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Schedules of Rates, Rules, and Regulations  
Governing Competitive Intrastate Private Line (C)  
Telecommunications Service Provided in the State of Missouri

OFFERED BY

SPRINGFIELD FIBER NET, INC.  
1949 E. Sunshine  
Springfield, Missouri 65804

Notice: Springfield Fiber Net, Inc., and its services are not subject to the following statutes and regulations as a result of waivers granted by the Missouri Public Service Commission: 392.240(1), 392.270, 392.280, 392.290, 392.310, 392.320, 392.330, 392.340, 4 CSR 240-10.020, 4 CSR 240-30.010(2)(C), 4 CSR 240-30.060(5)(B)(C)(D)(E)(F)(G)(H)(I)(J)(K)(L)(M)(N)(O), 4 CSR 240-32.030(1)(C), 4 CSR 240-32.050(3), 4 CSR 240-32.050(4), 4 CSR 240-32.050(5), 4 CSR 240-32.050(6), 4 CSR 240-32.070(4), 4 CSR 240-33.030.

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Schedules of Rates, Rules, and Regulations  
Governing Competitive Intrastate Interexchange Private Line  
Telecommunications Service Provided in the State of Missouri

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1949 E. Sunshine  
Springfield, Missouri 65804

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EXPLANATION OF SYMBOLSMISSOURI  
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When changes are made on any tariff page, a revised page will be issued cancelling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) To signify changed regulation or rate.
- (D) To signify discontinued rate or regulation or text.
- (I) To signify increase.
- (M) To signify matter relocated with no change.
- (N) To signify new rate, regulation, and/or text.
- (R) To signify reduction.
- (T) To signify a change in text, but no change in rate or regulation.
- (Z) To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

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GENERAL RULES AND REGULATIONS

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1. APPLICATION OF TARIFF

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The regulations set forth herein apply to the provision of competitive intrastate high-speed private line telecommunications (C) services ("TCS") within the state of Missouri by Springfield Fiber Net, Inc., hereinafter referred to as Provider, which are subject (C) to the jurisdiction of the Missouri Public Service Commission, (C) where the Subscriber's location to which service is provided is connected to the Provider's network. Service provided to a Subscriber location will be provided on an Individual Case Basis ("ICB").\* Any of the Provider's service rates may be revised, discontinued or supplemented from time to time, in accordance with applicable law and the rules, regulations and orders of the Commission.

These tariffs cancel and supersede all other tariffs of the Provider issued and effective prior to the effective dates shown on individual sheets of this Tariff.

The Services are suitable for transmission of digital signals, including but not limited to, voice and data signals, one way or two way at transmission speeds ranging up to 45 mb.

When services and facilities are provided in part by Provider and in part by other companies, the regulations of the Provider apply to that portion of the service or facilities furnished by it.

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\* Rates for services offered on an Individual Case Basis will be structured to recover the Provider's cost of providing the service. Terms of specific ICB contracts will be made available to the Commission upon request on a proprietary basis.

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GENERAL RULES AND REGULATIONS

MISSOURI

Public Service Commission

1. APPLICATION OF TARIFF

The regulations set forth herein apply to the provision of competitive intrastate interexchange high-speed private line telecommunications services ("TCS") within the state of Missouri by Springfield Fiber Net, Inc., hereinafter referred to as Provider, which are subject to the jurisdiction of the Missouri Public Service Commission, where the aggregate monthly per-customer charge is less than \$2000 and the Subscriber's location to which service is provided is connected to the Provider's network. Service provided to a Customer location not connected to the Provider's network or whose aggregate monthly charge is expected to be \$2000 or more will be provided on an Individual Case Basis ("ICB").\* Any of the Provider's service rates may be revised, discontinued or supplemented from time to time, in accordance with applicable law and the rules, regulations and orders of the Commission.

These tariffs cancel and supersede all other tariffs of the Provider issued and effective prior to the effective dates shown on individual sheets of this Tariff.

