

**SCHEDULE OF RATES AND CHARGES
TOGETHER WITH RULES AND REGULATIONS
APPLICABLE TO TELEPHONE SERVICE
PROVIDED IN THE TERRITORY SERVED BY THE
ROCK PORT TELEPHONE COMPANY
WITHIN THE STATE OF MISSOURI AS FOLLOWS:**

**ROCK PORT
SOUTH HAMBURG
WATSON**

GENERAL AND LOCAL EXCHANGE TARIFF

The following statutory provisions do not apply to the Company per §392.420 RSMo:

A. Statutes

Section 392.210.1 RSMo – Accounting Requirements (System of Accounting)
Section 392.240.1 RSMo – Rates and Charges
Section 392.270 RSMo – Valuation of Property
Section 392.280 RSMo – Depreciation
Section 392.290 RSMo – Issuance of Stocks, Bonds and Other Indebtedness
Section 392.300 RSMo – Transfer of Property
Section 392.310 RSMo – Approval of Issuance of Stocks, Bonds, or Other Indebtedness
Section 392.320 RSMo – Certificate of Approval for Dividends
Section 392.330 RSMo – Account for Disposition of Proceeds
Section 392.340 RSMo – Reorganization

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GENERAL RULES AND REGULATIONS

3. General Rules and Regulations

3.1 Application

The rules and regulations specified herein apply to the intrastate services and facilities of the Company. Failure on the part of the subscribers to observe these tariff rules and regulations of the Company, and/or the Company's terms and conditions, acceptable use policy, privacy policy, or DMCA policy, which are published on the Company's website, after due notice of such failure, automatically gives the Company the authority to discontinue the furnishing of service.

In the event of a conflict between any rate, rule, regulation or provision contained in these General Rules and Regulations and any rate, rule, regulation or provision contained in the specific tariffs of a particular service, the rate, rule, regulations or provision contained in the specific tariffs for that service shall prevail.

3.2 Explanation of Symbols

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate or new treatment resulting in an increased rate.
- (N) Signifies a new rate, treatment or regulation.
- (R) Signifies a reduced rate or new treatment resulting in a reduced rate.
- (T) Signifies a change in text but no change in rate, treatment or regulation.
- (M) Material moved to another part of the tariff without change.

GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.3 Use of Service and Facilities

A. Abuse or Fraudulent Use of Service

Local exchange service is furnished subject to the conditions that there will be no abuse or fraudulent use of the service. The Company may disconnect service which is used in such a manner as listed below. In case of such disconnection, the Company will immediately attempt to notify the customer.

Abuse or fraudulent use of service includes, but is not necessarily limited to, the following:

1. The use of service used in such a manner as to interfere with the service of other telephone users.
2. The use of service for any purpose other than as a means of communication.
3. Tampering with company equipment for the purpose of obtaining service without payment of charges applicable to the service rendered by the Company or other telecommunications providers using the Company's facilities.
4. The use of profane or obscene language.
5. The impersonation of another individual with fraudulent or malicious intent.
6. The use of service which is objected to by or on behalf of any governmental authority on the grounds that such service is or is to be used for illegal purposes.

3.4 Charges for Damages

In situations where impairment or interruption of service is caused by tampering with Company wiring or equipment, the customer instigating such tampering or the person causing the damage will be billed the full cost of labor and materials required to reestablish normal service.

GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.5 Obligation and Liability of Company

A. Liability of Company

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the customer shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur in excess of 48 hours after notification has been made.
2. The Telephone Company will not be liable for any consequential, incidental or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental and indirect damages include, but are not limited to lost projects, lost revenues and loss of business opportunity, whether or not the Telephone Company was aware or should have been aware of the possibility of these damages.
3. The customer indemnifies and saves the Company harmless against the following:
 - (a) Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
 - (b) Any defacement or damage to the customer's premises, resulting from the existence of the Company's facilities for example, demarcation point and drop on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
 - (c) Any accident, injury or death occasioned by its equipment or facilities when such is not due to negligence of the Company.

GENERAL RULES AND REGULATIONS

3. General Rules and Regulations (Cont'd)

3.5 Obligation and Liability of Company (Cont'd)

A. Liability of Company (Cont'd)

- (d) Claims for libel, slander or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
- (e) Liability for failure to provide service.
- (f) Liability for telephone directories except as outlined in this tariff.

LOCAL EXCHANGE SERVICE

4. Local Exchange Service

4.1 Description

Local exchange service provides for unlimited calling within the boundaries of the Rock Port, South Hamburg, and Watson exchanges as they are shown on the maps contained in this tariff.

4.2 Rates

Applicable taxes levied by state, county and local regulatory agencies and taxing authorities are in addition to the rates set forth below.

A. Local Rates

Local rates for Residential and Business services are available at the Company's Website:

www.rptel.net

B. Bundles

Rates and descriptions of the Company's new bundled service offerings are available at the Company's website:

www.rptel.net

C. Promotions

From time to time, the Company may elect to offer special promotions to its customers. For example, these promotions may consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service. Specific promotions for local services and bundles are available at the Company's website:

www.rptel.net

LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.3 Lifeline Service

Lifeline Service is a government benefit program established by the Federal Communications Commission (FCC) and Missouri Public Service Commission (Commission) and is available to qualifying low-income subscribers for certain residential telecommunications services. The terms and conditions of Lifeline service, including monthly discount amounts, are set forth in rules established by the FCC and Commission and available at the Company's office.

In addition, the terms and conditions of Lifeline service are available on the Company's website as follows:

www.rptel.net

4.4 Disabled Service

Disabled Service is a government benefit program established by the Missouri Public Service Commission (Commission) as part of the Missouri Universal Service Fund (MoUSF). It is a residential retail service that offers a qualifying disabled customer reduced charges for certain telecommunications services. The terms and conditions of disabled service, including monthly discount amounts, are set forth in rules established by the Commission and available at the Company's office.

In addition, the terms and conditions of Disabled Service are available on the Company's website as follows:

