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**INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

**OF MISSOURI**

**SONIC TELECOM, LLC**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunication services within the state of Missouri by Sonic Telecom, LLC ("Sonic"). This tariff is on file with the Missouri Public Service Commission. Copies may be inspected, during normal business hours, at the following locations:

Sonic Telecom, LLC  
2260 Apollo Way  
Santa Rosa, CA 95407  
(707) 522-1000

or

Missouri Public Service Commission  
200 Madison Street, Suite 650  
Jefferson City, MO 65101-3254

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**LIST OF WAIVED STATUTES AND REGULATIONS**

Sonic Telecom, LLC is classified as a competitive telecommunications company in the State of Missouri for which the following statutory and regulatory requirements are waived:

**STATUTES**

392.210.2	- Uniform System of Accounts
392.240.1	- Rates-Rentals-Service & Connections
392.270	- Valuation of Property (Ratemaking)
392.280	- Depreciation Accounts
392.290	- Issuance of Securities
392.300	- Transfer of Assets and Acquisition of Stock
392.310	- Issuance of Securities
392.320	- Stock Dividend Payment
392.330	- Issuance of Securities, Debts and Notes
392.340	- Reorganizations

**COMMISSION RULES**

4 CSR 240-3.550(4)	Held Orders
4 CSR 240-3.550(5)(A)	Quality of Service Reports
4 CSR 240-10.020	Depreciation Fund Income
4 CSR 240-30.040	Uniform System of Accounts
4 CSR 240-32.060	Engineering and Maintenance
4 CSR 240-32.070	Quality of Service
4 CSR 240-32.080	Service Objectives and Surveillance Levels
4 CSR 240-33.040(1 – 3) and (5 – 10)	Billing and Payment Standards
4 CSR 240-33.045	Appearance of Charges on Bills
4 CSR 240-33.080(1)	Company name and number on bills
4 CSR 240-33.130(1), (4) and (5)	Operator Service Requirements

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**EXPLANATION OF SYMBOLS**

The following symbols are used for the purposes indicated below:

- (C) - To signify changed listing, rule, or condition that may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule, or condition.
- (I) - To signify an increase.
- (M) - To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (R) - To signify a reduction.
- (S) - To signify reissued material.
- (T) - To signify change in wording of text but not change in rate, rule, or condition.

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**TARIFF FORMAT**

- 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 is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the customer's location to a Company switching center or point of presence.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable Company to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Company and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

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

**Call** - A completed connection established between a calling station and one or more called stations.

**Company**— Sonic Telecom, LLC, unless otherwise clearly indicated by the context.

**Commission** – Refers to the Missouri Public Service Commission.

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

**LEC** - Local Exchange Company.

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

**MOU** - Minutes of Use.

**Non-Recurring Charge (“NRC”)** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**Service** - Any means of service offered herein or any combination thereof.

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

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

The Company's services and facilities are furnished for communications within the State of Missouri under terms of this tariff.

The Company undertakes to provide the services offered in this tariff in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

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

**2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.3 Use**

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



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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Liabilities of the Company**

- 2.4.1** Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special rules and regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- 2.4.2** The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.4.3** The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, terrorist acts, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.4.4** The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.4.5** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Liabilities of the Company, (Cont'd.)**

- 2.4.6** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.4.7** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.4.8** The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- 2.4.9** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays.
- 2.4.10** The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- 2.4.11** The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.4.12** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Liabilities of the Company, (Cont'd.)**

**2.4.13** The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Deposits**

The Company does not collect deposits.

**2.6 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one (1) month's charges for the service or facility, and additional one (1) month advance payment may be required for each subsequent month. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest.

**2.7 Government Taxes, Fees and Surcharges**

Any federal, state, local government and or regulatory taxes, fees and/or surcharges, will be itemized on a Customer's bill and will be clearly identified. Examples of such federal charges include, but are not limited to: Federal Universal Service Fund, city and county taxes, city franchise fee, Missouri Universal Service Fund and 911 taxes and fees. Only those taxes, fees and surcharges authorized by federal, state and/or local governments may be itemized in this section on the bill. Any other fees and surcharges will be clearly distinguished in another section of the bill.

