

Missouri Public

SECTION 2 - RULES AND REGULATIONS

REC'D AUG 01 2003

2.3 Limitation of Liability (continued)

Service Commission

2.3.3 In the event an error or omission is caused by the gross negligence of the Company, the liability of Company shall be limited to and in no event exceed the sum of \$10,000. Except as provided above, the Company's liability for damages of any nature arising from errors, omissions, interruptions, or delays of Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, changing, moving, or terminating the Service, facilities, or equipment shall not exceed an amount equal to the charges applicable under these terms and conditions (calculated on a proportionate basis where appropriate) to the period such error, omission, interruption, or delay occurs. C

2.3.4 Reserved for future use. N/D
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2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of facts sufficient to provide Company with the reasonable basis of any dispute or claim for damages, within sixty (60) days after an invoice is rendered by Company giving rise to such dispute or claim. T
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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 2
d/b/a SBC Long Distance

Service Commission

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.3 The liability of the Company for gross negligence arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Section 2.3.1 or 2.3.2 of this Tariff, whichever is applicable, and the sum of \$1,000.
- 2.3.4 The liability of the Company for willful misconduct occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Sections 2.3.1, 2.3.2 or 2.3.3, which is applicable, and the sum of \$2,000.
- 2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered by the Company for the Data Service giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

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SECTION 2 - RULES AND REGULATIONS

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2.3 Limitation of Liability (continued)

2.3.6 IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE OR PROFITS. Company will not be liable for any act or omission by any other company(ies) furnishing a portion of the Service or associated facilities or equipment. If Company learns of actual or likely unauthorized, fraudulent, or unlawful use of any Company Service, Company may suspend Service without notice or liability. Company will not be liable for any failure of performance due to the use or abuse of Service by Customer including, but is not limited to, any calls placed by means of PBX-reorigination or any other equipment, service, or device. Compensation for any injury Customer suffers due to the fault of third parties must be sought from such third parties. Company will not be liable for any failure of performance due to any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury caused by Customer, its agents, or End Users, or by facilities or equipment provided by Customer or any Third Party Vendor. Company shall have no liability to any person or entity other than Customer and only as set forth herein.

2.3.7 Reserved for future use.

2.3.8 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.

2.3.9 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.6 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of the Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of the Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. The Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof. In addition, a portion or all of the Service may be provided over facilities of third parties. The Company will not be liable to the Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties. The Company's liability, if any, with regard to the delayed installation of facilities or commencement of Service will not exceed \$1,000.
- 2.3.7 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.8 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.9 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.10 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, supplier failures, shortages, breaches or delays, or other labor difficulties; or
- (E) The unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment; or
- (F) Explosions, vandalism, cable cut or other similar occurrences; or
- (G) Preemption of existing Services to restore Service(s) in compliance with part 64, Subpart 64, Subpart D, Appendix A, of the F.C.C.'s rules and regulations; or
- (H) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's control.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.11 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.3.12 If the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.3.13 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.
- 2.3.14 The Company may rely on Third Party Vendors for the performance of certain services such as Dedicated Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as agent for the Customer in obtaining such other services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.15 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service.
- (B) Damages caused by the fault or negligence or willful misconduct of the Customer or End User.
- (C) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost revenue or lost profits.
- (E) Any indirect, incidental, special or consequential damages, lost revenue or lost profits of any kind, even if Company is advised of the possibility of such consequences.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.15 (continued)

- (F) The use or abuse of any Service described herein by any party including, but not limited to, the Customer or End User. Use or abuse includes, but is not limited to, any calls placed by means of illegal equipment, service, or device. Compensation for any injury the customer may suffer to the fault of third parties must be sought from such other parties. Compensation for any injury the Customer may suffer due to the fault of third parties must be sought from such other parties.
- (G) Any action that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- (H) The Company will not be liable for any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

2.3.16 If someone other than the Customer (e.g., authorized or unauthorized) has use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.17 The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or Defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including Authorized Users) or Customer's customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials.

In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits or lost revenues of any kind or nature whatsoever arising out of any Defective Service or any other cause. Any warrantee and remedies explicitly set forth in this Tariff are exclusive and in lieu of all other warranties or remedies, whether expressed, implied or statutory, including without limitation implied warranties of merchantability and fitness for a particular purpose. In the event of an interruption in Service, any Defect in the Service whatsoever or a failure to perform under this Tariff, neither Company nor any Third Party Vendor or operator of facilities employed in the provision of the Service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits or lost revenues of any kind or nature whatsoever.

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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

- 2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week.
- 2.4.2 The Service offered herein may be used for any lawful purpose, including business, governmental, or other use. The Customer is liable for all obligations under this Tariff notwithstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of others.
- 2.4.3 Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is an authorized communications common carrier, an authorized resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's Service. However, this provision does not preclude an agreement between the Customer, Authorized User, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

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SECTION 2 - RULES AND REGULATIONS

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2.4 Use of Service (continued)

Service Commission

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions.