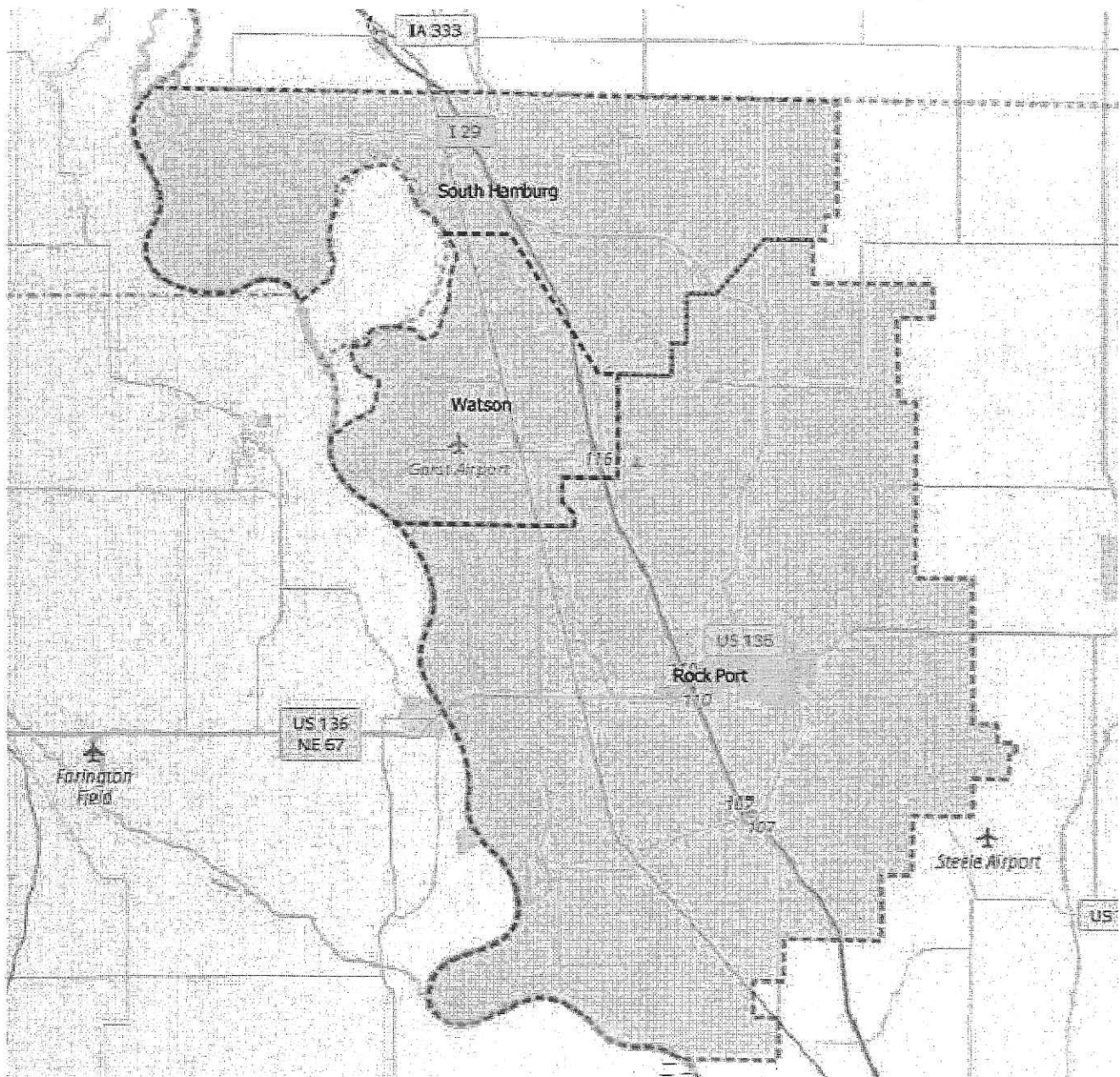
www.rptel.net

LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.5 Exchange Area Maps

OVERVIEW OF SOUTH HAMBURG, WATSON AND ROCK PORT EXCHANGES

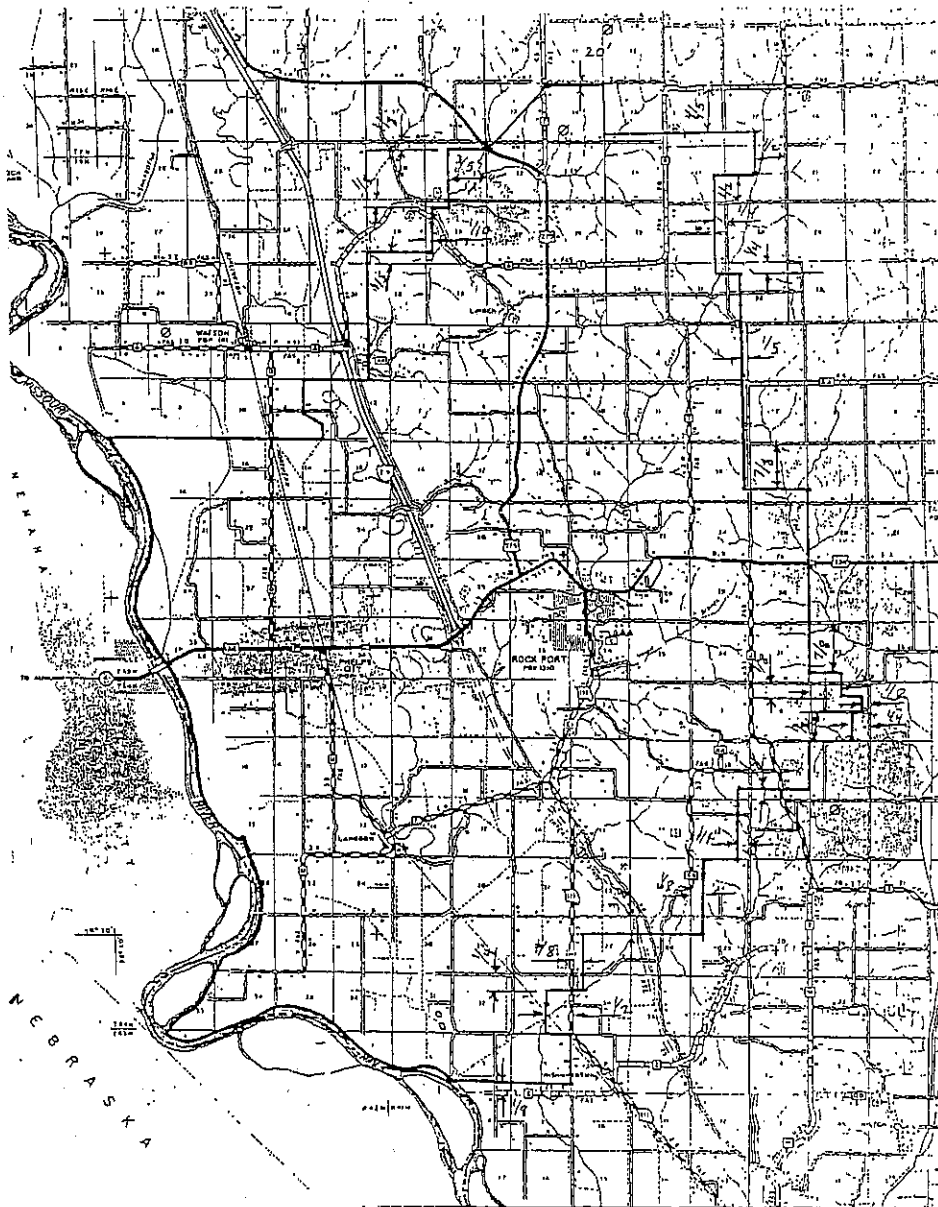


LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.5 Exchange Area Maps

ROCK PORT EXCHANGE AREA MAP