When services and facilities are provided in part by Provider and in part by other companies, the regulations of the Provider apply to that portion of the service or facilities furnished by it.

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\* Rates for services offered on an Individual Case Basis will be structured to recover the Provider's cost of providing the service. Terms of specific ICB contracts will be made available to the Commission upon request on a proprietary basis.

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2. TERRITORY

Provider is authorized to provide competitive private (C)  
line and non-switched point to point telecommunications  
throughout the state of Missouri.

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SPRINGFIELD FIBER NET, INC.

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2. TERRITORY

Provider is authorized to provide competitive interexchange private line and non-switched point to point telecommunications throughout the state of Missouri.

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3. TERMS AND CONDITIONS  
3.1 Definitions

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Certain terms used in this tariff are defined below. MISSOURI  
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Cable Facility - A coaxial and/or fiber cable network with associated repeater amplifiers and coupling devices which provides the path for transmission of voice and/or data to or from the Subscriber's Premises.

Customer Premises Equipment ("CPE") (N)  
"CPE" or "Customer Premise Equipment" means equipment connected (N)  
to the Provider's Network at the Subscriber's side of the (N)  
Provider's Network Interface. (N)

Circuit  
A communications path of a specific bandwidth or transmission speed between two or more points of termination.

DS1  
A circuit that transmits digital signals at 1.544 megabits per second over terrestrial channels.

DS3  
A circuit that transmits digital signals at 44.6 megabits per second over terrestrial channels.

Facilities  
All Provider-owned or operated equipment and cables used to provide Telecommunications Services.

Holiday  
The term "Holiday" means all Provider-specified holidays: New Years Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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Kbps  
Thousands of bits per second.

Mbps  
Millions of bits per second.

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Move  
A change in the physical location (whether on the same or different Premises) of service components and items of equipment provided by the Provider, without discontinuance of service, when made at the request of the Subscriber.

Normal Work Hours  
The phrase "Normal Work Hours" means the time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding holidays.

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3. TERMS AND CONDITIONS3.1 Definitions

Certain terms used in this tariff are defined below.

Cable Facility - A coaxial and/or fiber cable network with associated repeater amplifiers and coupling devices which provides the path for transmission of voice and/or data to or from the Subscriber's Premises.

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Millions of bits per second.

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A change in the physical location (whether on the same or different Premises) of service components and items of equipment provided by the Provider, without discontinuance of service, when made at the request of the Subscriber.

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3. TERMS AND CONDITIONS  
3.1 Definitions (Continued)

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Premises

A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

Provider

The term "Provider" means Springfield Fiber Net, Inc.

Service Area

The area designated in Section 2 of this Tariff within which the Provider is authorized to provide TCS.

Subscriber

The term "Subscriber" means the person, firm, company, corporation or other entity that contracts for service under this tariff and is responsible for the payment of charges as well as compliance with Provider's regulations pursuant to this tariff.

Telecommunications Services ("TCS")

Intrastate private line services using the Provider's facilities for the transmission of information at high speeds between points of termination on behalf of a Subscriber.

Terminating Facilities

All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Provider's network and provides a point of interface/connection to which the Subscriber can connect its equipment. This may include wiring, cable, electronic equipment, connecting panels and blocks.

DS-O

A circuit that transmits digital signals at 56 kilobits per second or less over terrestrial channels.

(N)  
(N)  
(N)

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3. TERMS AND CONDITIONS3.1 Definitions (Continued)Premises

A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

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The term "Provider" means Springfield Fiber Net, Inc.

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The area designated in Section 2 of this Tariff within which the Provider is authorized to provide TCS.

Subscriber

The term "Subscriber" means the person, firm, company, corporation or other entity that contracts for service under this tariff and is responsible for the payment of charges as well as compliance with Provider's regulations pursuant to this tariff.

