) The use and restoration of Service during emergency conditions shall be in accordance with Part 64, Subpart D, Appendix A, of the FCC rules and regulations, 47 C.F.R. Part 64 (1997), which specifies the priority system for services.
- (C) The Company reserves the right, when necessary, to arrange for Service to be furnished through the facilities of Other Facilities Suppliers or other entities or through the use of agents or subcontractors.

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SECTION A - GLOBAL MARKETS (Cont.)Missouri Public
Service Commission3. REGULATIONS (Cont'd)

REC'D MAY 19 2000

3.1. Undertaking of the Company (Cont'd)3.1.3. Liability of the Company

- (A) Except as stated in this Section 3.1.3, the Company shall not be liable for damages of any kind, including without limitation consequential, special or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this Tariff. This Tariff does not limit the liability of the Company for willful misconduct, if established as a result of judicial or administrative proceedings.
- (B) THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, CONCERNING THE COMPANY'S FACILITIES, EQUIPMENT, SOFTWARE OR SERVICE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT AUTHORIZE ANYONE, WHETHER A COMPANY EMPLOYEE, AGENT, SUB-CONTRACTOR, OR OTHERWISE, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND THE CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT.

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SECTION A - GLOBAL MARKETS (Cont.)Missouri Public
Service Commission3. REGULATIONS (Cont'd)

REC'D MAY 19 2000

3.1. Undertaking of the Company (Cont'd)3.1.3. Liability of the Company (Cont'd)

(C) NEITHER THE COMPANY NOR ANY OF ITS MANUFACTURERS, SUBCONTRACTORS OR SUPPLIERS WILL BE LIABLE TO THE CUSTOMER FOR LOST REVENUES, LOST PROFITS, LOST DATA, OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGE OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE CUSTOMER'S OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE EQUIPMENT, SERVICES OR SOFTWARE EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR FOR COMMERCIAL LOSS OF ANY KIND, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS, NOR SHALL ANY RECOVERY AGAINST THE COMPANY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) BE GREATER IN AMOUNT THAN THE CHARGES PAID BY THE CUSTOMER TO THE COMPANY UNDER THIS TARIFF. THE CUSTOMER ASSUMES ALL RISKS AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY OF THE CUSTOMER OR OTHERS ARISING OUT OF USE OR POSSESSION OF THE EQUIPMENT, SERVICES AND SOFTWARE PROVIDED UNDER THIS TARIFF.

(D) The liability of the Company for damages arising out of mistakes, interruptions, omissions, delays, errors or defects occurring in the course of furnishing Service under this Tariff, and not caused by the failure or negligence of the Customer or Customer-Provided Equipment or service, shall in no event exceed the amount set forth in Section 3.3.4. No other liability in any event shall attach to the Company.

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SECTION A - GLOBAL MARKETS (Cont.)3. REGULATIONS (Cont'd)Missouri Public
Service Commission3.1. Undertaking of the Company (Cont'd)

REC'D MAY 19 2000

3.1.3. Liability of the Company (Cont'd)

- (E) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to any acts of God, fire, lightning, explosion, flood, extreme weather conditions or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; any national emergencies, insurrections, riots or wars; or any labor difficulties.
- (F) The Company shall not be liable for any act or omission of Other Facilities Suppliers or any other entity furnishing Customer-Provided Equipment or service used in connection with the Service furnished in this Tariff; nor shall the Company be obligated to meet any service levels in its tariffs if the Customer connects Other Facilities Suppliers' services with the Company's services or facilities; nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or User or due to the failure of Customer-Provided Equipment.
- (G) The Company shall not be liable for any damages, including Usage Charges, the Customer may incur as a result of the unauthorized use or misuse of the Service or Company Facilities, or Customer-Provided Equipment or services. Unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of Service or Customer Provided Equipment or services by the Customer's employees, third parties, or the public. The Company does not warrant or guarantee that it can prevent unauthorized use or misuse, and the Customer is responsible for controlling access to, and use of, the Service and its own equipment, facilities or services.

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SECTION A - GLOBAL MARKETS (Cont.)**Missouri Public
Service Commission****3. REGULATIONS (Cont'd)**

REC'D MAY 19 2000

3.1. Undertaking of the Company (Cont'd)**3.1.3. Liability of the Company (Cont'd)**

- (H) The Company shall not be liable for damages for any accident or injury occasioned by the use of Customer-Provided Equipment or for any defacement or damage to Customer Premises or Customer-Provided Equipment resulting from the installation and existence of Customer-Provided Equipment.
- (I) The Company shall not be liable for the interception or breach in privacy or security of any Service or communications provided under this Tariff.
- (J) The Company shall not be liable for:
 - (i) Libel, slander, or infringement of copyright arising from or in connection with the transmission of communications by means of the Service provided by the Company;
 - (ii) Infringement of patents or trade secrets arising from the combination, connection, or use of the Service with Customer-Provided Equipment, facilities or services;
 - (iii) Any act or omission of the Customer, User or any Other Facilities Supplier;
 - (iv) Changes in any of Company Facilities, Service, operations or procedures that render any equipment, facilities or services provided by the Customer or User obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance; or
 - (v) Any claim arising out of an act or omission of the Customer or User pertaining to the encryption of data to be transmitted via the Service.

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SECTION A - GLOBAL MARKETS (Cont.)**3. REGULATIONS** (Cont'd)Missouri Public
Service Commission

REC'D MAY 19 2000

3.1. Undertaking of the Company (Cont'd)**3.1.3. Liability of the Company** (Cont'd)

- (K) In no event shall Company be liable for any delay or other failure to perform hereunder that is due to Force Majeure Conditions.
- (L) Customer shall have the obligation to mitigate any damages that it incurs.
- (M) Each provision of this Tariff limiting or excluding liability operates separately and survives independently of the others.

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SECTION A - GLOBAL MARKETS (Cont.)**Missouri Public
Service Commission****3. REGULATIONS (Cont'd)****REC'D MAY 19 2000****3.2. Obligations of the Customer****3.2.1. Service Ordering**

- (A) A Customer shall provide the Company with a written Service Order specifying the date on which Service is requested to commence, the Service points, the duration of Service, the type and transmission speed of facilities required, and any special arrangements requested. Such Service Order also shall contain, at a minimum, the following information (i) name; (ii) address; and (iii) telephone number.
- (B) A request to reconfigure or add a Communications Channel, or otherwise order new Services or vary any of the Services or to vary any part of the Services, will be treated as a new order for Service, subject to a Minimum Service Period. A request to rearrange a Communications Channel may be subject to Termination Charges set forth in Section 3.3.3(C). Requests to renew a Service for an additional Service Term must be received by the Company at least 7 days before the end of the Service Term to avoid any charges.
- (C) After receipt of an initial Service Order, the Company will indicate its acceptance by signing that Service Order and providing to the Customer a Scheduled Service Date, which will be an estimate as to when the Service will commence. The Customer shall notify the Company, in writing within 10 days of the Company's acceptance, whether the Company should process the Service Order. The Service shall commence on its Operational Service Date.
- (D) An application for Service may be changed or cancelled prior to the Scheduled Service Date by the Customer upon written notice to the Company, provided the Customer pays all costs, including any costs assessed by Other Facilities Suppliers, incurred by Company in accommodating any change or cancellation.

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SECTION A - GLOBAL MARKETS (Cont.)3. REGULATIONS (Cont'd)Missouri Public
Service Commission3.2. Obligations of the Customer (Cont'd)

REC'D MAY 19 2000

3.2.1. Service Ordering (Cont'd)

- (E) In the event the Operational Service Date does not occur on or before the thirtieth (30th) day following the Scheduled Service Date, or the Company notifies the Customer that Service will not be furnished, the following shall apply:
- (i) If the delay is due to any act or omission of the Customer or User, the Customer may cancel the application for Service and shall pay all costs incurred by the Company in preparing to furnish Service.
 - (ii) If the delay is due to any cause other than those specified in Section 3.2.1(E)(i), the Customer may cancel the application for Service and no cancellation charges shall apply.
 - (iii) As an alternative to termination, the Customer may request and the Company shall provide a new Scheduled Service Date.
- (F) As provided in Section 3.2.1(B) of this Tariff, if the Customer wishes to order new Services or to vary any of the Services or to vary any part of any Service, it shall notify the Company in writing, detailing the proposed change and the reason for it, as provided in this Subsection. Within a reasonable time, not exceeding thirty (30) working days of receipt of a proposal under this Subsection, the Company shall respond by notifying the Customer in writing whether such proposal is feasible, together with the resulting financial, contractual, technical and other effects. The Customer shall notify the Company in writing, within 10 days of receipt of the Company's response, whether or not the Company is to proceed and make the change. A proposed change shall be effective upon the written authorization of both the Customer and the Company.
- (G) The Customer shall provide information on a continuing basis as required by the Company to prepare, install, furnish and maintain Service.

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SECTION A - GLOBAL MARKETS (Cont.)3. REGULATIONS (Cont'd)Missouri Public
Service Commission3.2. Obligations of the Customer (Cont'd)

REC'D MAY 19 2000

3.2.2. Charges for Special Construction and Overtime

- (A) The Charges for Service requiring Special Construction by the Company will be developed on a case-by-case basis. The Company may require the Customer to pay in advance the Charges for Special Construction as set forth in Section 3.2.4 of this Tariff. The Company shall be responsible for preparing and filing any necessary special construction tariffs or tariff revisions for this purpose. The Customer is responsible for obtaining all necessary permits or concessions.
- (B) Charges for Special Construction will be based on such elements as cost of equipment and materials, cost of installation, engineering, labor, supervision, general and administrative expense, overhead, interest during construction, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the provision of Special Construction. The Company shall notify the Customer of the estimate of such Charges, and the Customer shall notify the Company in writing within 10 days thereafter whether to proceed with the proposed Special Construction.
- (C) The Charges set forth in Section 5 of this Tariff are based upon the costs of activities performed during the Company's normal working hours. The Company will assess additional charges calculated to recover any direct out-of-pocket costs (e.g., labor and third party payments) incurred by the Company when, at the request of the Customer, installation of or modification to Service occurs outside the Company's normal working hours.

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SECTION A - GLOBAL MARKETS (Cont.)**3. REGULATIONS (Cont'd)**Missouri Public
Service Commission**3.2. Obligations of the Customer (Cont'd)**

REC'D MAY 19 2000

3.2.3. Payment for Service

- (A) The Customer is responsible for payment of all Charges for Service furnished by the Company to the Customer. Charges for each Service shall commence on its Operational Service Date. Charges, including but not limited to Special Construction Charges, Monthly Charges and Usage Charges, shall be paid within 30 days of the date of the Company invoice (the "Due Date"). Usage Charges shall be assessed in arrears. Monthly Charges will be assessed in advance. Invoices will be submitted monthly, quarterly, or annually in advance, as specified by the Customer.
- (B) The Company shall send invoices to the Customer at the address specified in the Service Order. The Customer shall provide the Company 30 days' advance notice in writing of any change in the invoice address. The Company will implement the change as soon as reasonably practicable. The Customer's responsibility for timely payment of all Charges is not changed due to the Customer's failure to receive an invoice.
- (C) The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that unauthorized use or misuse occurred over the Service. The Customer shall indemnify and hold harmless the Company against all costs, expenses, claims or actions arising from unauthorized use or misuse of any nature of the Service.
- (D) A Customer that does not pay any item on an invoice that is not subject to a bona fide dispute shall be assessed interest on the unpaid amount at the lesser of (i) prime plus three percent (3%) or (ii) the highest rate of interest allowed by the laws of the State of Missouri.
- (E) The Customer shall pay all imposed duties and sales, use, transfer, value-added service, gross receipts, excise and similar taxes that (i) are lawfully levied on the Company by a duly constituted taxing authority against or upon the Services or (ii) the Company is required by law to levy or withhold with respect to such Services.