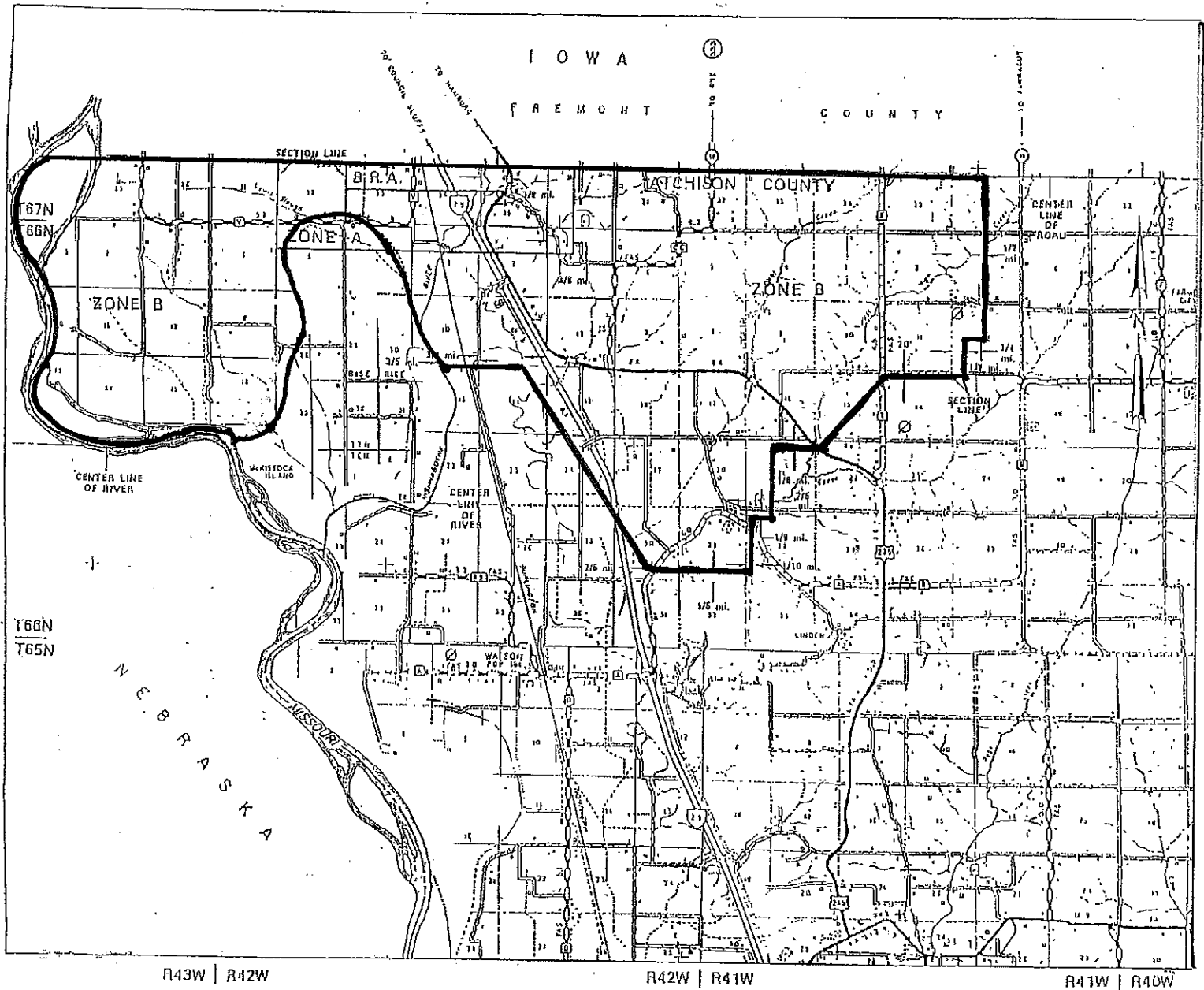


LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.5 Exchange Area Maps

SOUTH HAMBURG EXCHANGE AREA MAP



Issued: November 29, 2018

Rock Port Telephone Company
Michael Goins
P.O. Box 147
Rock Port, MO 64482

Effective: January 1, 2019

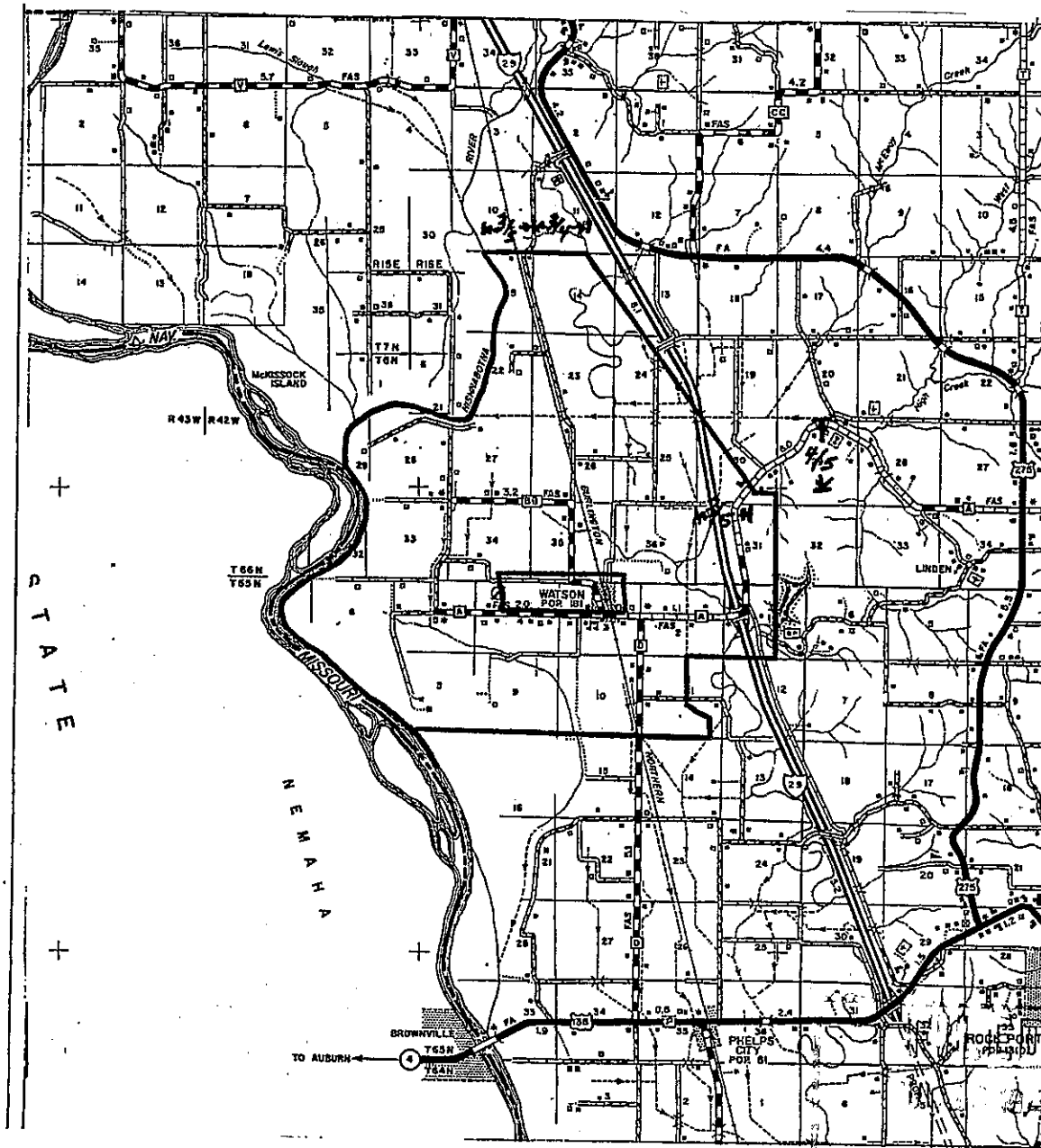
FILED
Missouri Public
Service Commission
JI-2019-0102