Telecommunications Services ("TCS")

Intrastate private line services using the Provider's facilities for the transmission of information at high speeds between points of termination on behalf of a Subscriber.

Terminating Facilities

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3. TERMS AND CONDITIONS

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3.2 Responsibilities of the Provider

(a) The Provider shall provide TCS to Subscribers which enter into a written contract with the Provider specifying the services to be provided by the Provider. The terms and conditions applicable to the provision of TCS by the Provider are set forth in this tariff and, to the extent the projected monthly charges for a Subscriber for TCS are less than \$2000 and the Subscribers location to which TCS is provided is connected to the Provider's network, the applicable rates are also set forth in this tariff. Where the projected charges will be \$2000 or more per month or the Subscriber's location to which TCS is provided is not on the Provider's network, the rates will be negotiated between the Provider and the Subscriber, and will be set forth in the contract and will recover the Provider's cost. Contract terms not specifically governed by this tariff will be individually negotiated with each prospective Subscriber. The Provider will not provide services to any Subscriber until a contract has been executed. Any change in rates or regulations prescribed by the Missouri Public Service Commission modifies the terms and provisions of contracts to the extent of such change.

(b) The obligation of Provider to provide service is dependent upon and subject to its ability to procure facilities and the availability of facilities which are required to meet the Subscriber's order for service. Provider will make reasonable efforts to secure the necessary facilities as set forth in these tariffs.

(c) The Provider undertakes to maintain and repair any equipment which it furnishes to the Subscriber. The Subscriber may not rearrange, disconnect, or remove, or attempt to repair any equipment installed by the Provider.

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3. TERMS AND CONDITIONS  
3.3 Liability of Provider

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(a) The Subscriber assumes all risks for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or from failure or defects in equipment and facilities furnished by the Provider occurring in the course of providing service.

(b) The Provider shall not responsible for installation, operation or maintenance of any terminal equipment or communications systems purchased or connected to TCS by a Subscriber. TCS is not represented as adapted to the use of any specific equipment or system. The responsibility of the Provider shall be limited to the furnishing of TCS and maintenance and operation of such service.

(c) The liability of Provider 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 Subscriber shall in no event exceed an amount equivalent to the proportionate charge to the Subscriber for the period of service during which such mistakes, omissions, interruptions, delays, or errors or defects in transmission occur. The Provider shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing TCS, where the same is the result of any negligence or willful act of the Subscriber or its agents, or of the use of Subscriber-provided service components or premises equipment.

(d) Provider shall be indemnified and held harmless by the Subscriber against any and all claims for libel, slander or copyright infringement arising directly or indirectly from the material transmitted over the facilities of Provider or the use of same by Subscriber, and also against claims for patent infringement arising from combining with, or using in connection with, facilities furnished by Provider any apparatus, equipment, and systems provided by the Subscriber, and against all other claims arising out of any act or omission of the Subscriber in connection with the services and facilities provided by the Provider.

(e) The Provider does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Subscriber indemnifies and holds the Provider harmless from any and all loss, claims, suits or other action, or any liability whatsoever, whether suffered, made, instituted

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3. TERMS AND CONDITIONS3.3 Liability of Provider (Cont.)

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or asserted by the Subscriber or by any other party or persons, and for any loss, damage or destruction of any property, whether owned by the Subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location or use of said equipment so provided.

(f) The Provider shall not be liable for any defacement of or damage to the Premises of a Subscriber resulting from the furnishing of facilities or the attachment of the instruments, apparatus and associated wiring furnished by the Provider on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Provider.

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3. TERMS AND CONDITIONS

3.4 Use of Service by Subscriber

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(a) The period for which TCS will be provided by the Provider to the Subscriber shall be the period specified in the contract between the Subscriber and the Provider, but in no case shall be less than one month.