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SECTION A - GLOBAL MARKETS (Cont.)3. REGULATIONS (Cont'd)Missouri Public
Service Commission3.2. Obligations of the Customer (Cont'd)

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3.2.3. Payment for Service (Cont'd)

- (F) If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the defendant Customer shall pay the reasonable counsel fees and costs of the Company in prosecuting such proceedings and appeals therefrom.
- (G) Federal, state and local sales, use, excise and other taxes, as well as government assessed fees and surcharges, where applicable, shall be added to the Charges contained herein, unless the Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.
- (H) The amounts resulting from taxes, fees, or exactions imposed against the Company, its property, or its operations, excepting only taxes imposed generally on corporations, shall be billed to its customers pro rata by the Company when applicable.

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SECTION A - GLOBAL MARKETS (Cont.)**3. REGULATIONS (Cont'd)****Missouri Public
Service Commission****3.2. Obligations of the Customer (Cont'd)****REC'D MAY 19 2000****3.2.4. Advance Payments and Deposits**

- (A) The Customer may be required to provide suitable security, including but not limited to a deposit, bank letter of credit, or advance payment, to be held by the Company as a guaranty of the payment of Charges. Such security may be applied at any time, at the option of the Company, in payment of any unpaid Charges for Service furnished to the Customer or in payment of applicable Termination Charges. Such a deposit will not exceed an amount equal to an aggregate of three (3) months' recurring and nonrecurring charges for all Services and Company Facilities to be provided to Customer plus, where special construction is necessary in order to install the Services and/or Company Facilities, an amount equal to the estimated aggregate nonrecurring charges (if any) for such construction, whenever incurred. The Company shall refund deposits to Customers in accordance with Section 3.2.4(C).
- (B) When a Service Order is canceled, at the Customer's request, prior to the commencement of Service, the deposit will be applied to all applicable Charges.
- (C) The Company, upon the termination of Service, will refund within sixty (60) days the Customer's deposit, or the balance in excess of unpaid Charges, if any, for Service.
- (D) The fact that a deposit has been made does not relieve the Customer from complying with the Company's regulations or from the prompt payment of bills; nor does it constitute a waiver or modification of the regulations of the Company providing for the termination of Service for nonpayment of any sums due the Company for Service rendered.

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SECTION A - GLOBAL MARKETS (Cont.)**3. REGULATIONS (Cont'd)****Missouri Public
Service Commission****REC'D MAY 19 2000****3.2. Obligations of the Customer (Cont'd)****3.2.5. Billing Disputes**

- (A) When the Customer disputes a bill for the Company's Service, the Customer shall (i) pay any undisputed portion of the bill and, at the Customer's election, pay the disputed portion pending resolution of the dispute; (ii) advise the Company in writing that the bill or any portions thereof are disputed by the Customer; and (iii) provide a written explanation of the basis for the dispute within thirty (30) days of the invoice date in question.
- (B) The Company will review the Customer's bill and notify the Customer within thirty (30) days of the outcome of its review. If the Company agrees with the Customer, it shall credit the Customer's account for any disputed amounts paid by the Customer. If the Company disagrees with the Customer, any disputed amount unpaid by the Customer shall become payable upon notice to the Customer.
- (C) If there remains a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Missouri Public Service Commission. The address of the Commission is:
- Harry S. Truman State Office Building
Fifth Floor
P.O. Box 360
Jefferson City, Missouri 65101
- (D) Billing inquiries may be directed to the Company at its toll free number: 1-800-205-5771

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SECTION A - GLOBAL MARKETS (Cont.)**3. REGULATIONS (Cont'd)****Missouri Public
Service Commission****3.2. Obligations of the Customer (Cont'd)****REC'D MAY 19 2000****3.2.6. Use of Service**

- (A) Service shall be used to transmit communications of the Customer or Authorized User in a manner consistent with the terms and conditions of this Tariff and the policies and regulations of the Federal Communications Commission and other State authorities involved.
- (B) Service is furnished subject to the condition that the Customer or Authorized User not use such Service for any illegal purpose, or in a manner that violates the law, or for annoying any person, or in a manner that interferes with the reasonable use of the Company's Service by other customers or users.
- (C) The Customer shall ensure that the use of Service by the Customer or Authorized User shall not (i) interfere with any other Service offered by the Company; (ii) endanger the safety of the Company's employees or the public; or (iii) damage or require change in or alteration of Company Facilities or interfere with the proper functioning of such facilities. If any equipment, facilities or services provided by the Customer or User is causing or is likely to cause such hazard or interference, the Company may suspend or terminate Service as set forth in Sections 3.3.1 and 3.3.2 of this Tariff, and the Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
- (D) The Customer shall comply with all conditions imposed on the use of services provided by Other Facilities Suppliers.
- (E) The Customer shall indemnify and hold harmless the Company against all loss and damage resulting from the failure of the Customer or Authorized User, patron, lessor or similar entities to observe the provisions of this Tariff.

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SECTION A - GLOBAL MARKETS (Cont.)Missouri Public
Service Commission3. REGULATIONS (Cont'd)

REC'D MAY 19 2000

3.2. Obligations of the Customer (Cont'd)3.2.7. Customer Premises Provisions

- (A) The Customer shall provide to the Company all reasonable personnel, power and space required to operate all Company Facilities installed on the Customer Premises.
- (B) Prior to commencement of installation of Company Facilities, the Customer and Company shall have determined the location of Company Facilities at the Customer Premises and the Customer, at its own expense, shall have completed any preparatory work required by the Company at the Customer Premises or to Customer-Provided Equipment to ensure technical compatibility with Company Facilities or Service.
- (C) The Customer shall be responsible for making Customer Premises available, upon reasonable notice and at reasonable hours, for such tests and inspections as may be necessary to determine compliance with the requirements of this Tariff regarding the installation, operation or maintenance of Company Facilities or Customer-Provided Equipment.
- (D) The Company undertakes that its employees, agents and sub-contractors shall observe the Customer's reasonable site regulations previously advised in writing to the Company. In the event of any conflict between such site regulations and this Tariff, the terms and conditions of this Tariff shall prevail.

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SECTION A - GLOBAL MARKETS (Cont.)3. REGULATIONS (Cont'd)Missouri Public
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REC'D MAY 19 2000

3.2.8. Provision of Equipment and Facilities

(A) The Company shall not be responsible for the installation, operation or maintenance of Customer-Provided Equipment. Where Customer-Provided Equipment is connected to the Service furnished under this Tariff, the responsibility of the Company shall be limited to the furnishing of Service under this Tariff and to the maintenance and operation of such Service; subject to this restriction, the Company shall not be responsible for:

- (i) the through transmission of signals generated by Customer-Provided Equipment; or
- (ii) the reception of signals by Customer-Provided Equipment; or
- (iii) network control signalling where such signalling is performed by Customer-Provided network control signalling equipment.

(B) Customer-Provided Equipment for use in connection with this Service shall be so constructed, maintained and operated as to be technically compatible with Company Facilities and Service to the Company's satisfaction, shall not be capable of transmitting or receiving any message or communication over the Service except in accordance with this Tariff, and shall be in compliance with all FCC rules and regulations. Any special interface equipment or reasonable security procedure necessary to achieve compatibility between Customer-Provided Equipment and Company Facilities or Service shall be provided at the Customer's expense.

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Service Commission****3.2. Obligations of the Customer (Cont'd)****REC'D MAY 19 2000****3.2.8. Provision of Equipment and Facilities (Cont'd)**

- (C) If the Customer is not in compliance with the requirements of FCC rules, including Part 68, associated with Customer-Provided Equipment, the Company may take such action as necessary, including the suspension and/or termination of Service, to protect Company Facilities and personnel and will promptly notify the Customer of the need for protective action. The Company shall upon request provide the Customer with a statement of necessary technical specifications for Customer-Provided Equipment.
- (D) The Customer or Authorized User may not rearrange, disconnect, remove, modify or attempt to repair or permit others to rearrange, disconnect, remove, modify or attempt to repair any Company Facilities without the prior written consent of the Company. The Customer shall be responsible for Company Equipment while it is at a site and shall not add to, modify or in any way interfere with the Company Equipment. The Customer shall be liable to the Company for any loss or damage to Company Equipment, except in so far as any such loss or damage is attributable to the negligent or willful act or omission of the Company, its employees, agents or sub-contractors.
- (E) Title to any Company Facilities in connection with the Service shall not vest in the Customer or User, and the Customer will cooperate fully with the Company to recover any Company Facilities after any termination of Service.
- (F) The Customer shall cooperate with the Company in the installation, testing, operation and maintenance of equipment and facilities used in connection with the provision of Service pursuant to this Tariff. The Customer shall at its own expense provide reasonable assistance and facilities to the Company in the installation of equipment, shall provide at its own expense any electricity required for the proper functioning of such equipment and shall provide or procure at its own expense suitable accommodation, facilities and environmental conditions for housing of such equipment and all necessary electrical and other installations and fittings.

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SECTION A - GLOBAL MARKETS (Cont.)**3. REGULATIONS** (Cont'd)Missouri Public
Service Commission**3.2. Obligations of the Customer** (Cont'd)

REC'D MAY 19 2000

3.2.9. Ownership and Intellectual Property Rights

- (A) Ownership of all Intellectual Property in any Company equipment, software, operating manuals and associated documentation made available as part of any Service or otherwise generated in connection with this Tariff shall remain the absolute property of the Company or its licensors.
- (B) Where software is made available to the Customer in connection with any Service, the Company grants the Customer a non-exclusive, nontransferable license to use such software solely in connection with such Service and for no other purpose.
- (C) The Customer shall not, without Company's prior written consent, copy or reproduce or decompile or modify any licensed software, nor copy the manuals or documentation, except to the extent strictly necessary for proper use of the Service and for back-up purposes. Any such permitted reproduction shall be solely in object code form.
- (D) The Customer shall keep any licensed software and any other material containing the Company's Intellectual Property in confidence and shall ensure that it is not copied, disclosed or used other than as authorized under this Tariff.
- (E) The Customer shall not make any modification to any licensed software without the Company's prior written consent. The Intellectual Property rights in any permitted modifications shall vest in the Company.
- (F) The Customer agrees to sign any agreement reasonably required by the owner of the Intellectual Property rights in any material supplied to the Customer under this Tariff in order to protect the owner's interest in that Intellectual Property.

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SECTION A - GLOBAL MARKETS (Cont.)3. REGULATIONS (Cont'd)Missouri Public
Service Commission3.2. Obligations of the Customer (Cont'd)

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3.2.10. Intellectual Property Rights Indemnity

(A) The Company shall indemnify the Customer against all claims and proceedings arising from infringement (or alleged infringement) of any Intellectual Property Rights enforceable in the United States by reason of the Customer's use of any Service or any item provided as part of the Service. As a condition of this indemnity the Customer shall:

(i) notify the Company promptly in writing of any allegation of infringement; and

(ii) make no admission relating to the infringement; and

(iii) allow the Company to conduct all negotiations and proceedings and give the Company all reasonable assistance.