LOCAL EXCHANGE SERVICE

4. Local Exchange Service (Cont'd)

4.5 Exchange Area Maps

WATSON EXCHANGE AREA MAP



ACCESS TARIFF CONCURRENCE

5. Access Services

Access Tariff Concurrence

Access services are those services which are described in the Access Services Tariff of Mark Twain Rural Telephone Company. These services are offered by the Company to intrastate interexchange customers (ICs) in accordance with the rules and regulations specified in the Access Services Tariff of Mark Twain Rural Telephone Company and approved by the Missouri Public Service Commission, and in any amendments thereto and authorized by the Missouri Public Service Commission or applicable law. The Company does not concur in the rates for access services of Mark Twain Rural Telephone Company. Rates for these services are set out in the following pages of this tariff.

Provision of Services

The Company, to the extent that such services are or can be made available with reasonable effort and after provisions have been made for the Company's telephone exchange services, will provide to an intrastate IC, upon reasonable notice, services of the type offered in Mark Twain Rural Telephone Company's Access Services Tariff pursuant to the terms and conditions specified therein and at the rates specified in the following pages of this tariff. The Company's concurrence in Mark Twain Rural Telephone Company's Access Services Tariff shall not be construed or deemed a representation that all services and service components described therein are available from the Company.

Cancellation Rights

The Company reserves the right to cancel and make void the above concurrence statement, subject to requirements as may be ordered by the Missouri Public Service Commission, at any and such time as it appears that such cancellation is in the best interest of the Company and/or its customers.

ACCESS TARIFF CONCURRENCE

5. Intrastate Access Services (Cont'd)5.1 Rates and Charges5.1.1 Carrier Common Line Access ServiceRate

(A) Intrastate

Carrier Common Line Access,
per minute

- Originating	\$0.01004
- Terminating	\$0.000000

5.1.2 Switched Access Service(A) Local Transport – InstallationPer Entrance Facility

- Voice Grade Two-Wire	**
- Voice Grade Four-Wire	**
- High Capacity DS1	**
- High Capacity DS3	**

(B) Local Transport – Premium Access1. Entrance FacilityPer Termination

- Voice Grade Two-Wire	**
- Voice Grade Four-Wire	**
- High Capacity DS1	**
- High Capacity DS3	**

2. Direct TrunkedTransport

a. Direct Trunked Facility

Per Mile

- Voice Grade Two-Wire	**
- Voice Grade Four-Wire	**
- High Capacity DS1	**
- High Capacity DS3	**

b. Direct Trunked Termination

Per Termination

- Voice Grade Two-Wire	**
- Voice Grade Four-Wire	**
- High Capacity DS1	**
- High Capacity DS3	**

**The Company concurs with the rates of NECA's Tariff FCC No. 5 for this element, which can be viewed at https://www.neca.org/Tariff_5_Landing_Page.aspx

ACCESS TARIFF CONCURRENCE

5. Intrastate Access Services (Cont'd)5.1 Rates and Charges (Cont'd)5.1.2 Switched Access Service (Cont'd)(B) Local Transport - Premium Access (Cont'd)Rate3. MultiplexingPer Arrangement

- DS-1 to Voice

**

- DS-3 to DS-1

**

4. Tandem Switched Transporta. Tandem Switched Facility- Per Originating Access Minute
Per Mile

\$0.000402

- Per Terminating Access Minute
Per Mile

**

b. Tandem Switched Termination- Per Originating Access Minute
Per Termination

\$0.010282

- Per Terminating Access Minute
Per Termination

**

c. Tandem Switching- Per Originating Access Minute
Per Tandem

\$0.005272

- Per Terminating Access Minute
Per Tandem

**

(C) End OfficePremium Access1. Local Switching

- originating

\$0.019880

- terminating

**

2. Reserved for Future Use3. Information Surcharge

(Per 100 Access Minutes)

-originating

N/A

-terminating

**

**The Company concurs with the rates of NECA's Tariff FCC No. 5 for this element, which can be viewed at
https://www.neca.org/Tariff_5_Landing_Page.aspx

ACCESS TARIFF CONCURRENCE5. Intrastate Access Services (Cont'd)5.1 Rates and Charges (Cont'd)5.1.2 Switched Access Service (Cont'd)Rate per
Access
Minute

(D) Reserved for Future Use

(E) Toll VoIP-PSTN Traffic(1) Local Switching(a) Originating,
per Access Minute **(b) Terminating,
per Access Minute **(2) Information Surcharge(a) Per Originating,
Access Minute **(b) Per Terminating,
Access Minute **(3) Tandem Switched Transport(a) Tandem Switched Facility
Per Originating Access
Minute, Per Mile **Per Terminating Access
Minute, Per Mile **(b) Tandem Switched Termination
Per Originating
Access Minute **Per Terminating
Access Minute **

** The Company concurs with the rates, terms and conditions of NECA's Tariff FCC No. 5 for this element, which can be viewed at <https://www.neca.org/member-services/tariff-5>, unless the Company's intrastate switched access rate is less than the interstate rate, in which case the intrastate rate applies. (N)

ACCESS TARIFF CONCURRENCE5. Intrastate Access Services (Cont'd)5.1 Rates and Charges (Cont'd)5.1.2 Switched Access Service (Cont'd)

(F) 8YY (Toll Free) Originating Access Services	<u>Rate</u>	(N)
(1) End Office Switching		
<u>Local Switching</u> (per minute)		
July 1, 2021 – June 30, 2022	\$0.01988	
July 1, 2022 – June 30, 2023	\$0.00994	
After July 1, 2023	\$0.00	
(2) Joint Tandem Switched Transport	**	(N)
(3) Toll Free Data Base Access	**	

** The Company concurs with the rates, terms and conditions of NECA's Tariff FCC No. 5 for this element, which can be viewed at <https://www.neca.org/member-services/tariff-5>

(T)

ACCESS TARIFF CONCURRENCE

5. Intrastate Access Services (Cont'd)5.1 Rates and Charges (Cont'd)5.1.3 Special Access Service

	<u>Monthly Rates</u>	<u>Non Recurring Charges</u>
(A) <u>Channel Termination, per termination</u>		
(1) Voice Grade Channel		
Two wire	\$23.40	\$82.40
Four wire	\$37.45	\$82.40
(2) <u>Metallic Channel</u>		
Two wire	\$15.99	\$80.02
(B) <u>Channel Mileage,</u> (Applies to both Voice Grade and Metallic Channels)		
(1) Channel Mileage Facility		
- Per Mile	\$1.70	None
(2) Channel Mileage Termination	\$31.54	None
(C) <u>Special Access Surcharge</u> - Per Voice Grade Equivalent	\$25.00	None