**2.7.1 Missouri Universal Service Fund**

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key system, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

**2.9 Installation**

Service is installed upon mutual agreement between the Customer and the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Payment for Service and Billing Disputes**

- 2.10.1** The Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at the Customer's station. Services which are fraudulently obtained without the Customer's involvement will be investigated and the Carrier and the Customer will cooperate in the resolution of such charges. Upon nonpayment of any sum due or upon a violation of any of the conditions governing the furnishing of service, the Carrier may discontinue furnishing said service as provided for in this tariff.
- 2.10.2** The Company will promptly investigate all disputed charges and shall report its findings and disposition to the Customer. Nothing in this Section limits the Customer's right as provided by statute to contest charges.
- 2.10.3** If any portion of the payment is delinquent, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent re-billing of any amount to which a late payment charge has already been applied. Late payment charges will be applied without discrimination.
- 2.10.4** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company will require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 180 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- 2.10.5** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Missouri Public Service Commission, 200 Madison Street, Suite 650, Jefferson City, MO 65101-3254
- 2.10.6** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

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

**2.11 Cancellation by Customer**

Customer may cancel service by providing verbal or written notice to the Company.

**2.12 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates, and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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

**2.13 Refusal or Discontinuance by Company**

**2.13.1** The Company may suspend/disconnect, initiate toll blocking or refuse service for any of the following reasons:

- A. The Customer requests it;
- B. The service has been abandoned by the Customer;
- C. The Customer violates any rule of the Company, and such violation adversely affects the safety of the Customer or other persons, or the integrity of the telecommunications system;
- D. A dangerous condition exists on the Customer's premises;
- E. The Customer obtains or attempts to obtain any telecommunications service through any fraudulent means with the intent to avoid payment, in whole or in part, of the normal charge for such service;
- F. The Company can reasonably show that the subscriber misrepresented his or her identity for the purpose of obtaining telecommunications service;
- G. The Customer refuses to grant provider's personnel access, during normal working hours, to telecommunications equipment installed upon the premises of the subscriber for the purpose of inspection, maintenance or replacement;
- H. Non-payment of an undisputed delinquent bill;
- I. The Customer fails to provide requested credit information prior to establishment, or within the first 30 days of service;
- J. Acts of the Customer or other customers at the service address are such as to indicate an act or intention to deceive, mislead, misrepresent, or defraud the provider, regardless of the class of service involved.



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

**2.13 Refusal or Discontinuance by Company**

**2.13.2** The Company will give the Customer at least ten (10) calendar days written notice from the date the suspension/disconnection notice is mailed before suspending/disconnecting service except that suspension/disconnection may be immediate if it is the Customer's request or abandonment, involves a dangerous condition, adversely affects the safety of the Customer or other persons, or involves unauthorized interference with or fraudulent use of services.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.14 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the customer has the option of using the long distance network via local exchange company access.

**2.15 Inspection, Testing, and Adjustment**

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.16 Return Check Charge**

The Company reserves the right to assess a charge of \$25.00, or the maximum amount allowed by law (whichever is less), whenever a check or draft present for payment of service not accepted by the institution upon which it is written.

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**SECTION 3 – SERVICE DESCRIPTION AND RATES****3.1 General**

The Company's interexchange services are offered only in conjunction with the Company's Bundled Local Exchange Services set forth in Sonic Telecom, LLC's Missouri Tariff No. 2. Where unlimited interexchange calling is provided as part of a Bundled Local Exchange Service offering, the monthly recurring rate is included in the price of the Bundled Local Exchange Service contained in Missouri Tariff No. 2. The rates for interexchange services billed on a usage-sensitive basis are set forth in this tariff.

**3.1.1 Timing of Calls**

- A.** Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- B.** Minimum call duration is specified for each product..
- C.** Unless otherwise specified in this tariff, after the initial minimum period, usage is measured and rounded to the next higher minute for billing purposes.

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**SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)****3.2 Business Single Line Bundle Long Distance Usage**

Business Single Line Bundle Long Distance Usage is an outbound long distance calling plan available to business customers who subscribe to the Business Single Line Bundle local service plan. Usage is billed in one minute increments.

Per Minute Usage Charge                      \$0.01

**3.3 Business 2-Line Bundle Long Distance Usage**

Business 2-Line Bundle Long Distance Usage is an outbound long distance calling plan available to business customers who subscribe to the Business 2-Line Bundle local service plan. Usage is billed in one minute increments.

Per Minute Usage Charge                      \$0.01

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**SECTION 4 – SPECIAL ARRANGEMENTS****4.1 Individual Case Basis (ICB) Arrangements**

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer, or prospective Customer, for service that falls within this Special Arrangements section. Rates developed in response to such requests may be different for tariffed service than those specified for such service in this tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

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

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**SECTION 5 - PROMOTIONAL OFFERINGS****5.1 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

**5.2 Special Promotions**

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Missouri Corporation Commission prior to the effective date of any promotional offering.