(b) The service is provided for use by the Subscriber and may be used by others when so authorized by the Subscriber, providing that all such usage shall be subject to the provisions of Provider's filed tariffs. TCS may be used for the intrastate transmission of information of the Subscriber provided that:

1. The Subscriber has entered into a written contract with the Provider;

2. The Subscriber shall not use TCS for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and

3. The Subscriber, upon request, shall furnish such information and access to its location(s) as may be required to permit the Provider to design and maintain the facilities to provide TCS and to assure that the service arrangement is in accordance with the provisions of the tariff and the contract entered into between the Subscriber and the Provider.

(c) The Subscriber shall be responsible for:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Subscriber with the interface equipment provided and/or sanctioned by the Provider.

2. Damage to, or destruction of, facilities of the Provider caused by the negligence or willful act of the Subscriber or its agents.

3. Providing adequate space for physical interconnection of the Provider's facilities and circuits at the Subscribers premises and take all necessary steps to facilitate such interconnection. (N)  
(N)  
(N)  
(N)

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3. TERMS AND CONDITIONS3.4 Use of Service by Subscriber

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(a) The period for which TCS will be provided by the Provider to the Subscriber shall be the period specified in the contract between the Subscriber and the Provider, but in no case shall be less than one month.

(b) The service is provided for use by the Subscriber and may be used by others when so authorized by the Subscriber, providing that all such usage shall be subject to the provisions of Provider's filed tariffs. TCS may be used for the intrastate transmission of information of the Subscriber provided that:

1. The Subscriber has entered into a written contract with the Provider;

2. The Subscriber shall not use TCS for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and

3. The Subscriber, upon request, shall furnish such information and access to its location(s) as may be required to permit the Provider to design and maintain the facilities to provide TCS and to assure that the service arrangement is in accordance with the provisions of the tariff and the contract entered into between the Subscriber and the Provider.

(c) The Subscriber shall be responsible for:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Subscriber with the interface equipment provided and/or sanctioned by the Provider.

2. Damage to, or destruction of, facilities of the Provider caused by the negligence or willful act of the Subscriber or its agents.

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3. TERMS AND CONDITIONS3.4 Use of Service By Subscriber (Cont.)By TD-04-29  
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3. The provision of the power, wiring, and outlets required to operate the Provider's facilities installed on the Subscriber's Premises.

4. The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Provider in explosive atmosphere and points outside the hazardous area where connection may be made with the facilities of the Provider. The Subscriber may be required to install and maintain the Provider's equipment within the hazardous area if, in the opinion of the Provider, injury or damage to its employees or property might result from installation or maintenance by the Provider.

5. Obtaining permission for the Provider's agents or employees to enter the Premises of the Subscriber at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the facilities and equipment of the Provider.

6. Making the Provider's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Provider and the Subscriber, and providing for reasonable access to those facilities and equipment.

7. All actions or omissions of a person, firm or corporation appointed by the Subscriber as its agent. Any limitations of an agent's authority shall not be binding on the Provider.

8. Any breach of the terms and conditions contained in this tariff or in the contract between the Subscriber and the Provider governing service.

(d) Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to, the following:

1. The use of profane or obscene language in communications over the Provider's facilities.

2. A call or calls, anonymous or otherwise, if made in a manner which could reasonably be expected to frighten, abuse, torment, or harass another.

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3. TERMS AND CONDITIONS3.4 Use of Service by Subscriber (Cont.)

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3. For any unlawful purpose.

4. Use of service in any manner that would violate any rule, regulation, or contract provision regulating the relationship between the Provider and those who supply the facilities that the Provider makes available to its Subscriber.

5. The use of service or facilities of the Provider to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for service.

6. The obtaining, or attempting to obtain, or assisting another to obtain, or attempt to obtain service by rearranging, tampering with, or making connection with any facilities of the Provider, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means, or device whatsoever with intent to avoid the payment, in whole or in part, of the regular charge for such service.

7. The use of the service in such manner as to interfere unreasonably with the use of the service by one or more other Subscribers.