ACCESS TARIFF CONCURRENCE5. Intrastate Access Services (Cont'd)5.1 Rates and Charges (Cont'd)5.1.3 Special Access Service (Cont'd)

	<u>Monthly Rates</u>	<u>Non Recurring Charges</u>
<u>(D) Optional Features & Functions</u>		
(1) Central Office Voice Bridging Capability Two-wire or Four-wire per port	\$4.03	None
(2) Conditioning, C-Type, per termination	\$6.01	None
(3) Improved Return Loss for Effective Two-Wire or Four-Wire Transmission, per termination	\$1.78	None
(4) Data Capability, per termination	\$1.34	None
(5) Signaling Capability, per termination	\$13.87	None
(6) Selective Signaling Arrangement, per arrangement	\$14.83	None

* The Channel Termination rate includes non-chargeable Channel Interfaces as set forth in 7.1.4.

ACCESS TARIFF CONCURRENCE

5. Intrastate Access Services (Cont'd)5.1 Rates and Charges (Cont'd)5.1.3 Billing and Collection Service

	<u>Rates</u>
(A) Recording, per customer message	\$0.0250
(B) Provision of Message Detail, per message	ICB
(C) Magnetic Tape, per tape	\$17.48
(D) Rating Service, per message	\$0.0134
(E) Bill Processing Svc., per message	\$0.0459
(F) Special Billing Service, per bill	\$0.82
(G) Data Transmission, per message	\$0.0084
(H) Provision of Sample Message Data, per record processed	\$0.0023
(I) Program Development Basic per hour	\$57.74
Premium per hour	\$80.07
(J) Message Billed Service, in which one or more messages or message service related rate elements are billed, per bill rendered to a customer end user account per month	\$0.2016

ACCESS TARIFF CONCURRENCE5. Intrastate Access Services (Cont'd)5.1 Rates and Charges (Cont'd)5.1.5 Miscellaneous Services

	<u>Basic time, scheduled working hours</u>	<u>Overtime, outside scheduled working hours</u>
(A) Additional Engineering Periods		
Per engineer, 1/2 hour or fraction thereof,	\$17.32	\$20.55
(B) Additional Labor		
Per technician, 1/2 hour or fraction thereof,	\$14.15	\$19.05
(C) Maintenance of Service		
Per technician, 1/2 hour or fraction thereof,	\$14.15	\$19.05
(D) Programming Services		
Per programmer, 1/2 hour or fraction thereof,	\$28.87	\$40.04
(E) Presubscription		
Per line per request	\$5.00	N/A
(F) Operator Transfer Service		
Per call transferred	\$0.30	N/A

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

6. Universal Emergency Number Service (911)

6.1 Description

A. General

1. Enhanced Emergency Number Service, also referred to as E911 Service, is a telephone exchange communication service whereby a Public Safety Answering Points (PSAP) designated by the customer may receive and answer telephone calls placed by dialing 911. It includes the services provided by the lines and equipment associated with the service arrangement, for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911.
2. Equipment used in conjunction with Enhanced 911 Services located at the PSAP is the responsibility of the customer.
3. E911 Service is offered subject to availability of facilities.
4. The E911 service customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police and fire and other services within the telephone Central Office areas arranged for E911 Service calling.
5. Enhanced 911 Service is available in four elements as follows:
 - a. Dedicated 911 Central Office Circuits - Arranged for incoming use only in conjunction with an E911 Service.
 - b. ANI Spill - Provides for the telephone number of the calling party to be forwarded to the PSAP.
 - (1) ANI Spill does not guarantee the capability of forwarding the number of an off premise extension; or stations behind business systems will possess the identity of the main billing number.
 - (2) ANI Spill can only be provided with the use of dedicated facilities from the central office serving the end user to the PSAP.
 - (3) The PSAP's premises equipment used in conjunction with E911 ANI Spill Service must be reviewed by the Telephone Company to determine the compatibility of the unit with the E911 Service requested.

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

6. Universal Emergency Number Service (911) (Cont'd)

6.1 Description (Cont'd)

A. General (Cont'd)

5. Enhanced 911 Service is available in four elements as follows: (Cont'd)

- c. PSAP Data Base Update Service - Provides the PSAP with an initial list, as well as periodic updates, of customer names, telephone numbers, and addresses. Procedures and timing will be mutually agreed upon by the Customer and the Company.
- d. Selective Routing Service - Available when an E911 System is served by more than one PSAP or when a central office is split by a political boundary and one of the political areas does not subscribe to 911 Services. This service routes the call to the correct PSAP or to a recording/operator, as appropriate, based on the caller's telephone number. Selective routing is available only in central offices equipped for digital operation.

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

6. Universal Emergency Number Service (911) (Cont'd)

6.2 Rules and Regulations

- A. This Service is limited to the use of central office telephone number 911 as the universal emergency telephone number. Only one E911 Service will be provided within any government agency's locality.
- B. The 911 emergency telephone number is not intended as a total replacement for the telephone service of the various public safety agencies which participate in the use of this number. The public safety agencies will subscribe to other exchange telephone service as provided in this tariff.
- C. The Service is furnished to the customer only for the purpose of receiving reports of emergencies by the public.
- D. E911 Service is a telephone exchange communications service and is arranged for one-way incoming service to an appropriate PSAP.
- E. E911 Service is provided solely for the benefit of the customer operating the PSAP; the provision of such service shall not be interpreted, construed, or regarded either expressly or implied, as being for the benefit of, or creating any Company obligation toward, or any right of action on behalf of, any third person or legal entity other than the customer.
- F. The Company does not undertake to answer and forward E911 Service calls, but furnishes the use of its facilities to enable the customer's personnel to accept such calls on the customer's designated premises.
- G. E911 Service information consisting of the name, address and telephone numbers of telephone customers whose listings are not published in directories or listed in directory assistance offices is confidential, however, such information may be provided for the purpose of responding to emergency E911 Service calls or as otherwise required.
- H. Any party residing within the E911 Service district forfeits the privacy afforded by nonpublished service to the extent that the telephone number and address associated with the originating station location are furnished to the PSAP.

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

6. Universal Emergency Number Service (911) (Cont'd)

6.2 Rules and Regulations (Cont'd)

- I. The customer releases, indemnifies, and holds harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person caused, or claimed to have been caused, directly or indirectly by its publication of such number or the disclosing of said number to any person.
- J. The Company's entire liability to any person for interruption or failure of E911 Service shall be limited by the terms set forth in this section and other sections of this tariff.
- K. The customer shall have the responsibility to determine whether the system is functioning properly for its use and shall promptly notify the Company in the event the system is not functioning properly.
- L. E911 Service will be furnished by the Company to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where E911 Service is offered.
- M. Each customer also agrees to release, indemnify and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others.
- N. Application for E911 Service must be executed in writing by each customer and must be accompanied by satisfactory proof of authorization to provide E911 Service in the exchanges where service is requested. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any E911 Service request.