(B) If at any time an allegation of infringement of Intellectual Property rights is made, the Company may at its own sole discretion and expense modify the Service, or any item provided as part of the Service, so as to avoid the infringement, provided that any such modification does not materially affect the performance of the Service.

(C) The indemnity in Section 3.2.10(A) does not apply to infringements occasioned by the Customer's or Authorized User's use of the Service, or any item provided as part of the Service, in conjunction with other equipment, facilities, service or software not provided by the Company, or to infringements occasioned by designs or specifications made by the Customer or User. The Customer shall indemnify and hold harmless the Company against all claims, proceeding and expenses arising from such infringements described in this Section 3.2.10(C).

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SECTION A - GLOBAL MARKETS (Cont.)3. REGULATIONS (Cont'd)3.2. Obligations of the Customer (Cont'd)3.2.11. Liability of the Customer

- (A) The Customer shall be liable for any damages to or loss of Company Facilities, Company Equipment or Service or for any injury to the Company's employees, agents or sub-contractors caused by the negligence or willful act of the Customer's officers, employees, agents or sub-contractors or the Customer's Authorized Users, patrons or lessors.
- (B) The Customer shall be responsible for the payment of all costs and expenses, including reasonable counsel fees and disbursements, incurred by the Company in connection with any legal or other proceedings and any appeals therefrom to collect any Charges due pursuant to Service under this Tariff or to enforce any terms or conditions of this Tariff against the Customer where the Company substantially prevails in such proceedings.

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SECTION A - GLOBAL MARKETS (Cont.)3. REGULATIONS (Cont'd)Missouri Public
Service Commission3.3. Suspension and Termination of Service

REC'D MAY 19 2000

3.3.1. Suspension by the Company

- (A) The Company may, without incurring any liability, suspend Service to the Customer if such action is necessary to protect Company employees, agents, sub-contractors, Facilities, Equipment or Service; provided, however, that the Company shall make reasonable efforts to give the Customer prompt advance notice of any such suspension. The Company will endeavor, consistent with its responsibilities as a common carrier, to coordinate routine maintenance requirements.
- (B) Without affecting rights under Section 3.3.2 for breach, upon non-payment of any sum owing to the Company for more than 30 days beyond the date of invoice for Service or upon violation of any of the terms or conditions governing the furnishing of Service under this Tariff, the Company may, by 24 hours advance notice to the Customer, without incurring any liability, suspend the furnishing of Service under this Tariff.
- (C) Suspension for cause does not relieve the Customer of any obligation to pay Charges that have accrued under Section 3.2.3 and Section 5 of this Tariff.
- (D) Should the Company restore Service after suspension, the Customer shall be responsible for the payment of any Charges, including reconnection charges or other costs, associated with the suspension and restoration of Service.

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SECTION A - GLOBAL MARKETS (Cont.)**3. REGULATIONS (Cont'd)****Missouri Public
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- (A) The Company may terminate Service to the Customer for cause, without incurring any liability, after suspension of Service for nonpayment or noncompliance with any provision of this Tariff if such nonpayment or noncompliance is not corrected within thirty (30) days following the suspension of Service.
- (B) The Company may terminate Service to the Customer for cause, without incurring any liability, when the Company has reason to believe that the Customer provided false or misleading information to the Company in connection with a Service Order.
- (C) The Company may terminate Service to the Customer for cause, without incurring any liability, following the initiation by or against the Customer of a proceeding in bankruptcy, reorganization, insolvency, receivership or assignment for the benefit of creditors.
- (D) The Company may terminate Service to the Customer for cause, without incurring any liability, if required to cease Service or any material portion of the Service as a result of a change in any applicable laws, in contemplation or acknowledgement of or to avoid the consequences of any change, order, judgment or decision. The Company may substitute another service in the above circumstance that substantially meets all Customer needs and is not higher in price and meet all its obligations under this Tariff assuming the substitute service is available within thirty (30) days of the termination date of the original service.
- (E) The Company may terminate Service to the Customer for cause, without incurring any liability, if Customer fails to perform or comply with any material covenant, condition, or obligation under this Tariff, unless such Breach is cured within thirty (30) days of written notice by the Company of such breach. Customer may have an additional thirty (30) days to cure if it can demonstrate it is capable of curing within that additional period. Termination of one service or a part of a service is not cause for termination of remaining services.

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Service Commission3.3. Suspension and Termination of Service (Cont'd)

REC'D MAY 19 2000

3.3.2. Termination by the Company (Cont'd)

- (F) Termination for cause does not relieve the Customer of any obligation to pay Charges that have accrued under Section 3.2.3 and Section 5 of this Tariff or for any Termination Charges under Section 3.3.3.

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3.3.3. Termination by the Customer

- (A) Termination At End of Minimum Service Period: Upon sixty (60) days written notice to the Company, the Customer may terminate Service that shall have completed a continuous Minimum Period of Service, subject to the payment of all outstanding Charges for Service rendered.
- (B) Termination Before End of Service Term: Upon termination of the Service by the Customer prior to the end of the Minimum Period of Service, the Customer shall pay the following charges:
- (i) all outstanding Charges for Service rendered;
 - (ii) the difference between the discounts applied as a result of the intended annual commitment or Service Term and the discounts applicable to the actual commitment or Service Term; and
 - (iii) all Charges that would have been due for payment under the Service Order less what has already been paid; and
 - (iv) all additional Charges, that the Company may incur from Other Facilities Suppliers as a result of the termination.

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3.3.3. Termination by the Customer (Cont'd)

(C) Termination by Rearrangement or Relocation of Communications Channel: Upon ninety (90) days' written notice to the Company, and as provided in Section 3.2.1(F), the Customer may request a rearrangement (e.g., a change in transmission speed) or relocation (e.g., a change in address) of a Communications Channel, subject to the payment of:

- (i) all outstanding Charges for Service rendered; and
- (ii) all applicable reconfiguration charges for the rearranged or relocated Service.

(D) Termination by Replacement of Service: Upon ninety (90) days' written notice to the Company, and as provided in Section 3.2.1(F), the Customer may terminate Service, by replacing it with another Company Service, subject to the following conditions:

- (i) the Customer shall pay all outstanding Charges for the Service rendered;
- (ii) the Service to be replaced shall have completed a continuous period of service of at least 12 months. If the Service has not completed a continuous period of service of 12 months, the Customer shall pay to the Company all Charges which would have been payable had the Service completed such a period;

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3.3. Suspension and Termination of Service (Cont'd)3.3.3. Termination by the Customer (Cont'd)(D) Termination by Replacement of Service (Cont'd)

(iii) the Service Term for the new Service shall be at least as long as the outstanding Service Term for the Service to be replaced and in any event shall not be less than 12 months;

(iv) the Customer shall pay all applicable reconfiguration charges for the new Service.

(E) Increased Commitment to Same Service: Upon ninety (90) days' written notice to the Company, and as provided in Section 3.2.1(F), the Customer may extend its Service Term or increase its volume commitment for Service, without penalty. Upon receipt of such request for extension, the appropriate discount level applicable to such extension or increase shall apply, beginning on the date Customer receives such modified Service pursuant to the increased volume commitment.

(F) Termination Without Liability: Customer may terminate without liability to the Company under the following circumstances:

(i) Termination of Service by the Company under Section 3.3.2(D) of this Tariff;

(ii) The Company loses, lets lapse, or has modified in a significant manner, any required license, permit, consent or approval of any governmental authority, body, or instrumentality of competent jurisdiction.

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SECTION A - GLOBAL MARKETS (Cont.)3. REGULATIONS (Cont'd)3.3. Suspension and Termination of Service (Cont'd)3.3.3. Termination by the Customer (Cont'd)

- (G) The Company will have thirty (30) days from written notice of Customer's intent to terminate to cure any conditions allowing for termination of Service, except that where the condition is not capable of being cured within thirty (30) days, the Company will have an additional thirty (30) days to cure if the Company can demonstrate that it can cure the condition and in that period Service is not materially impaired. Termination of one Service or a part of a Service under this Tariff is not cause for termination of the remaining Services.

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SECTION A - GLOBAL MARKETS (Cont.)**3. REGULATIONS (Cont'd)**Missouri Public
Service Commission**3.3. Suspension and Termination of Service (Cont'd)**

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3.3.4. Performance Credit for Service Interruptions

- (A) The Customer must report a Service Interruption within 48 hours from the time the Customer becomes aware of such Service Interruption. Service Interruptions may be reported 24 hours a day, 7 days a week to an appropriate fault reporting number that the Company will provide to the Customer for that purpose. The Customer shall at the time of the report provide the Company with a contact telephone number and name to enable the Company to advise the Customer on its progress to resolve the Service Interruption. A Service Interruption begins when the Customer reports it and ceases when (i) the Company restores Service and has attempted to contact the Customer or (ii) the Customer fails to cooperate with the Company so as to not allow it to restore Service as quickly as possible.
- (B) No Performance Credit shall apply for: any failure on the part of the Customer to perform its obligations under this Tariff; any failure or malfunction of Customer-Provided Equipment; any necessary interruption due to additions or changes to Service; any cooperative testing as specified in Section 3.2.7 of this Tariff; any act or omission by the Customer, User or Other Facilities Supplier; any electrical or other power outage; or any failure of performance due to causes beyond the Company's control as specified in Section 3.1.3(E) of this Tariff.

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SECTION A- GLOBAL MARKETS (Cont.)**3. REGULATIONS (Cont'd)****Missouri Public
Service Commission****3.3. Suspension and Termination of Service (Cont'd)****REC'D MAY 19 2000****3.3.4. Performance Credit for Service Interruptions (Cont'd)**

(C) When Service is interrupted due to causes other than those specified in Section 3.3.4(B), a Performance Credit shall be applied as follows. No other liability shall attach to the Company.

- (i) For purposes of calculating Performance Credits applied as a proportion of Monthly Charges, each month will be deemed to have thirty (30) days. In no event shall the Performance Credits exceed the Monthly Charges assessed the Customer for one month.
 - (ii) No Performance Credit is applicable to Usage Charges, Special Construction Charges or Termination Charges.
 - (iii) In the event a Service Interruption results from a failure of the facilities of Other Facilities Suppliers, the Company's liability for a Performance Credit shall be limited to the credit, if any, received by the Company from the Other Facilities Suppliers.
- (D) Performance Credits are calculated at the end of each month or billing cycle. Performance Credits will be applied to the next invoice or invoices as necessary.
- (E) In the event that the Customer reports a Service Interruption and the Company determines that no Service Interruption has occurred or that the Customer is responsible for the Service Interruption, the Company will assess the Customer the Company's actual cost of investigating the report.