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3. TERMS AND CONDITIONS3.5 Special Construction

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Provision of TCS may require special construction of facilities and equipment by the Provider.

(a) Survey and Design - Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Provider and the Subscriber shall exercise their best efforts to arrange for the performance of those studies, the review and acceptance thereof by both the Provider and the Subscriber, and the appropriate charges therefor. Failure to agree on the performance of such studies, the acceptability thereof, or the charges therefor, after both parties have exercised their best efforts to do so, shall constitute grounds for denial of the requested service by the Provider.

(b) Charges For Special Construction - All recurring and nonrecurring charges for special construction shall be set forth in the contract between the Provider and Subscriber, and shall be the responsibility of the Subscriber, regardless of the projected charges for the provision of TCS by the Provider. The methodology for determining those charges is set forth in Section 4 of this tariff.

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3. TERMS AND CONDITIONS

3.6 Billing and Payment of Charges

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(a) Bills are due as specified on the bill and may be paid at any business office of the Provider or at any agency authorized by Provider to receive payment.

(b) For billing of any fixed charges, service is considered to be established on the day that Provider notifies the Subscriber of installation.

(c) Payment of bills is due upon receipt. Bills which are unpaid fifteen (15) days after the date the bill is rendered will be charged interest at the rate of 1.5% per month (18% per annum). Exceptions to this late fee are subject to approval by Provider. Subscriber will be billed for all usage beginning immediately upon access to service. For the purpose of computing charges, a month is considered to consist of thirty (30) days.

(d) Unless the Subscriber challenges the accuracy of a bill within ninety (90) days from the date of rendition, a bill will be conclusively presumed to accurately reflect the Subscriber's use of Provider's services.

(e) The Subscriber shall pay to the Provider any sales taxes which the Provider is required to collect from the Subscriber in connection with the Provider's provision of services to the Subscriber.

(f) The Subscriber is responsible for payment of all charges arising from the use of services provided by Springfield Fiber Net, Inc. In this connection, Subscriber agrees to bear responsibility for all usage charges incurred using Subscriber's account, whether or not such usage charges may have been specifically authorized by the Subscriber. It shall be the Subscriber's sole responsibility to ensure that any usage charges incurred utilizing Subscriber's account be authorized by the Subscriber. (N)

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3. TERMS AND CONDITIONS3.6 Billing and Payment of Charges

(a) Bills are due as specified on the bill and may be paid at any business office of the Provider or at any agency authorized by Provider to receive payment.

(b) For billing of any fixed charges, service is considered to be established on the day that Provider notifies the Subscriber of installation.

(c) Payment of bills is due upon receipt. Bills which are unpaid fifteen (15) days after the date the bill is rendered will be charged interest at the rate of 1.5% per month (18% per annum). Exceptions to this late fee are subject to approval by Provider. Subscriber will be billed for all usage beginning immediately upon access to service. For the purpose of computing charges, a month is considered to consist of thirty (30) days.

(d) Unless the Subscriber challenges the accuracy of a bill within ninety (90) days from the date of rendition, a bill will be conclusively presumed to accurately reflect the Subscriber's use of Provider's services.

(e) The Subscriber shall pay to the Provider any sales taxes which the Provider is required to collect from the Subscriber in connection with the Provider's provision of services to the Subscriber.

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3. TERMS AND CONDITIONS

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3.7 Establishment and Furnishing Service3.7.1 Deposits and Guarantees

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(a) Each applicant for service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing Subscriber may be required to make a deposit or increase a deposit presently held.

(b) A deposit will not exceed the estimated charges for two (2) month's service plus installation. It will be returned:

(1) When an application for service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable including installation charges and the excess portion of the deposit will be returned.

(2) At the end of six (6) months of satisfactory credit history.

(3) Upon the discontinuance of service. Provider will refund the Subscriber's deposit or the balance in excess of unpaid bills for the service.

(c) The fact that a deposit has been made in no way relieves the Subscriber from complying with the regulations with respect to the prompt payment of bills on presentation.