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

6. Universal Emergency Number Service (911) (Cont'd)

6.2 Rules and Regulations (Cont'd)

- O. In addition to all other terms and conditions, the following requirements will apply:
 - 1. The customer will answer all E911 Service calls on a 24-hour day, seven-day week basis.
 - 2. The customer has the responsibility for dispatching the appropriate emergency service within the E911 Service area, or will undertake to transfer all E911 Service calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
 - 3. The customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to an E911 Service PSAP by calling parties.
 - 4. The customer will subscribe to a minimum of two dedicated E911 circuits per exchange for adequate handling of incoming E911 Service calls.
 - 5. The customer will subscribe to additional local exchange service at the PSAP location for administrative purposes, for placing of out-going calls and for receiving other emergency calls including any which may be relayed by the Telephone Company operators.
- P. The Telephone Company will load and establish the initial Data Base into the PSAP customer's equipment from the Company's master list. It will be the responsibility of the PSAP customer to verify and update location and special record information on each end-user. Data Base Update Service will be provided to the PSAP customer on a cycle basis. A hard copy of the complete Data Base will be furnished by the Telephone Company to the customer on request for verification of telephone number, name, and address.

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

6. Universal Emergency Number Service (911) (Cont'd)

6.2 Rules and Regulations (Cont'd)

- Q. The customer agrees to release, indemnify, and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing E911 Service hereunder.
- R. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission of service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission of service which caused or contributed to, by the negligence or willful act of the customer or authorized user, or which arise from the use of customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- S. This service does not apply to extensions or other service offerings which reach beyond the jurisdictional boundaries for E911 Service.

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

6. Universal Emergency Number Service (911) (Cont'd)

6.3 Rates and Charges

- A. The rates and charges for 911 Service will be determined on an individual case basis and will be in the form of Direct Sale Cost, special assembly or lease for PSAP Equipment, non-recurring charges, and recurring monthly charges. Individual features requested by the customer include, but are not limited to, direct sale or lease of PSAP equipment, central office modifications, data base preparation, data base management, trunking and maintenance.
- B. Direct Sale or Lease of PSAP equipment shall be on terms mutually agreeable to the Company and the customer.
- C. Non-recurring charges for 911 Service will be made to one entity (normally a city or county) based on contracts mutually agreeable to the Company and the customer and tariffed rates.
- D. The monthly rate in addition to the charges in B and C above shall be set forth in the mutually agreeable contract.
- E. The above rates apply in addition to applicable rates and charges for Private Line and Leased Line Services.
- F. Service charges may apply as specified in other sections of the tariff when applicable.
- G. Tie Lines, Private Lines, and Extension Lines

Tie lines, private lines, extension lines and other such lines connecting a PSAP to various agencies such as police, fire, or ambulance service, are provided at established tariff rates for such services and facilities as specified in this and other appropriate tariffs.

UNIVERSAL EMERGENCY NUMBER SERVICE (911)

6. Universal Emergency Number Service (911) (Cont'd)

6.3 Rates and Charges (Cont'd)

H. Special Service Arrangement Charges

If E911 Service requirements cannot be met with regularly offered service arrangements, special arrangements will be furnished, when practical, by the Company at charges designed at least to recover the incremental costs of furnishing such arrangements. These special charges will be applicable to such items as engineering and special program development associated with billing and data base management.

I. Program Development Charges

These charges are applicable to the work necessary to design, develop, test, and maintain any special programming required to support E911 Service, its billing and its data base management. The rate will be designed to at least recover the incremental costs of providing such service.

J. Records Conversion Charges

These charges are applicable to the work necessary to design, review, modify, and maintain any Company customer records keeping systems in order to support E911 Service, its billing and data base management. The rate will be designed to at least recover the incremental costs of providing such service.

K. Changes to Orders

When a customer requests changes for a pending order for the provision of emergency service in writing, the changes will be undertaken if they can be accommodated by the Company personnel and will be billed to the customer at the appropriate hourly charges.

L. Cancellation of Order

Cancellation of the service, in whole or in part, by the customer prior to establishment thereof, will require payment of an amount equal to the costs incurred up to the time of cancellation resulting from the customer's order for service in writing, but not to exceed the total nonrecurring charges. Any cancellation of the service after establishment will require reimbursement to the Company equal to an amount of the unrecovered installation and equipment cost provided to the customer for E911 services.

THREE DIGIT DIALING SERVICE

7. Three Digit Dialing Service

7.1 State One Call System (811)

A. General Regulations

1. The 811 Service is a locally assigned three digit abbreviated dialing code provided to a state One Call System ("SOCS") for use in providing advance notice of excavation activities to underground facility operators by way of voice grade facilities. Federal Communications Commission ("FCC") Docket 92-105 mandates that incumbent local exchange carriers in each local calling area make the 811 abbreviated dialing code available to a SOCS as a tariffed, local calling area based service (the "811 Service").
2. The 811 Service allows a Company subscriber to access a SOCS call center by dialing only the 811 abbreviated dialing code. Subject to other terms and conditions of this tariff, Company subscribers shall be able to make, and the SOCS shall be able to receive, calls using the 811 Service as part of their local exchange service.
3. All 811 Service calls shall be local in nature and shall not result in any expanded area calling, toll or long distance or pay-per-call charges to Company subscribers.
4. The 811 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0-operator assisted calling and 101XXXX calling. The 811 Service is otherwise available wherever local service is available.
5. 811 Service is available from the Company within the Company's service area only. To provide access to 811 to end users in another company's service area or to a Competitive Local Exchange Carrier ("CLEC") end user within the local calling area, the SOCS must make appropriate arrangements with the other company or CLEC serving that territory. The SOCS should work separately with competing local providers to ascertain that its end user customers will be able to reach one-call services provided by dialing 811.

B. Obligations of the SOCS

1. The SOCS may, but is not required to, submit a written application for 811 service to the Company which will include:
 - a. The local, foreign exchange or toll free telephone number into which the Company is to translate the dialed 811 abbreviated code.

7. Three Digit Dialing Service (Cont'd)

7.1 State One Call System (811) (Cont'd)

B. Obligations of the SOCS (Cont'd)

- a. For network sizing and protection, an estimate of annual call volumes, the expected busy hour and holding time for each call to the 811 Service.
- c. Complete contact information.
1. If requested by the Company, the SOCS shall assist the Company in responding to complaints made to the Company concerning 811 Service.
2. Local Calling for Company Subscribers
 - a. The SOCS, in cooperation with the Company, will assure that all 811 Service calls are local and do not generate Extended Area Service ("EAS"), Metropolitan Calling Area ("MCA") service, toll, long distance or pay-per-call charges for Company subscribers.
 - b. The SOCS must supply the Company with a toll free number. The Company will translate the 811 digits into the telephone number provided by SOCS.
 - c. The SOCS is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 811 Service, and from all holders of copyrights, trademarks and patents used in connection with the said service.