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SECTION A- GLOBAL MARKETS (Cont.)**3. REGULATIONS (Cont'd)**Missouri Public
Service Commission

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3.4. Confidentiality

3.4.1. The Company and Customer shall keep in confidence and shall not disclose to any person (other than employees or professional advisers who need to know the information) any information (whether written or oral) of the other party which is designated and marked confidential, without the written consent of the other party. This obligation does not apply to information which:

- (A) is in the public domain or comes into it other than by violation of this Tariff or by breach of an agreement of the Customer and Company;
- (B) is rightfully obtained from other parties without restriction;
- (C) can be shown to have been already lawfully in the possession of the receiving party or independently developed by it prior to the disclosure; or
- (D) is developed independently by the receiving party without use of confidential information; or
- (E) is obtained from a third party who is free to divulge the same; or
- (F) is disclosed in response to an order or request from a court, the FCC, or other regulatory body with jurisdiction over the Company or Customer, provided however that the Company or Customer shall first have been given reasonable notice and opportunity to object to the order or request and/or to obtain a protective order covering the confidential information to be disclosed.

3.4.2. This obligation survives the expiration or termination of Service for a period of two years.

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SECTION A- GLOBAL MARKETS (Cont.)**3. REGULATIONS (Cont'd)****Missouri Public
Service Commission**

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3.5. Assignment

All or part of the Service or any rights or obligation associated therewith may not be assigned or in any manner transferred without the written consent of the Company, which shall not be unreasonably withheld.

3.6. Notices

Except as otherwise provided in this Tariff or in any Service Order, notices or other communications between Customer and Company required or permitted under this Tariff shall be in writing and shall be mailed by registered or certified mail, return receipt requested, postage prepaid, or transmitted by overnight courier, hand delivery (including delivery by courier), or facsimile transmission, to the person(s) whose name and business address appear in the relevant Service Order, and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, the Company or the Customer may change the party to receive notice and/or the address to which such notice is to be delivered.

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SECTION A- GLOBAL MARKETS (Cont.)**Missouri Public
Service Commission****4. SERVICE OFFERINGS****REC'D MAY 19 2000****4.1. Virtual Network Service****4.1.1. Service Description**

Virtual Network Service ("VNS") is a telecommunications service offering virtual private network connectivity capable of transmitting voice, data, facsimile, video and other communications. Access to VNS is provided through dedicated channels or through the public switched telephone network. Features of VNS include the following:

- (A) Each extension on the Customer's virtual private network is assigned a seven-digit global dial plan number.
- (B) Customers can block calls to certain destinations, regardless of whether the locations are on or off the Customer's virtual private network.

4.1.2. Types of Service

- (A) OnNet: VNS between extensions on the Customer's virtual private network.
- (B) On-OffNet: VNS that originates on the Customer's virtual private network and terminates on an extension that is not on the Customer's virtual private network.
- (C) Off-OnNet: VNS that originates on an extension that is not on the Customer's virtual private network and that terminates on the Customer's virtual private network.

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SECTION A- GLOBAL MARKETS (Cont.)4. SERVICE OFFERINGS (Cont'd)4.1. Virtual Network Service (Cont'd)4.1.3. Locations Served

- (A) OnNet: Available on an intrastate basis between points within the State of Missouri.
- (B) On-OffNet: Available on an intrastate basis between points within the State of Missouri.
- (C) Off-OnNet: Available on an intrastate basis between points within the State of Missouri.

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SECTION A- GLOBAL MARKETS (Cont.)**4. SERVICE OFFERINGS (Cont'd)**Missouri Public
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REC'D MAY 19 2000

4.2. Toll Free Service**4.2.1. Service Description**

Toll Free Service is a telecommunications service which allows a caller to place calls to a Customer at no cost to the calling party by dialing a telephone number that is assigned to a Customer Premise and that employs a toll-free area code.

Toll Free Service includes tracking features such as account codes, which can be used to control and track service usage by designated callers. Also, Customers can safeguard against unauthorized calling through use of security codes, i.e., any call made without a valid security code will not complete.

4.2.2. Types of Service and Locations Served

Intrastate Toll Free Service: Callers located in the State of Missouri may place calls to Customer Premises located in Missouri.

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SECTION A- GLOBAL MARKETS (Cont.)**4. SERVICE OFFERINGS (Cont'd)****Missouri Public
Service Commission****4.3. Audioconference Services****REC'D MAY 19 2000****4.3.1. Service Description**

Audioconference Service is a telecommunications service that allows Customers to establish audio telephone calls with multiple participants who may be located at different sites. In advance of the conference call, an Audioconference bridge is allocated to the call and the phone number for accessing the bridge is provided to participants. Participants join the conference call by calling the audioconference bridge phone number and either presenting identifying information to the Audioconference coordinator or keying in a conference code identification number ("Dial-in Service"). Under certain circumstances, "Dial-Out Service" may be available as well; i.e., the Company Audioconference coordinator will call nominated conference participants to bridge them onto the conference call.

4.3.2. Locations Served

Audioconference Service is available on an intrastate basis within the State of Missouri.

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SECTION A- GLOBAL MARKETS (Cont.)**5. RATES****5.1. Virtual Network Service****5.1.1. OnNet VNS Usage Charges**

\$ 0.0480 per minute

5.1.2. On-OffNet VNS Usage Charges

\$ 0.110 per minute

5.1.3. Off-OnNet VNS Usage Charges

\$ 0.110 per minute

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SECTION A- GLOBAL MARKETS (Cont.)

5. RATES (Cont'd)

5.2. Toll Free Service

5.2.1. Intrastate Toll Free Service Usage Charges

\$0.12 per minute

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SECTION A- GLOBAL MARKETS (Cont.)**5. RATES (Cont'd)****5.3. Audioconference Service****5.3.1. Dial-In Service Usage Charges**

Service	U.S. \$ Per Minute
Toll Free Dial-In Access	50 – first 150,000 minutes per month
	24 – in excess of 150,000 in any given month
Standard Dial-In Access	50

5.3.2. Dial-Out Service Usage Charges

\$ 1.68 per minute

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SECTION A- GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs)****Missouri Public
Service Commission****6.1. Applicability and Scope**

REC'D MAY 19 2000

This Section contains the regulations and schedules of rates applicable to Special Network Arrangements. Except as otherwise expressly stated, in the event of any conflict between the provisions of a relevant Special Network Arrangement and the provisions of other Sections of this Tariff, the provision of the relevant Special Network Arrangement will control.

6.2. Special Network Arrangement No. 1918**6.2.1. Services Provided**

- (A) Virtual Network
- (B) Toll Free Service
- (C) Audioconference Service

6.2.2. Contract Term; Renewal Options

- (A) The initial term of this SNA ends on August 31, 2002. Two (2) one-year renewal options are available for this SNA.
- (B) For a period of up to twelve (12) months following the expiration or termination of this SNA or of any Service, Company shall provide to Customer, at Customer's request, any or all of the terminated Services being performed by Company prior to the expiration/termination date under the same terms and conditions such Services were provided prior to expiration/termination. Customer shall provide written notice of the terminated Services to be provided within sixty (60) days after notice of termination on or before the expiration/termination date, whichever is later. Company also will provide any and all reasonable assistance requested by Customer to facilitate the orderly transfer of the terminated Services to Customer and/or its designee(s), including transfer assistance services on terms and conditions as agreed to by the Parties in writing. Company may require Customer to pay in advance for the transfer assistance services to be provided if Service has been terminated by the Company for the reasons stated in 6.2.4(S)(i) below.

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SECTION A- GLOBAL MARKETS (Cont.)**Missouri Public
Service Commission****6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)**

REC'D MAY 19 2000

6.2. Special Network Arrangement No. 1918 (Cont'd)**6.2.3. Minimum Commitments Charges****(A) Aggregate Charges**

Aggregate invoiced charges (excluding taxes, pass-through expenses, mark-ups and one-time charges) from the Company must be at an annualized level of \$1.65 million per year.

(B) Virtual Network Service Charges

Distribution of calls: fifty-five percent (55%) of calls must be interstate. For each one percent (1%) below fifty-five percent (55%), a call charge increase of one percent (1%) will result.

(i) OnNet VNS Usage Charges

\$ 0.0240 per minute

(ii) On-OffNet VNS Usage Charges

\$ 0.0550 per minute

(iii) Off-OnNet VNS Usage Charges

\$ 0.0550 per minute

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SECTION A- GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)****6.2. Special Network Arrangement No. 1918 (Cont'd)****6.2.3. Minimum Commitments: Charges (Cont'd)****(C) Toll Free Service Charges****(i) Intrastate Toll Free Service Usage Charges**

\$0.06 per minute

(D) Audioconference Service Charges**(i) Dial-In Service Usage Charges**

Service	\$ Per Minute
Toll Free Dial-In Access	\$ 0.30 - first 150,000 minutes per month \$ 0.24 - in excess of 150,000 in any given month
Standard Dial-In Access	\$ 0.25

(ii) Dial-Out Service Usage Charges

\$ 0.0840 per minute

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SECTION A- GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)****Missouri Public
Service Commission****6.2. Special Network Arrangement No. 1918 (Cont'd)****REC'D MAY 19 2000****6.2.4. Terms and Conditions****(A) Limitation on Service Ordering**

- (i) Up to fifty (50) million minutes of voice service can be ordered in the first twelve (12) months of Service. At least seventy-five percent (75%) of Sites ordering voice Service must have dedicated access.
- (ii) This SNA is available only to Customers who (1) place an initial Service Request within thirty (30) days after the effective date of this SNA, and (2) order Service with dedicated access at a minimum of fifty (50) sites, thirty-five (35) of which must be ordered in the Transition Year.

(B) Acceptance Testing

Upon the installation, repair or restoration of Service, the Company will supply in writing, upon request, a report of its tests that demonstrate the Service is acceptable. The acceptance period for a newly-installed Service Element or Service Element Group shall be seven (7) Business Days after delivery of the Company's positive test results to Customer. In the case of a repaired or restored Service Element or Service Element Group, the acceptance period shall be eight (8) Business Hours after delivery of the Company's positive test results to Customer. Customer shall, in writing, note its agreement within the applicable acceptance period.

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SECTION A- GLOBAL MARKETS (Cont.)**Missouri Public
Service Commission****6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)**

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6.2. Special Network Arrangement No. 1918 (Cont'd)**6.2.4. Terms and Conditions (Cont'd)****(C) Use of Other Facilities/Suppliers**

Company shall be responsible for meeting or exceeding applicable Service levels even where doing so is dependent on the provision of Services by Company service providers. Company may not subcontract the performance of more than twenty percent (20%) of the Services (measured by the contract revenue associated with such Services) to any entity without Customer's prior written consent.

(D) Performance Times

Performance times under this SNA (but not the Term) shall be extended for a period of time equivalent to the time lost because of any failure to perform that is excusable. If *Force Majeure Conditions* continue for a period of sixty (60) or more consecutive days, notwithstanding any other section of this SNA or a Company Tariff, Customer may terminate the Service(s) affected without liability.

(E) Compatibility of Customer-Provided Equipment

In lieu of Section 3.2.8(c), the Company will not claim that any Customer-Provided Equipment is not compatible if (a) as to electrical and physical requirements, such Customer-Provided Equipment meets the requirements of Part 68 of the FCC Rules and (b) as to signal specifications, such Customer-Provided Equipment meets the interface specifications set forth in applicable government or industry standards.

(F) Substitute Services

(i) Section 3.1.3(F) does not apply to this SNA. Instead, Company will be responsible for the provision of Services by, and acts or omissions of, its subcontractors and service providers as agreed by the Parties in writing.