(d) On deposits held thirty (30) days or more, simple interest at the rate of nine percent (9%) per annum shall be credited annually to the account of the Subscriber or paid upon the return of the deposit, whichever occurs first. Interest will not accrue on any deposit after the date on which a reasonable effort has been made to return it to the Subscriber.

(e) In lieu of a deposit, Provider may accept a written guarantee. The limit of the guarantee will not exceed the amount of a cash deposit.

(f) A guarantor will be released upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods. Payment of charges is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute.

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3. TERMS AND CONDITIONS

3.7 Establishment and Furnishing Service - (Cont.)

3.7.2 Cancellation of Service

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(a) Provider, by mailing a notice to the Subscriber five (5) days before the date of cancellation by first class mail, may cancel the application for service or discontinue service without incurring any liability to the Subscriber for any of the following reasons:

(1) Nonpayment of any sum due to Provider for service for more than thirty (30) days beyond the date of rendition of the bill for such service;

(2) A violation of or failure to comply with any regulation governing the furnishing of service;

(3) An order of a court or other government authority having jurisdiction which prohibits Provider from furnishing service;

(4) Failure to post a required deposit or guarantee;

(5) Material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of Provider constitutes fraud or abuse;

(6) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.

Before disconnecting service for cause the Provider will mail the Subscriber notification of intent to disconnect, which will include the scheduled disconnect date and the cause for the disconnection. If the Subscriber does not seek to remedy cause of disconnect within five days of receipt of such notice, the Provider will proceed with disconnect as scheduled. In addition, the Provider will attempt to contact the Subscriber at least twenty-four (24) hours prior to the scheduled disconnect.

(b) Subscribers who wish to cancel any service which supplies the the Subscriber with facilities provided through a separate telecommunications company must provide thirty (30) days written notice for disconnection.

(c) A cancellation of service by either Provider or the Subscriber shall not affect the Subscriber's obligation to pay for all use of Provider's TCS and facilities by the Subscriber.

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3. TERMS AND CONDITIONS3.7 Establishing and Furnishing Service (Cont.)3.7.2 Cancellation of Service (Cont.)MISSOURI  
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(d) When the Subscriber cancels the service prior to the end of the term of the contract, the Subscriber shall pay a cancellation charge in the amount specified in the contract between the Subscriber and the Provider.

(e) Where the prospective Subscriber cancels an application for service prior to the start of installation or special construction or facilities by the provider, no charge shall be made to the prospective Subscriber. Where the installation of facilities has been started prior to the cancellation, the prospective Subscriber shall pay a cancellation charge in the amount specified in the contract between the Subscriber and the Provider. Installation or special construction of facilities for a Subscriber is considered to have started from the latest contract date or when the Provider incurs any expense in connection therewith, whichever occurs earlier.

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4. DESCRIPTION OF SERVICE  
4.1 Service Offerings

The definitions of the services listed in this subsection appear in Section 3 of this tariff. Specifically, the Provider provides connectivity between the Subscriber's CPE or multiplexing equipment and the Provider's facilities.

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- |         |     |                           |
|---------|-----|---------------------------|
| 1. DS-1 | (C) | MISSOURI                  |
| 2. DS-3 | (C) | Public Service Commission |
| 3. DS-0 | (N) |                           |

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4. DESCRIPTION OF SERVICE4.1 Service OfferingsMISSOURI  
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The definitions of the services listed in this subsection appear in Section 3 of this tariff.

1. DS-1

2. DS-3

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4. DESCRIPTION OF SERVICE (Cont.)  
4.2 Service Rates

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(a) Rate Methodology

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The term of the contract will be dictated by the needs of the Subscriber, the capabilities of the Provider, and will be specified in the contract. The rate for TCS will be calculated by determining the capital costs of the facilities, including any applicable special construction involved, and then applying a lease cost factor to that capital cost. The lease cost factor is intended to compensate the Provider for all of its costs during the term of the contract, plus a reasonable return. The Subscriber may be provided the option of prepaying a portion of the lease charges, thereby reducing the recurring charges under the contract. All rates and charges for TCS will be as specified in the contract.