C. Obligations of the Company

1. The Company shall provision the 811 Service in accordance with FCC directives and the terms of this tariff.
2. When an 811 Service call is placed by the calling party via interconnection with an exchange carrier, the Company cannot guarantee the completion of said 811 Service call, the quality of the call or any features that may otherwise be provided with 811 service.
3. The Company does not undertake to answer and forward 811 Service calls but furnishes the use of its facilities to enable SOCS to respond to such calls at SOCS established call centers.

7. Three Digit Dialing Service (Cont'd)

7.1 State One Call System (811) (Cont'd)

C. Obligations of the Company (Cont'd)

4. The rates charged for 811 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The SOCS is responsible for making such operational tests as, in the judgment of the SOCS, are required to determine whether the Company's facilities are functioning properly for its use. The SOCS is responsible for promptly notifying the Company in the event the Company's facilities are not functioning properly.

D. Liability

1. The Company's entire liability to any person for interruption or failure of the 811 Service shall be limited to the terms set forth in this section and other sections of this Tariff.
2. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company occurring in the course of furnishing 811 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the SOCS for the 811 Service and local exchange service for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.
3. The Company is not liable for any losses or damages caused by the negligence of the SOCS.
4. The Company shall not be liable to the SOCS for any damages the SOCS may incur that result from any changes, modifications or rulings made by the FCC.
5. The Company will make every effort to route 811 calls to the SOCS call center, however, the Company will not be held responsible for routing mistakes or errors.
6. The 811 Service is provided solely for the benefit of the SOCS. The provision of the 811 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity.

7. Three Digit Dialing Service (Cont'd)

7.2 Information and Referral Service (211)

A. GENERAL REGULATIONS

1. The 211 Service for Information and Referral Service (211 Service) is a locally assigned three digit abbreviated dialing code provided to an Approved Information and Referral Service Provider for use in making available community information and referral services to the public by way of voice grade facilities. The 211 abbreviated dialing code is available to the Approved Information and Referral Service Provider as a tariffed, local calling area based service (the "211 Service").
2. The 211 Service allows a Company subscriber to access an Approved Information and Referral Service Provider call center by dialing only the 211 abbreviated dialing code. Subject to other terms and conditions of this Tariff, Company subscribers shall be able to make and the Approved Information and Referral Service Provider shall be able to receive calls using the 211 Service as part of their local exchange services. The 211 Service is supplemental to and is not a replacement for either party's local exchange service.
3. All 211 abbreviated dialing code calls must be local in nature and must not result in any intraLATA toll, interLATA long distance or pay-per-call charges to Company subscribers.
4. The 211 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operator assisted calling and 101XXXX calling. The 211 Service is otherwise available wherever local service is available.

B. OBLIGATIONS OF THE APPROVED INFORMATION AND REFERRAL SERVICE PROVIDER

1. The Approved Information and Referral Service Provider must submit a written application for 211 Service to the Company at the local exchange level. The Approved Information and Referral Service Provider may establish 211 Service in all or part of the Company's local exchanges. There may be only one 211 Service Provider per exchange.

7. Three Digit Dialing Service (Cont'd)

7.2 Information and Referral Service (211) (Cont'd)

B. OBLIGATIONS OF THE APPROVED INFORMATION AND REFERRAL SERVICE PROVIDER (Cont'd)

2. The Approved Information and Referral Service Provider's written application to establish 211 Service in Company local exchange must include the following:
 - a. The local, foreign exchange or toll free telephone number into which the Company is to translate the dialed 211 abbreviated code. If the Approved Information and Referral Service Provider desires to change the telephone number into which the 211 abbreviated dialing code is translated, the Approved Information and Referral Service Provider must pay the Number Change Charge specified in Section 6.F.6.
 - b. A location description of the Approved Information and Referral Service Provider call center where 211 calls made from the Company local exchange will be routed.
 - c. For network sizing and protection, an estimate of annual call volumes, the expected busy hour and holding time for each call to the 211 Service.
 - d. An acknowledgment of the possibility that the Commission's assignment of the 211 abbreviated dialing code may be recalled at any time.
 - e. Complete billing and contact information.
3. Local Calling for Company Subscribers
 - a. The Approved Information and Referral Service Provider, in cooperation with the Company, must assure that all 211 Service calls are local in nature and do not generate intraLATA toll, interLATA long distance or pay-per-call charges for Company subscribers.
 - b. When the Approved Information and Referral Service Provider applies for 211 Service in a Company local exchange, the Approved Information and Referral Service Provider must supply the Company with a seven digit telephone number that terminates within the Company local exchange's local calling area or to a toll free number. The Company will translate the 211 digits into the telephone number provided by the Approved Information and Referral Service Provider.

7. Three Digit Dialing Service (Cont'd)

7.2 Information and Referral Service (211) (Cont'd)

B. OBLIGATIONS OF THE APPROVED INFORMATION AND REFERRAL
SERVICE PROVIDER (Cont'd)

- c. When the Approved Information and Referral Service Provider applies for 211 Service in a Company local exchange and an Approved Information and Referral Service Provider call center is not located within the local exchange's local calling area, then the Approved Information and Referral Service Provider must establish foreign exchange service or supply the Company with a toll free telephone number so that Company subscribers' 211 Service calls do not incur toll charges.
4. The Approved Information and Referral Service Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the Approved Information and Referral Service Provider or any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Approved Information and Referral Service Provider or others, arising out of or resulting directly or indirectly from the 211 Service.
5. The Approved Information and Referral Service Provider must develop an appropriate method for responding to 211 calls directed to it out of confusion or in error by Company subscribers.
6. The Approved Information and Referral Service Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the Approved Information and Referral Service Provider to receive calls to the 211 Service during normal business hours.
7. The 211 Service is provided on the condition that the Approved Information and Referral Service Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 211 Service without interfering with or impairing any services offered by the Company. There will be one path available for each line to which the 211 Provider subscribes.
8. The Approved Information and Referral Service Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.

7. Three Digit Dialing Service (Cont'd)

7.2 Information and Referral Service (211) (Cont'd)

B. OBLIGATIONS OF THE APPROVED INFORMATION AND REFERRAL SERVICE PROVIDER (Cont'd)

9. The Approved Information and Referral Service Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 211 Service, and from all holders of copyrights, trademarks and patents used in connection with the said service.
10. The Approved Information and Referral Service Provider shall respond promptly to any and all complaints lodged with any regulatory authority against the 211 Service. If requested by the Company, the Approved Information and Referral Service Provider will assist the Company in responding to complaints made to the Company concerning the 211 Service.
11. The Approved Information and Referral Service Provider shall not promote the 211 Service with the use of an autodialer or broadcasting of tones that dial the 211 abbreviated dialing code.
12. The 211 Service is only available to end users located in Company local exchanges. To establish 211 calling to end users in non-Company local exchanges, the Approved Information and Referral Service Provider must make appropriate arrangements with the companies serving those local exchanges, even where Company subscribers may make local calls to the non-Company local exchanges.
13. The Approved Information and Referral Service Provider must work separately with competitive local exchange carriers operating and serving customers in the Company's local exchanges to ascertain whether 211 abbreviated dialing will be available to their end users.