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SECTION A-GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)****6.2. Special Network Arrangement No. 1918 (Cont'd)****6.2.4. Terms and Conditions (Cont'd)****(F) Substitute Services (Cont'd)**

- (ii) Except for *Force Majeure Conditions* or where the Company's Tariffs or this SNA establishes an exclusive remedy, in the event of a Service Delay anticipated to last more than five (5) business days or an Interruption anticipated to last more than twenty-four (24) hours, the Customer shall have the right to obtain substitute service during the time of such Service Delay or Interruption, where Company declines to provide such substitute service. Customer shall notify Company, within ten (10) business days of Company's notice of a Service Delay or Interruption, of its election to require the Company to pay cover damages, *i.e.* the documented difference in rates, if any, between its Interrupted or Delayed Service and the substitute service. Customer will exercise all commercially reasonable efforts to mitigate and minimize the extent and amount of the charges it incurs for alternative service, including subscribing to such alternative service for the shortest commercially available period likely to cover the reasonably expected duration of the Interruption or Service Delay. If Customer elects to require Company to pay the documented difference in rates, this remedy shall be in lieu of Service Level Credits or other payments or monetary remedies to which Customer otherwise would have been entitled. If the Interruption or Service Delay continues for more than sixty (60) days, Customer may, on ten (10) days' prior written notice, revoke its election to receive cover damages and thereafter pursue any other remedy to which it may be entitled under any Company Tariffs or this SNA. Company shall not charge Customer to interconnect, commence or terminate any substitute service obtained hereunder. Customer shall receive applicable Service Level Credits during all periods of Interruption or Service Delay during which Customer is not receiving substitute services.

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(iii) If *Force Majeure Conditions* exist for five (5) Business Days and the Company cannot supply a temporary alternative service for a Service which is subject to Interruption or Service Delay due to a *Force Majeure Condition*, Customer may, at its option, suspend its receipt of and payment of the Services affected by the *Force Majeure Conditions* from the Company and obtain an alternative service from another carrier. Customer shall subscribe to the alternative service for the shortest commercially available period likely to cover the reasonably expected duration of the *Force Majeure Condition*. During the period Customer is taking the alternative service, the Company will have no obligation to provide the service affected by the *Force Majeure Condition*. The Company shall use all reasonable efforts to restore its Service so that Customer will not incur any penalty, damage, or early termination charge in connection with the commitment for the alternative service. The Company shall provide service again at the latter of the termination of the contract(s) for service with another carrier for the alternative service or the cessation of the *Force Majeure Condition(s)*. Company shall not charge Customer to connect or disconnect suspended or restored Services pursuant to this Section.

(G) Service Upgrades

The Company shall make Service Upgrades available to Customer at no additional charge: *provided*, however, the acceptance by Customer of any terms and conditions associated with such Service Upgrade shall, at the Company's option, be a precondition to the availability of such Service Upgrade. If Customer declines to take a Service Upgrade, the Company shall not be obligated to provide such Service Upgrade to Customer. The Company shall bring to Customer's attention any existing or planned promotional offerings of the Company, Service Upgrades or Additional Services that the Company believes may be of value to Customer or an Authorized User.

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If the Company ceases to offer service under this SNA, and Customer is using the Service or has executed a proper request for the Service, the Company will give Customer no less than ninety (90) days' notice of such discontinuance and may offer Customer an Equivalent Service. If the Company declines to offer such an Equivalent Service, Customer shall have the right to obtain a substitute service offering equivalent features and functions from another entity and have the Company pay or credit Customer the difference in rates between what Customer would have paid for the discontinued Service and what payments are actually paid by Customer to the other entity for such substitute service, if any. Customer will exercise all commercially reasonable efforts to mitigate and minimize the extent and amount of charges it incurs in obtaining a substitute service. If Customer has not ordered a Service in the prior one hundred eighty (180) days, the Company shall have the right to discontinue a Service on sixty (60) days' notice, subject to Customer's consent which may not be unreasonably withheld.

(I) Advance Payments and Deposits

Section 3.2.4 does not apply to this SNA.

(J) Payments and Invoices

- (i) No payment is due until thirty (30) days after the delivery of an invoice in a proper form. Customer will accept for payment Estimated Bills. If Customer fails to pay any undisputed amount within the permitted thirty (30) day period, it shall pay interest on the unpaid amount from the end of such period at the lesser of (i) the prime interest rate posted by Citibank, N.A. plus three percent (3%) or (ii) the highest rate of interest that may be charged under the laws of the State of Missouri, calculated from the date upon which the amount in question was originally due. Customer's payment of a bill shall not be construed as a waiver of its right to later dispute that bill or portion thereof.

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SECTION A- GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)****Missouri Public
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- (ii) When the Customer disputes a bill for the Company's Service, the Customer shall pay the undisputed portion of the bill by the applicable due date. If the Company disagrees with the Customer, the Customer and the Company will resolve their disagreement pursuant to a dispute resolution process that is agreed between the parties. Payments withheld pursuant to this subsection which are subsequently determined to have been valid shall be subject to interest charges accruing at the lesser of (i) the prime interest rate posted by Citibank, N.A. plus 3% or (ii) the highest rate of interest that may be charged under the laws of the State of Missouri, calculated from the date upon which the amount in question was originally due to be paid. Customer shall not be deemed to be in breach for non-payment if Customer is withholding payment of any fees, charge, expenses of other amounts payable hereunder because their payment is disputed in good faith, and Company shall not deny or restrict Service during the pendency of a dispute because of such pendency.
- (iii) Customer shall not be liable for Rates and Charges for Services first billed more than one hundred and fifty (150) days from the end of the month in which the Rates and Charges were incurred; except that Customer will be responsible for bills submitted within one hundred and fifty (150) days where an Estimated Bill was issued. This provision does not apply to amounts to be passed through and/or collected by Company as described in subsection (N) of this SNA, assuming that the Company provides Customer proper prompt notification of, and detailed explanation of, any charges that will be passed through or collected by the Company and the date the charges are effective.

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SECTION A- GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)****Missouri Public
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In lieu of Section 3.2.2, if Customer requires that any installation or other work ordinarily performed during Business Hours (i.e., work that is not expected to result in material interruption or degradation in service) be performed outside of the Business Hours at a location, Customer will reimburse the Company for any direct out-of-pocket costs (e.g., labor and third party payments) incurred by the Company in connection with such installation or work. For purposes of this subsection, out-of-pocket labor cost shall be deemed to be two-hundred twenty percent (220%) of applicable salary or hourly wages. If Customer requires that a service be implemented more quickly than the installation interval previously agreed by the parties, Customer shall pay any expedite charges associated with such expedited performance. Such expedite charges shall be mutually agreed in advance.

(L) Relocation

Where Customer orders the move, add, change, upgrade or downgrade of one or more Sites, Customer shall reimburse Company for any direct out-of-pocket costs (e.g., labor and third party payments) Company incurs as a result of such move, add, change, upgrade or downgrade. For purposes of this Subsection, out-of-pocket labor cost shall be deemed to be two hundred and twenty percent (220%) of applicable salary or hourly wages. In the event of a move, add, change, upgrade or downgrade under this Subsection, Company shall use all commercially reasonable efforts to minimize or avoid the expenses (e.g., circuit termination charges) for which Customer will be responsible.

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SECTION A- GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)****Missouri Public
Service Commission****6.2 Special Network Arrangement No. 1918 (Cont'd)****REC'D MAY 19 2000****6.2.4 Terms and Conditions (Cont'd)****(M) Obligation to Pay Taxes**

Customer shall pay all Taxes. In the alternative, Customer will provide the Company with a certificate evidencing an exemption from payment of or liability for such Taxes: *provided* that, in the event such certificate proves to be invalid, Customer shall be liable for such Taxes and any penalties or interest arising from such invalidity. In no event shall Customer be responsible for franchise, privilege, ad valorem or occupational taxes of the Company or taxes based upon the net income, property or assets of the Company, its subcontractors, or service providers. Nor shall Customer be responsible for any penalties or interest attributable to the Company's failure to timely pay any Taxes it is responsible for collecting and remitting because it failed to invoice Customer for same in a timely manner, or to the Company's failure to remit in a timely manner Taxes invoiced to and collected from Customer.

(N) Increase or Reduction in Taxes

- (i) The Company will pass through, without offsets, to Customer any increase or decrease in charges it incurs because of (a) increases imposed on or reductions granted to the Company or (b) increases imposed on or reductions granted to the Company by Company subcontractors or service providers, in applicable local access fees/charges, surcharges, taxes, fees or assessments levied by a government authority applicable to the Services or class of Services Customer is taking under Company tariffs or this SNA. Customer is also responsible for payment of any amounts the Company is required to pay payphone service providers under Section 276 of the Telecommunications Act of 1996, without any markup. If such fee is reduced, Company will seek refund of any overpayment made by Company, and shall pass through to Customer any refund received to the extent applicable.

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SECTION A- GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)**Missouri Public
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6.2.4. Terms and Conditions (Cont'd)**(N) Increase or Reduction in Taxes (Cont'd)**

(ii) To the extent an allocation of reduced charges among the Company's customers is within the Company's discretion, Company shall act fairly and equitably in allocating such reductions to Customer, and in particular shall not fail to allocate it proportionately to Customer. To the extent an allocation of increased charges among the Company's customers is within the Company's discretion, the Company shall act fairly and equitably in allocating such charges to Customer, and in particular shall not allocate it disproportionately to Customer.

(O) Force Majeure Conditions and Effect

Customer shall not be liable for failure to perform due to *Force Majeure Conditions*.

(P) Termination of Service

Sections 3.3.3 (A), 3.3.3 (B), 3.3.3 (C) and 3.3.3 (D)(ii), (iii), and (iv) of this Tariff do not apply to this SNA.