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4. DESCRIPTION OF SERVICE (Cont.)4.2 Service RatesMISSOURI  
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## (a) Rate Methodology

The term of the contract will be dictated by the needs of the Subscriber, the capabilities of the Provider, and will be specified in the contract. The rate for TCS will be calculated by determining the capital costs of the facilities, including any applicable special construction involved, and then applying a lease cost factor to that capital cost. The lease cost factor is intended to compensate the Provider for all of its costs during the term of the contract, plus a reasonable return. The Subscriber may be provided the option of prepaying a portion of the lease charges, thereby reducing the recurring charges under the contract. All rates and charges for TCS will be as specified in the contract, unless such charges are projected to be less than \$2000 per month in the aggregate and the Subscriber's locations are connected to the Provider's network, in which case the applicable rates are set forth below in Paragraph (b) of this section of this tariff.

## (b) Current Rates

The rates charged by the Provider for the provision of TCS to Subscribers whose aggregate charges for TCS are less than \$2000 per month and whose locations to which TCS is provided are connected to the Provider's network are as follows:

## 1. DS-1

## a. Channel Termination

-Per Point of Termination

Monthly  
Rates  
\$162.50

Nonrecurring  
Charges  
\$600.00

## b. Channel Mileage

	Fixed	Monthly Rates	Per Mile
0 - 4 miles	\$62.50		\$25.50
4 - 8 miles	\$62.50		\$25.50
8 - 25 miles	\$62.50		\$25.50

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4. DESCRIPTION OF SERVICE (Cont.)  
4.2 Service Rates (Cont.)

FEB 23 1993

(b) Current Rates

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The rates charged by Provider for the provision of TCS to  
Subscribers whose locations to which TCS is provided are  
connected to the Provider's network, are as follows:

SERVICE	MONTHLY	NONRECURRING
1. DS-0	ICB**	ICB** (N)
2. DS-1	ICB**	ICB** (C)
3. DS-3	ICB**	ICB** (C)

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\*\* Rates for services offered on an Individual Case Basis (ICB) will  
be structured to recover the Provider's cost of providing the  
services. Terms of specific Individual Case Basis contracts  
will be made available to the Commission upon request on a  
proprietary basis

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4. DESCRIPTION OF SERVICE (Cont.)  
4.2 Service Rates (Cont.)

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2. DS-3

Monthly  
Rates  
ICB \*\*

Nonrecurring  
Charges  
ICB \*\*

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\*\* Rates for services offered on an Individual Case Basis will be structured to recover the Provider's cost of providing the services. Terms of specific ICB contracts will be made available to the Commission upon request on a proprietary basis.

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5. SPECIAL CHARGES

## (a) General Conditions

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The Provider may require the Subscriber to contribute all or a portion of the capital costs incurred by the Provider in constructing facilities necessary for the initial provision of TCS to the Subscriber. Whether such a charge is imposed, and if so, the amount of that charge, will be a matter of negotiation between the Provider and the Subscriber and will be set forth in the contract.

## (b) Beyond Normal Work Hours

The charges specified in this Section 5 do not contemplate work being performed by Provider employees at a time when overtime wages apply, due to the request of the Subscriber, nor do they contemplate work once begun being interrupted by the Subscriber. If the Subscriber requests labor be performed at hours of the day or days of the week other than during Normal Working Hours or if the Subscriber interrupts work once begun, an additional charge may be imposed, equal to the actual higher costs incurred by the Provider for overtime and materials.

## (c) Installation of Interface Equipment

The Provider's charges for the installation of terminating facilities will be based on the actual cost incurred by the Provider to install the terminating facilities.