C. OBLIGATIONS OF THE COMPANY

1. The Company will establish the 211 Service within ninety days after receipt of the Approved Information and Referral Service Provider's completed application(s) for service or the effective date of this tariff, whichever is later.
2. When a 211 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 211 Service call, the quality of the call or any features that may otherwise be provided with 211 Service.

7. Three Digit Dialing Service (Cont'd)

7.2 211 Service – Information and Referral Service (Cont'd)

C. OBLIGATIONS OF THE COMPANY (Cont'd)

3. The Company does not undertake to answer and forward 211 Service calls but furnishes the use of its facilities to enable the Approved Information and Referral Service Provider to respond to such calls at the Approved Information and Referral Service Provider established call centers.
4. The rates charged for 211 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The Approved Information and Referral Service Provider shall make such operational tests as, in the judgment of the Approved Information and Referral Service Provider, are required to determine whether the Company's facilities are functioning properly for its use. The Approved Information and Referral Service Provider shall promptly notify the Company in the event the Company's facilities are not functioning properly.

D. LIABILITY

1. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 211 Service, or of the Company in failing to maintain proper standards of maintenance and operation, or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the Approved Information and Referral Service Provider for the 211 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.
2. The Company is not liable for losses or damages caused by the negligence of the Approved Information and Referral Service Provider.
3. The Company's entire liability to any person for interruption or failure of the 211 Service is limited to the terms set forth in this section and other sections of this Tariff.

7. Three Digit Dialing Service (Cont'd)

7.2 Information and Referral Service (211) (Cont'd)

E. OTHER TERMS AND CONDITIONS

1. The 211 Service will not provide calling number information in real time to the Approved Information and Referral Service Provider. If this type of information is required, the Approved Information and Referral Service Provider must subscribe to compatible Caller ID service as described in Section 2 of this tariff. The Caller ID service will only provide calling number information as described in Section 2 of this tariff.
2. The 211 Service is provided for the benefit of the Approved Information and Referral Service Provider. The provision of the 211 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the Approved Information and Referral Service Provider.
3. A written notice will be sent to the Approved Information and Referral Service Provider following oral notification when its 211 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If after notification the Approved Information and Referral Service Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the Approved Information and Referral Service Provider is unwilling to accept the modifications, or if the Approved Information and Referral Service Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.
4. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

F. RATES AND CHARGES

1. Subject to other terms and conditions of this Tariff, Company subscribers shall be able to make and the Approved Information and Referral Service Provider shall be able to receive calls using the 211 Service as part of both parties' local exchange service. The 211 Service is supplemental to and is not a replacement for either party's local exchange service.

7. Three Digit Dialing Service (Cont'd)

7.2 Information and Referral Service (211) (Cont'd)

F. RATES AND CHARGES (Cont'd)

2. A nonrecurring Central Office Charge applies for each Company host central office out of which 211 Service is established, as follows:
 - a. When a Company local exchange is served by more than one host central office a Central Office Charge is applicable for each host central office in the Company local exchange.
 - b. If the Approved Information and Referral Service Provider establishes 211 Service in multiple Company local exchanges served by the same host central office, only one Central Office Charge shall apply. However, the full Central Office Charge applies whether or not the Approved Information and Referral Service Provider requests 211 Service in all the Company local exchanges served by that host central office.
3. An Exclusion Charge Applies in lieu of a Central Office Charge for the establishment of 211 Service as follows:
 - a. When the Approved Information and Referral Service Provider does not simultaneously establish 211 Service in every Company local exchange served by a host central office, the Approved Information and Referral Service Provider shall pay an Exclusion Charge for each Company local exchange served by the host central office where 211 Service is not established.
 - b. When a Company local exchange is once excluded, but the Approved Information and Referral Service Provider later applies to establish 211 Service in the Company local exchange, an Exclusion Charge again applies for each local exchange that continues to be excluded.
 - c. When the Approved Information and Referral Service Provider requests a different telephone number be translated to the 211 abbreviated dialing code in a participating central office than the telephone number translated to the 211 abbreviated dialing code in the host central office.

7. Three Digit Dialing Service (Cont'd)7.2 211 Service – Information and Referral Service (Cont'd)

F. RATES AND CHARGES (Cont'd)

4. A nonrecurring Number Change Charge applies when the Approved Information and Referral Service Provider changes the telephone number into which the 211 abbreviated dialing code is translated. The Number Change Charge is applied on a per telephone number, per host central office basis.
5. For each telephone number used in the translation of the 211 abbreviated dialing code to the seven or ten digit number provided by the Approved Information and Referral Service Provider the applicable Monthly recurring charges put forth in Section 1 of this tariff will apply (for example, the B1, Federal Subscriber Line Charge and all applicable taxes and surcharges).
6. Rates

	Nonrecurring Charge
a. Central Office Charge (per host Central Office)	\$275.00
b. Exclusion Charge (per Exchange)	\$300.00
c. Number Change Charge (per telephone number)	\$ 40.00

INDIVIDUAL CASE BASIS PRICING AND CUSTOMER SPECIFIC CONTRACTS

A. Individual Case Basis

Services may be provided by the Company on an Individual Case Basis (“ICB”). Pursuant to Section 392.200.8 RSMo, customer-specific ICB pricing is authorized for: (1) dedicated, nonswitched, 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.

B. Customer Specific Contracts and Specialized Pricing Arrangements

The Company may provide certain Services or combinations of Services, to Customers on a case-by-case, contractual basis in response to requests by Customers to the Company for proposals or competitive bids. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Unless otherwise specified, the regulation of such arrangements is in addition to the applicable regulations and prices in other sections of this tariff. Customer-specific contracts may include, but are not limited to:

1. Central-Office Based Services;
2. High Speed Private Line Services;
3. Customized Services that are required because of size or configuration;
4. Special Construction Services; and
5. Any other Service for which the Company has authority to enter into a Customer-specific contract.

C. Special Service Arrangements

Customer-specific service arrangements, which may include engineering, installation, construction facilities, assembly, or other special Services, may be furnished in addition to existing Tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable, for the special service arrangements will be developed upon Customer’s request. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this Tariff.

PRIVATE LINE TARIFF CONCURRENCE

9. Private Line Concurrence

The Company concurs in the rules and regulations governing intrastate intra LATA interexchange Private Line Service as set forth in Mark Twain Rural Telephone Company's tariff on file with and approved by the Public Service Commission of the State of Missouri, and in any amendments thereto as authorized by the Missouri Public Service Commission or applicable law. The Company does not concur in the rates for private line service of Mark Twain Rural Telephone Company. Rates for these services are based on customer-specific ICB pricing.

Private Line Cancellation Rights

The Company reserves the right to cancel and make void the above concurrence statement, in whole or in part, subject to requirements as may be ordered by the Missouri Public Service Commission, at any and such time as it appears that such cancellation is in the best interest of the Company and/or its customers.