(Q) Termination by Customer for Default

Customer may terminate Service under this SNA without liability if:

(i) Without Customer's consent, the Company files revisions to its Tariffs or this SNA that prevent the Company from granting Customer the agreed-upon Rates and Charges, increase the charges payable by Customer for any Service Element, or otherwise materially and adversely impair Customer's rights as then existing, and the Company does not correct the action within thirty (30) days by filing curative tariff revisions, procuring Equivalent Services at no additional cost to Customer, or taking some other action;

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SECTION A- GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)****6.2. Special Network Arrangement No. 1918 (Cont'd)****6.2.4. Terms and Conditions (Cont'd)****(Q) Termination by Customer for Default (Cont'd)**

(ii) The Company ceases to do business; makes a general assignment for the benefit of creditors; is unable to pay its debts; is insolvent, bankrupt or in receivership; authorizes, applies for or consents to the appointment of a trustee or liquidator for all or a substantial part of its assets or has proceedings seeking such action instituted against it which are not terminated within sixty (60) days of its commencement; files a voluntary petition of insolvency or bankruptcy or has proceedings under bankruptcy or insolvency law instituted against it which are not terminated within 30 days; or has a substantial part of its assets become subject to levy, seizure, assignment or sales by a creditor or the government that is not released or satisfied within ten (10) days thereafter;

(iii) The Company fails to perform or comply with any material covenant, condition, or obligation and fails to cure such breach within the stated cure period or, where no cure period is stated, within thirty (30) days after written notice of the breach, as applicable, except that where the Company works diligently and in good faith to cure the breach and such breach is not capable of being cured within thirty (30) days, the Company shall be accorded up to thirty (30) additional days to cure the breach if it demonstrates that it is capable of curing such breach within the additional period and the breach does not have a material adverse impact upon Customer's ability to conduct its business;

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SECTION A- GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)****6.2. Special Network Arrangement No. 1918 (Cont'd)****6.2.4. Terms and Conditions (Cont'd)****(Q) Termination by Customer for Default (Cont'd)**

- (iv) Company is required to cease and does cease providing any material portion of the Services as a result of any change in any applicable laws, or Company agrees to cease or informs Customer that it intends to cease providing any material portion of the Services in contemplation or acknowledgment of or to avoid the consequences of any such change, order, judgment or decision unless, within thirty (30) days thereof, Company (a) provides Customer substitute services for the adversely affected Service, which substitute service substantially complies with the applicable service quality requirements and Customer incurs no additional costs for such substitution, including for installation charges; or (b) performs some other curative action;
- (v) Any required license, permit, consent or approval of any governmental or regulatory body, authority, agency or instrumentality of competent jurisdiction is revoked, withdrawn, withheld, materially modified or permitted to lapse, and such action materially and adversely affects Company's ability to provide the affected Services in accordance with this SNA, unless within thirty (30) days of the earlier of its receipt of written notice or actual knowledge of such default, Company (a) obtains the required license, permit, consent or approval or takes other action such that the governmental or regulatory action no longer has the effect of materially and adversely affecting the provision of Services under this SNA; (b) provides Customer substitute services as provided in Subsection (Q)(iv)(a) above; or (c) performs such other curative action; or
- (vi) Any Service fails to meet Service quality levels agreed upon by Customer and Company, to the extent such failure reaches a level at which termination is agreed upon by Customer and Company.

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SECTION A- GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)****6.2. Special Network Arrangement No. 1918 (Cont'd)****6.2.4. Terms and Conditions (Cont'd)****(R) Termination by Customer for Convenience**

- (1) Customer may terminate all Service(s) taken under this SNA for convenience and without cause on at least forty-five (45) days' prior written notice. If Customer does so during the Transition Year, it shall pay: (a) all charges for Service provided prior to the termination date (less any applicable credits); (b) a termination charge equal to the greater of (1) forty percent (40%) of the average monthly charges for the three (3) months preceding the notice of termination or (2) two million seven hundred and fifty thousand dollars (\$2,750,000), multiplied by the number of months remaining in the term following such termination. For terminations initiated in Contract Years 1, 2 and 3, the termination charge shall be calculated by using twenty-five percent (25%), fifteen percent (15%), and ten percent (10%) respectively, of the average monthly charges for the three (3) months preceding the notice of termination multiplied by the number of months remaining in the term following such terminations. Terminations initiated in any other Contract Years will have a termination charge calculated using ten percent (10%) of the average monthly charges for the three (3) months preceding the notice of termination.

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SECTION A- GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)****Missouri Public
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- (ii) If Customer only terminates particular Service(s) instead of all the Services under the terms of Subsection (R)(i) above, the termination charge shall be (a) all charges for Services provided prior to the termination (less any applicable credits) and (b) the percentages below (for the Site Year in which the termination is initiated) of the average monthly charges for the Service for the three (3) months preceding notice of termination, multiplied by the number of months remaining in the Term following such termination: Site Year 1 – forty percent (40%); Site Year 2 – twenty-five percent (25%); Site Year 3 – fifteen percent (15%); additional Site Year(s) – fifteen percent (15%).
- (iii) If Customer terminates Service at a Site under the terms described above in Subsection (R)(i), Customer will pay the Company (i) all charges for Services provided prior to termination (less any credits) and (ii) a percentage of the average monthly charges for the Site for the three (3) months preceding the notice of termination multiplied by a number equal to thirty-six (36) less the number of months since Service was initiated at that Site. For Site termination initiated in each year of Service, the percentages in (ii) shall be forty percent (40%) in Site Year 1, twenty-five percent (25%) in Site Year 2 and fifteen percent (15%) in any Site Year thereafter. Services terminated due to a Site move, add, change, upgrade or downgrade do not constitute Site terminations under this Subsection.
- (iv) Each Contract Year, the Company shall make available to Customer a "Pool" (defined below) which Customer may draw upon for purposes of effecting a certain number of "Qualifying Terminations" (defined below), under (iii) of this subsection for which Customer will not incur termination charges until the Pool is exhausted. The Pool shall operate as follows:

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SECTION A- GLOBAL MARKETS (Cont.)6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

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6.2. Special Network Arrangement No. 1918 (Cont'd)6.2.4. Terms and Conditions (Cont'd)(R)(iv) Termination by Customer for Convenience (Cont'd)

- (a) The Pool. The Pool is intended to be equivalent to five percent (5%) of the Rates and Charges billed to Customer in each Contract Year, and shall be set and readjusted as follows: The "Annual Run Rate" for an Installation Site at any particular time shall be equal to twelve (12) times the average monthly fixed data and voice Rates and Charges applicable to such Site, which average shall be based on the immediately-preceding three months of such Rates and Charges for that Site. The Pool for the period up to August 31, 1999 shall be set at one million six hundred fifty thousand dollars (\$1,650,000) unless otherwise agreed by the Parties. The Pool for subsequent twelve-month periods shall be established at five percent (5%) of the annual revenues for all Services purchased by Customer from the Company during the previous Year. At the end of the applicable Year, the Pool will be re-set (using the above-stated methodology) and true-ups of termination charges will be performed as necessary in the event the actual revenues for such Year were higher or lower than the amount set for the Pool at the beginning of such Year. Customer shall notify the Company at the time it provides notice of termination of a Site whether it wishes to draw upon the pool for purposes of effecting the termination. If so, Customer shall calculate the Annual Run Rate for the Site being terminated as of the date of Customer's notification of termination, and shall deduct the resulting amount from the Pool. Once the Pool has been exhausted in any Year, any subsequent Qualifying Terminations during that Year shall be subject to termination charges in accordance with this SNA. Any amount remaining in the Pool at the end of a Year shall not be used in any other years.

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SECTION A- GLOBAL MARKETS (Cont.)Missouri Public
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6.2. Special Network Arrangement No. 1918 (Cont'd)6.2.4. Terms and Conditions (Cont'd)(R)(iv) Termination by Customer for Convenience (Cont'd)

- (b) Qualifying Terminations. The following categories of terminations are Qualifying Terminations, and may be applied against the Pool at Customer's election until the Pool is exhausted: Terminations of Sites for convenience pursuant to this subsection. Terminations of Sites pursuant to a consolidation of one (1) or more such Sites into a single Site, or terminations of Sites which were ordered after the first Service Request.
- (c) Adjustment for any Particular Site Terminations. If the Pool is exhausted during Years Two or Three, or any renewal year, then the Company shall adjust the termination charges that would otherwise accrue for Qualifying Terminations of a particular group of Sites operated by a single entity to be selected by the Customer and communicated to the Company thirty (30) days before Service begins at any Site. Any termination charges that would otherwise be applicable to such terminations pursuant to this SNA shall be discounted by forty percent (40%); *provided that* the total amount of such discount shall not exceed Four Hundred Eighty Five Thousand dollars (\$485,000) in the aggregate under this SNA in any one Contract Year.

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SECTION A- GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)****6.2. Special Network Arrangement No. 1918 (Cont'd)****6.2.4. Terms and Conditions (Cont'd)****(S) Termination by Company for Default**

In lieu of Sections 3.3.1 and 3.3.2, the Company may terminate Service under this SNA without liability if (i) Customer fails to pay undisputed charges within thirty (30) days of the due date and fails to cure such default within thirty (30) days of written notice from the Company of its intent to terminate for failure to make such payment; or (ii) Customer ceases to do business; makes a general assignment for the benefit of creditors; is unable to pay its debts; is insolvent, bankrupt, or in receivership; authorizes, applies for or consents to the appointment of a trustee or liquidator for all or a substantial part of its assets or has proceedings seeking such action instituted against it which are not terminated within sixty (60) days of its commencement; files a voluntary petition under any bankruptcy or insolvency law or files a voluntary petition under the reorganization or arrangement provisions of the laws of the United States pertaining to bankruptcy or any similar law of any jurisdiction or has proceedings under any such law instituted against it which are not terminated within (30) days; or has a substantial part of its assets become subject to levy, seizure, assignment or sales by a creditor or the government that is not released or satisfied within ten (10) days thereafter; or (iii) Customer fails to perform or comply with any material covenant, condition or obligation and fails to cure such breach within the stated cure period, or if no cure period is stated, within thirty (30) days after written notice of the breach, as applicable, except that where Customer works diligently and in good faith to cure the breach and such breach is not capable of being cured within thirty (30) days, Customer shall be accorded up to thirty (30) additional days to cure the breach if it demonstrates that it is capable of curing such breach within the additional period and the breach does not have a material adverse impact on the Company's operations or network.

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SECTION A- GLOBAL MARKETS (Cont.)**Missouri Public
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Either Party shall have the right to terminate services without further liability, if (i) there is a transfer of control of Cable & Wireless plc, a subsidiary of Cable & Wireless plc that controls the Company, or the Company itself, and such transfer would allow termination under any agreement that the Customer and Company execute; (ii) the FCC prevents the tariff from taking effect or takes action which materially and adversely affects the Company's ability to perform, and within twenty (20) Business Days, Company does not develop a proposal that provides for comparable service to Customer at rates at or below those set forth in this SNA, and on terms and conditions substantially equivalent to those contained in the Tariff and this SNA, to the extent permissible under applicable legal and regulatory requirements, or such proposal fails to take effect within twenty (20) Business Days of the Parties' agreement to such proposal; or (iii) the Company or Customer is found by a court to have taken an action that could violate the Foreign Corrupt Practices Act.

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- (i) The Company will not change or modify, add to or replace its network or any component thereof (a "System Change") in a manner that would (a) require material changes to Customer's facilities, systems or equipment, (b) materially and adversely affect the function or performance of, or decrease the efficiency or reliability of, the Services, or (c) increase Customer's total payments for the Services without providing commercially reasonable advance notice to Customer and obtaining concurrence of Customer, except that the Company may make temporary System Changes required by an emergency if it is not feasible either to provide prior notice to, or obtain the prior consent of, Customer because of exigent circumstances, or if the Company is not able to reach the Customer point of contact. Company will document and promptly report such emergency System Changes to Customer.
- (ii) Company may make a System Change if such System Change is (a) in Company's reasonable opinion, necessary to preserve the integrity of its network or the Services or to comply with any applicable laws (in which case such System Change will be carried out at Company's expense) or (b) except as otherwise provided in Section 6.2.4(U)(i) above, is carried out at Company's expense.
- (iii) The Company will make all commercially reasonable efforts to schedule all System Changes so as to minimize any disruption to Customer's or the Authorized Users' normal business operations, except as and to the extent such disruption is contemplated by the Methods and Procedures Manual, inherent in the work to be performed or otherwise agreed to by the Parties. The Parties will agree upon, and specify in the Methods and Procedures Manual, commercially reasonable maintenance windows during which the Company may conduct System Changes and scheduled maintenance operations.