## (d) Installation of Lateral Cable

The Provider's charges for installation of lateral cable within the Premises from the vertical riser to the Subscriber's station will be based upon the Provider's cost of providing such service. Such cost will be determined based upon all relevant elements of cost, including, but not limited to:

- (1) Administration Charges
- (2) Applicable license fees, and preparation costs and associated legal expenses
- (3) Applicable Taxes
- (4) Construction
- (5) Contractor/Construction Costs
- (6) Depreciation
- (7) Engineering

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5. SPECIAL CHARGES (Cont.)

- (8) Equipment
- (9) Maintenance
- (10) Operations
- (11) Physical Design
- (12) Rate of Return Contingencies
- (13) Rights of Way
- (14) Site Survey

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## (e) Special Construction

Upon request, the Provider will engage in special construction to provide any of the communications services it is lawfully able to provide, subject to the conditions contained in this tariff and the contract between the Subscriber and the Provider. The Provider's charges for special construction services will be based upon the Provider's cost of providing such services. The cost will be determined based on all relevant elements of cost, including, but not limited to:

- (1) Administration Charges
- (2) Applicable license fees, preparation costs and associated legal expenses
- (3) Applicable Taxes
- (4) Construction
- (5) Contractor/Construction Costs
- (6) Depreciation
- (7) Engineering
- (8) Equipment
- (9) Maintenance
- (10) Operations
- (11) Physical Design
- (12) Rate of Return Contingencies
- (13) Rights of Way
- (14) Site Survey

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## (f) Move Charge

The Provider's charge for a move of a station to a new location on the same or different Premises shall be based on the Provider's actual cost incurred in connection with such move.

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## (g) Maintenance and Service Charge

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The Subscriber may be responsible for the cost incurred by the Provider in connection with a maintenance and/or service visit to the Subscriber's Premises when the difficulty or trouble results from the equipment or facilities provided by the Subscriber or User, or when failure in the Provider's equipment is attributable to the Subscriber or its agents. Said cost shall be based upon the current per-man hour labor rate and material costs of the Provider in effect at the time of the visit.

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**6. SERVICE INTERRUPTIONS**

(a) The Provider agrees to use its best efforts to assure continuous full time operation of the service. The Subscriber is considered to have experienced a Service Interruption when the circuit becomes unavailable for use or the quality of transmission is such that the circuit is effectively unusable. The loss of use is defined as failing to meet maintenance specification for:

- errored seconds
- severely errored seconds
- consecutively severely errored seconds
- availability

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The Provider specifications for TCS conform to those set forth in AT&T Technical Publications TR 62411 and TR 62415 for DS-1 and DS-3 respectively.

(b) The Provider agrees to use its best efforts to respond to the Subscriber's reasonable request for maintenance in connection with the service within two hours of any request received by the Provider at its designated service repair number. The Provider shall have no obligation to perform maintenance which requires access to the Subscriber's or other Premises or buildings when that access cannot be provided to the Provider by the Subscriber. The Provider agrees to use its best efforts to minimize the duration of any Service Interruption.

(c) The Provider shall not be liable for any incidental, indirect or consequential damages as the result of any Service Interruption. The Provider's liability shall be limited to a prorated credit against the recurring monthly charge for the duration of the Service Interruption when that interruptions of a duration of two (2) hours or more, subject to the terms in Section 6 (d) below.

(d) The amount of credit shall be determined by dividing the Subscriber's total monthly charge by 720 hours, and then multiplying the result by the number of hours of interruption. The hours of interruption shall begin from the time of notice of impaired service from the Subscriber to the Provider.

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6. SERVICE INTERRUPTIONS (Cont.)MISSOURI  
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For the purposes of calculating the credit, the service impairment shall be deemed to begin when the Subscriber notifies the Provider of said impairment, or when the Subscriber releases the circuit to the Provider for testing and repair, whichever occurs later. No credit will be given for service impairment of less than two hours.

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