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- (iv) If the Company implements a System Change (including, where applicable, a Service Upgrade) in a manner which violates Subsection 6.2.4(U)(1) and without obtaining Customer's prior approval, the Company may, at its option, cure any resulting non-compliance by procuring Equivalent Service for Customer directly or by obtaining such services as Customer's agent. If and to the extent the Company fails to substantially cure such non-compliance or bear any additional Customer costs associated therewith within thirty (30) days of written notice of non-compliance, Customer may elect in writing within thirty (30) days to discontinue without liability any Service Elements adversely affected by the Company's actions and to obtain substitute services offering equivalent functionality and performance from a third party vendor. Subject to Section 6.2.4(W), if Customer elects to do so, it shall be credited by the Company with cover damages equal to the difference between what Customer would have paid the Company for the discontinued service and the payments actually made by Customer to such other vendor. This shall be the sole and exclusive monetary remedy of Customer and its Authorized Users with respect to such non-compliance. The election by Customer to receive cover damages as to one or more substitute services shall not prevent Customer from invoking its rights under Section 6.2.4(Q) if Customer subsequently obtains substitute services under this subsection and the impact of having to obtain all substitute services, including those as to which it previously elected to receive cover damages, would, in the aggregate, constitute a material breach under Section 6.2.4(Q). Customer shall exercise all commercially reasonable efforts to mitigate and minimize the extent and amount of the charges it incurs for substitute service pursuant to this Subsection.

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SECTION A- GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)****Missouri Public
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Unless otherwise agreed, the Company and its subcontractors, service providers and suppliers shall not be responsible for the manner in which Services are used by Customer or its Authorized Users or the content of the information or material stored, transmitted, or otherwise processed on the Company's network. Customer shall not use, or permit the Authorized Users to use, the Services to store, transmit or otherwise process information or other material that is, or in a manner that is: (i) defamatory, offensive, abusive, indecent, obscene, pornographic or menacing; (ii) in violation of the laws (including U.S. export laws concerning the transmission of technical data and other regulated materials) or the Intellectual Property Rights or other rights of any person; (iii) interferes with other users of the Company Network or other networks. If Customer or its Authorized Users, in the reasonable belief of the Company, use the Services to store, transmit or process information which is defamatory, offensive, abusive, obscene, menacing or in violation of the laws or intellectual property or other rights of any person, the Company will notify Customer of its belief. If no satisfactory action is taken by Customer to remedy the matter within two (2) Business Days (for purposes of subsection (i) below) or twenty-four (24) hours (for purposes of subsections (ii), (iii) and (iv) below), as applicable, of receipt of notice thereof (unless it is not reasonable or practical for Company to delay under the circumstances), Company reserves the right, but assumes no obligation, to: (i) suspend or terminate any or all of the affected Services; (ii) remove or delete the offending content from the Company Network or Company Services Equipment; (iii) block any violative activity; or (iv) take any other reasonably appropriate actions. Company shall not be responsible for any failure or delay on its part in taking any such action. Subject to Section 6.2.4(W) and applicable laws, Customer shall indemnify the Company against claims against it or its subcontractors for use of the Services in violation of this subsection by the Customer (or by those Authorized Users

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SECTION A- GLOBAL MARKETS (Cont.)**Missouri Public
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who order Services within the first thirty (30) days after the Execution Date). Customer shall indemnify the Company against claims against it or its subcontractors for use of the Services in violation of its obligations under this Section by other Authorized Users if and to the extent the Parties determine, at the time such a claim is asserted, that a carrier may be responsible under the applicable laws for its carriage of information or other material that is, or in a manner that is violative of this Section.

(W) Limitation of Liability

- (i) The total aggregate liability of Customer or the Company in connection with claims asserted by the other in any Contract Year under Subsections (X) or (W)(v) of this section of the SNA shall be limited to forty percent (40%) of the Rates and Charges under this SNA (excluding Taxes and other charges passed through to Customer under subsection (N) of this section) for the three (3) months preceding the assertion of the last claim in such Contract Year.
- (ii) Any claim for losses not under subsection (X) or (W)(v) shall be limited as in (i) except that this limit shall not apply to losses attributable to (a) willful or intentional misconduct or (b) bodily injury, death or damage to tangible real or tangible personal property proximately caused by negligent acts or omissions. In addition, this limit shall not apply to any Service Level Credits assessed against the Company and charges paid or owed by, or reimbursements/credits of overpayments of such charges to, Customer shall not be counted toward the liability caps.

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SECTION A- GLOBAL MARKETS (Cont.)**Missouri Public
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- (iii) The limits established by (i) and (ii) are independent of each other and the liability limitation under one shall not relate in any way to the other.
- (iv) In lieu of Section 3.1.3(C), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, COLLATERAL, RELIANCE, PUNITIVE OR SPECIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, USE, GOODWILL OR SAVINGS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, INDEMNITY WARRANTY, STRICT LIABILITY, TORT, INCLUDING NEGLIGENCE OF ANY KIND, WITH REGARD TO THE SERVICES OR OTHER CONDUCT UNDER THIS SNA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (v) Customer and the Company agree to indemnify, defend, and hold harmless the other from and against any and all losses associated with any claim or action brought against such other party by a third party arising from or in connection with (a) willful or intentional misconduct by the indemnifying party, or (b) bodily injury or death of a person or loss or damage to tangible real or tangible personal property to the extent such losses were proximately caused by the indemnifying party's negligent or willful acts or omissions in connection with the provision or use of Services.

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SECTION A- GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)****6.2. Special Network Arrangement No. 1918 (Cont'd)****6.2.4. Terms and Conditions (Cont'd)****(W) Limitation of Liability (Cont'd)**

- (vi) If Service(s) is terminated because it does not meet established Service quality levels, the total aggregate liability of the Company shall be limited to (a), subject to subsection (vii) below, fifteen percent (15%) of the Rates and Charges (excluding Taxes and other charges passed through to Customer under subsection (N)) for the month in which such breach occurred, less any credits Customer already has received for such breach; and (b) the actual installation costs paid by Customer to any carrier to which Customer is migrating the terminated Service(s) (excluding any other costs incurred by Customer in connection with such migration, including any legal, consulting or other expenses associated with the selection of a new provider or the preparation and negotiation of an agreement with such provider) which costs shall not exceed two million dollars (\$2,000,000) in the aggregate over the Term.
- (vii) Credits for Service(s) not meeting established Service quality levels shall not exceed five percent (5%) of the Rates and Charges under this SNA (excluding Taxes and charges flowed-through under subsection (N) of this SNA) incurred during any rolling twelve (12) month period ("Annual Rolling Cap"). If such credits meet or exceed during any twelve (12) month period the Annual Rolling Cap, Customer may terminate the SNA under Section Q of this SNA.

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SECTION A- GLOBAL MARKETS (Cont.)**Missouri Public
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- (i) Section 3.2.6(E) does not apply to this SNA.
- (ii) Customer and the Company agree to indemnify, defend, and hold harmless the other from any and all losses and threatened losses associated with third party claims to the extent they arise from or in connection with a breach or alleged breach of such third party's Intellectual Property Rights by the indemnifying party. Neither the Company nor Customer shall be obligated to indemnify the other to the extent that the acts or omissions of its subcontractors, Authorized Users or other service providers infringe upon or misappropriate the Intellectual Property Rights of a third party. In the event any materials, equipment or software provided by the Company or the Customer that are necessary to provide or use the Services are found to infringe upon Intellectual Property Rights or the continued use of the above is enjoined, the entity that caused the harm, at its expense and in the least disruptive manner feasible shall:
 - (a) obtain the right to continue use;
 - (b) modify the item(s) in question so there is no infringement (provided that such modification does not adversely affect Company's intended use as contemplated herein or its ability to meet Service level requirements); or
 - (c) replace the item(s) with a non-infringing item(s).

If neither (a) nor (b) nor (c) is commercially feasible, then the Company shall (a) discontinue providing the affected Services to Customer, (b) refund to Customer any charges for non-usage based Services paid in advance of the rendering thereof, and (c) reimburse Customer for the difference between what Customer would have paid the Company for the affected Service and the amount actually paid by Customer to an alternative vendor (provided, Customer shall use all commercially reasonable efforts to mitigate and minimize such amounts).

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SECTION A- GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)****6.2. Special Network Arrangement No. 1918 (Cont'd)****6.2.4 Terms and Conditions (Cont'd)****(X)(ii) Indemnification (Cont'd)**

Either party's total liability under this subsection, in any year, shall be limited to forty percent (40%) of invoiced Rates and Charges (excluding taxes and other charges passed through to Customer under Section 6.2.4(N) of this SNA) for the three (3) months preceding the date of the assertion of the last claim in such year.

(Y) Warranty

Section 3.1.3 (B) shall not apply to this SNA. The following language shall apply instead: EXCEPT FOR ANY EXPRESS WARRANTIES THAT MAY BE MADE IN APPLICABLE TARIFFS OR IN ANY WRITTEN AGREEMENT EXECUTED BY THE PARTIES, COMPANY EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(Z) Duty to Mitigate

The Customer and the Company shall use all commercially reasonable efforts to mitigate any damages it may suffer in connection with a breach of obligations under the Company's Tariffs or this SNA.

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The Company shall engage in mutually agreed activities to assure Year 2000 Compliance. If the Company fails to complete successfully these activities in the time frame agreed with Customer or if such activities reveal that the Company's network is not Year 2000 Compliant as of September 30, 1999, and the Company fails to cure such failure or non-compliance within 30 days of the applicable due date, Customer may, in its sole discretion and as its sole and exclusive remedy, terminate all of its services without liability. On and after January 1, 2000, if the Company fails to provide Service(s) meeting established quality levels and such failure is attributable to the failure of the Company's network or equipment to be Year 2000 Compliant, Customer's sole and exclusive remedy shall be Service Level Credits.

(BB) Confidentiality

(1) The Company and Customer shall keep in strict confidence and shall not disclose to any person (other than employees or professional advisers who need to know the information) any Confidential Information (whether written or oral) of the other party, its Authorized Users or Affiliates, subcontractors or service providers ("Interested Entities") without the prior written consent of such Interested Entity. This obligation does not apply to information which:

- (a) is in the public domain or comes into it other than by violation of this Tariff or by breach of an agreement of the Customer and Company;
- (b) is rightfully obtained from other parties without restriction;
- (c) can be shown to have been already lawfully in the possession of the receiving party or independently developed by it prior to the disclosure; or
- (d) is developed independently by the receiving party without use of confidential information; or

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(BB)(i) Confidentiality (Cont'd)

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- (e) is obtained from a third party who is free to divulge the same; or
- (f) is disclosed in response to an order or request from a court, the FCC, or other regulatory body with jurisdiction over the Company or Customer, provided however that the Company or Customer shall first have been given reasonable notice and opportunity to object to the order or request and/or to obtain a protective order covering the confidential information to be disclosed.

This obligation survives the expiration or termination of Service for a period of five (5) years.

- (ii) The Company and Customer shall not use Confidential Information for any purpose other than for performance of its duties and obligations related to the Services.
- (iii) Notwithstanding Section 6.2.4 (BB)(i), the Company or Customer may disclose Confidential Information to:
 - (a) its employees and consultants, and the employees and consultants of its Affiliates, subcontractors and service providers on a need-to-know basis; *provided that the Party has taken commercially reasonable steps to ensure that such Confidential Information is kept strictly confidential consistent with the confidentiality obligations imposed hereunder, including instructing such employees or consultants not to sell, lease, assign, transfer, use outside their scope of employment or reveal any Confidential Information in violation of this Section 6.2.4 (BB);*
 - (b) legal counsel;
 - (c) employees, agents and representatives of the Party with proprietary interest in such information;

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6.2. Special Network Arrangement No. 1918 (Cont'd)6.2.4. Terms and Conditions (Cont'd)(BB)(iii) Confidentiality (Cont'd)Missouri Public
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- (d) Customer's Authorized Users, on a need-to-know basis, and provided the Authorized User executes a non-disclosure agreement substantially in a form agreed by the Customer and Company; and
- (e) subject to the prior written consent of the Interested Entity with proprietary interest in such information (which consent shall not be unreasonably withheld), other persons (including contractors, landlords or facility managers) in need of access to such information for purposes specifically related to a Party's exercise of its rights or performance of its responsibilities under this SNA, provided that the Party disclosing Confidential Information under this Subsection shall require the execution by the other person of a non-disclosure agreement as described in (d) above.

(CC) Intellectual Property Rights

- (i) Each Party retains the right to use for other purposes the knowledge, experience, ideas, concepts, know-how and techniques developed by such Party in the course of providing or receiving Services under this SNA, except to the extent that such use infringes upon the Intellectual Property Rights of the other Party, its Affiliates, subcontractors or service providers, or the Authorized Users or discloses Confidential Information about such other Party. Except as expressly specified in this SNA, nothing in this SNA or the Company Tariff shall be deemed to grant to one Party, by implication, estoppel or otherwise, license rights, ownership rights or any other intellectual property rights in any materials owned by the other Party or any Affiliate, Authorized User, subcontractor or service provider of the other Party.

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- (ii) Company and Customer represent and warrant that they shall perform their responsibilities under this SNA in a manner that does not infringe, or constitute an infringement or misappropriation of, the Intellectual Property Rights of any third party; *provided, however*, that the performing Party shall not have any obligation or liability to the extent any infringement or misappropriation is caused by (a) modifications made by the other Party or its contractors, subcontractors or service providers, (b) the other Party's combination of the performing Party's work product or materials with items not furnished or specified by the performing Party, (c) a breach of this SNA by the other Party, or (d) third party software not provided under or in connection with this SNA, except to the extent that such infringement or misappropriation arises from the failure of the performing Party to satisfy its obligations under this SNA to obtain the necessary licenses or required consents or to abide by the limitations of the applicable third party software license.

(DD) Assignment

Neither the Company nor Customer may assign its obligations under the Company's tariffs or this SNA without the prior written consent of the other, granted in the entity's sole discretion, unless to an Affiliate that assumes such obligation in writing and assignor retains responsibility for the performance of such assignment.

(EE) Savings Clause

Either the Customer's or the Company's failure to perform its obligations under this SNA (including Company's failure to meet agreed Service quality levels) or under the Company's Tariff(s) will be excused if and to the extent the failure is caused by the willful misconduct of the other party (or its employees, representatives, agents or contractors) or by the other party's failure to perform its obligations.

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6.2. Special Network Arrangement No. 1918 (Cont'd)**6.2.5. Definitions**

Additional Service: A service that is materially different from or in addition to the scope of the Services provided for and priced under this SNA.

Affiliate: Any entity, other than a subcontractor or service provider that is directly or indirectly controlling, controlled by or under common control of Customer or the Company.

Authorized User: A person, firm, corporation or any other entity approved by the Customer to use the Service furnished to Customer and as to which Customer and Company have executed a writing as to the specific services to be provided such entity under this SNA.

Availability: The number of hours in each specified time period that a system is to be available for access by Customer or an Authorized User at the Service levels agreed between the parties, less the cumulative duration of all Interruptions of the relevant Service at the relevant Installation Site(s) in that same time period.

Business Day: A week day, excluding federal holidays.

Business Hours: The usual and customary hours worked at an installation site during any Business Day.

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6.2.5. Definitions (Cont'd)

Confidential Information: Means (a) all information marked confidential, restricted, or proprietary by either Party or by their respective Affiliates, Authorized Users, subcontractors or service providers; (b) non-public business information which is competitively sensitive or has commercial value, such as customer lists, customer information, account information, research information, business plans, financial reports and marketing plans, network designs, optimization recommendations and plans/specifications for customized products or services that are specially designed, developed, prepared or compiled by Company for Customer, the identity, location and configuration of circuits, equipment, and networks provided by Company and dedicated to Customer, and the Methods and Procedures Manual, as well as, in the case of Customer (its Authorized Users and Affiliates), non-public information pertaining to individual users of the Services, including personal account numbers, personal identification numbers, and social security numbers of any such Person obtained by Company from any source in the course of providing the Services, and in the case of Company (its Affiliates, subcontractors and service providers), software, tools and methodologies, that Customer or the Authorized Users may obtain from any source in connection with obtaining the Services; and (c) all discussions, negotiations and proposals from one party to the other related directly to this SNA. As between Company and Customer, all Customer and Authorized User Customer Proprietary Network Information, as that term is or may hereinafter be defined in the Communications Act of 1934, as amended, shall be Customer Confidential Information. "Confidential Information" shall not include information that (a) is already known by the recipient of such information at the time of disclosure, free from any obligation to keep such information confidential; (b) is or becomes publicly known through no wrongful act of the recipient; or (c) is rightfully received by the recipient from a third person without restriction and without breach of this SNA. Information equivalent to that described above that is independently developed by a recipient of Confidential Information without using such Confidential Information shall not be considered Confidential Information for purposes of this SNA.

Contract Year: The Transition Year and consecutive twelve (12) month periods thereafter during the Term of this SNA. The Transition Year shall end on August 31, 1999. Contract Year One shall commence on September 1, 1999 and run through August 31, 2000. Subsequent Contract Years shall commence on each ensuing September 1 during the Term.

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SECTION A- GLOBAL MARKETS (Cont.)**6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)****6.2. Special Network Arrangement No. 1918 (Cont'd)****6.2.5. Definitions Cont'd)**

Customer Premises Equipment or "CPE": shall be as defined in the Telecommunications Act of 1996 (codified at 47 U.S.C. § 153).

Equivalent Service: A Service provided by the Company directly or through an entity other than the Company that has at least equivalent features and functions as the Company Service being substituted and whose rates and charges do not exceed the Rates and Charges for such a Company Service.

Estimated Bill: An invoice sent to Customer that reasonably estimates the total charges due for the period of Service it covers. The Company may provide estimated bills for services provided by service providers (excluding the Company subcontractors), but only if (a) the Company does not know the amount actually due because it has not received a final bill from such service provider and cannot reasonably be expected to know the amount actually due until it receives such final bill; and (b) the Company promptly true up Rates and Charges that are the subject of such estimated bills after the receipt by the Company of the underlying invoice.

Force Majeure Conditions: A *Force Majeure Condition* means a condition beyond the control of the Party claiming excusable delay or other failure to perform (and without the fault or negligence of such Party), including acts of God, acts of a public enemy, acts of any country or of any state, territory or political division thereof, fires, floods, epidemics, riots, civil disorders, rebellions, revolutions, lockouts, labor disputes, theft and quarantine restrictions, but not the acts or omissions of a Party's subcontractors or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a *Force Majeure Condition*.

Installation Site or Site: Any location for which Customer orders one (1) or more Service Elements or Service Element Groups, or to which Company provides one (1) or more Service Elements or Service Element Groups.

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6.2 Special Network Arrangement No. 1918 (Cont'd)**6.2.5 Definitions (Cont'd)**

Intellectual Property Rights: Mean (a) trade secrets, confidentiality, copyrights, moral rights, topography rights, patents, trade marks, service marks, trade or business names, registered designs, design rights, or other proprietary rights in any country, regardless of whether registerable, registered or otherwise; and (b) rights in connection with any of the foregoing, including any applications, registrations or renewals in any country in connection therewith, rights to sue for passing off and equivalent rights.

Interruption: A period of time after the acceptance of a Service by Customer during which the Service fails to meet the applicable Service levels as agreed by the Parties. Because an Interruption constitutes a failure to meet a Service level, it is not necessary that such failure constitute a total loss or discontinuance of service. Interruptions shall not include downtime that is attributable to maintenance either during defined maintenance windows or other scheduled maintenance of which Customer was notified, and to which it consented in writing, in advance; nor shall the Company be responsible for any Interruption to the extent such Interruption is excused or tolled by agreement of the parties. An Interruption begins when the Company is notified or becomes aware of the failure, whichever first occurs. An Interruption ends when (a) the repaired or restored Service (or component thereof) has been restored and returned for use as agreed by the parties, or (b) the interrupted Service is made available to Customer through back-up facilities or work-around arrangements and meets the applicable Service levels (except as and to the extent that Customer has agreed in writing and in advance to accept a lower level of performance in connection with the use of such facilities or arrangements).

Methods and Procedures Manual: A document developed by Company and Customer that details the procedures that will govern the provision of Services under this SNA, such as service orders, scheduling, communication and coordination, procedures for consultation and prioritization of repairs, the manner and form in which Company shall report acceptance test results to Customer, inquiries concerning the status of reported Interruptions and Service Delays, training, billing, dispute resolution and escalation and similar matters relating to the administration of this SNA.

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6.2 Special Network Arrangement No. 1918 (Cont'd)**6.2.5 Definitions (Cont'd)**

Party: The Company or Customer.

Rates and Charges: The rates and charges for the Services, as modified from time to time as permitted under or required by this SNA or as agreed by Customer and Company.

Service Delay: A delay in the implementation, completion, delivery, deletion, move, or modification of any Service beyond the Scheduled Service Date.

Service Element: Each unit of Service, which items or units collectively comprise a Service or Service Element Group.

Service Element Group: A defined set of one or more Service Elements.

Service Level Credit: A credit issued by the Company to the Customer for the failure of a Service to meet the applicable Service levels as agreed by the Parties.

Service Request: In lieu of Section 3.2.1, an order for Service in a form and pursuant to procedures agreed between the Parties.

Services: The telecommunications services provided to Customer by the Company pursuant to this SNA.

Service Upgrade: Any revision, improvement, enhancement, modification or addition to a Service (including increases in functionality or improvements in performance) that is developed by or for Company (or a subcontractor or service provider of Company) and is offered by Company to multiple Company commercial customers with comparable or lower service volumes purchasing the same service in an applicable service territory (or implemented by Company in its networks) without charge to such other customers.

Site Year: A consecutive twelve (12) month period during which the applicable Site is in service. Site Year 1 shall commence on the initial date a Site is in service. Subsequent Site Years shall commence on the anniversary of such initial date.

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Taxes: Include all current or subsequently imposed duties and sales, use, transfer, value-added, service, gross receipts, excise, withholding and similar taxes that are lawfully levied on the Company or its appointed subcontractor(s) or service provider(s) by a duly constituted taxing authority against or upon the Services or related equipment, or that the Company or its appointed subcontractor or service provider are required by law to level or withhold with respect to such Services.

Year 2000 Compliant or Year 2000 Compliance: With regard to the Company's network, means that the network shall consistently process date information representing dates before, during, and after January 1, 2000, including recognizing the Year 2000 as a leap year, without causing any degradation in the performance of the network unless caused by the failure of Customer-provided equipment, software, or firmware.

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