- (A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.
- (B) One Joint User or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or Authorized Users in the application for Service. Service Orders which involve the start, rearrangement or discontinuance of joint use or authorized use of Service will be accepted by the Company only from that Customer and will be subject to all requirements of these terms and conditions.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions.

- (A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.
- (B) One Joint User or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or Authorized Users in the application for Service. Service Orders which involve the start, rearrangement or discontinuance of joint use or authorized use of Service will be accepted by the Company only from that Customer and will be subject to all requirements of this Tariff.

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SECTION 2 - RULES AND REGULATIONS **Missouri Public**

2.4 Use of Service (continued)

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2.4.4 (continued)

Service Commission

- (C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or Authorized User designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or Authorized User will be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each Joint User or Authorized User must submit to the designated Customer a letter guaranteeing payment for the Joint User's or Authorized User's portion of all charges billed by the Company to Customer and specifying that the Joint User or Authorized User understands that Company will receive a copy of the guaranty from Customer. Customer will be responsible for allocating charges to each Joint User or Authorized User. T
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- (D) Joint use is a billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

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SECTION 2 - RULES AND REGULATIONS

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2.4 Use of Service (continued)

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2.4.4 (continued)

- (C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or Authorized User will be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each Joint User or Authorized User must submit to the designated Customer a letter guaranteeing payment for the Joint User's or Authorized User's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the Joint User or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each Joint User or Authorized User.

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- (D) Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 (continued)

- (C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or Authorized User will be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each Joint User or Authorized User must submit to the designated Customer a letter guaranteeing payment for the Joint User's or Authorized User's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the Joint User or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each Joint User or authorized user.
- (D) Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

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SECTION 2 - RULES AND REGULATIONS

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2.5 Obligations of the Customer

Service Commission

2.5.1 Customer shall indemnify, defend, and hold harmless Company (including the cost of reasonable attorneys' fees) against: C

- (A) Claims for libel, slander, infringement of copyright, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, or service mark arising out of the material, data, information, or other content transmitted by Customer, its agents, or End Users over Company-Provided facilities or equipment.
- (B) Claims for patent infringement arising from combining or connecting Company-Provided facilities or equipment with facilities, equipment, apparatus, or systems of Customer.
- (C) All other claims (including claims for damage to any business or property, or injury to, or death of, any person) arising out of any negligent or wrongful act or omission of Customer, its agents, End Users, or customers in connection with any Service or facilities or equipment provided by Company or Third Party Vendor. C

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer shall indemnify and hold the Company and its affiliates harmless against and from any court, administrative or agency action, suit or similar proceeding brought against Company and/or any affiliate of the Company for:

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting from Customer's (or its employees', agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or rates, or unauthorized or illegal acts of the Customer or its End User, its employees, agents, or independent contractors.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service and/or patent infringement claims arising from combining or connecting the Service with equipment and systems of the Customer or Authorized Users. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the Service(s) provided under this Tariff, any Circuit, apparatus, system or method provided by the Customer.

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SECTION 2 - RULES AND REGULATIONS

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2.5 Obligations of the Customer (continued)

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2.5.1 (continued)

Service Commission

- (D) Any and all claims, demands, suits, actions, losses, damages, assessments, or payments asserted against Company and/or any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service by someone other than Customer (e.g., authorized or unauthorized) who has use of the Service directly or indirectly through Customer.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer or End User of the right to privacy.
- (F) Any other claims whatsoever relating to, or arising from, message content or the transmission thereof. Claims arising out of or related to the contents transmitted via the Services (whether over the Company's or Third Party Vendor's network or over Local Access Circuits) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export laws, failure to procure necessary authorizations, clearances or consents, failure to meet governmental or other technical broadcasts standards, or claims that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal.
- (G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.

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SECTION 2 - RULES AND REGULATIONS

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2.5 Obligations of the Customer (continued)

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of Service or equipment and facilities of Company associated with the Service, unless such installation, operation, failure to operate, maintenance, condition, location or use is the direct result of the Company's knowing and willful misconduct.

In the event parties other than Customer (e.g., Customer's customers or Authorized Users) shall have use of the Service directly or indirectly through Customer, Customer shall forever indemnify and hold Company and any Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects or any claims described in Section 2.5.14 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

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2.5 Obligations of the Customer (continued)

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2.5.1 (continued)

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d/b/a SBC Long Distance

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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (I) Defacement of, or damage to, the premises of Customer and Authorized Users resulting from the installation, and/or removal of facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- (J) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer.
- (K) Defacement of, or damage to, the Customer's Premises resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises.
- (L) Claims arising out of the use of Services or Company-Provided equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

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Service Commission

SECTION 2 - RULES AND REGULATIONS Missouri Public

2.5 Obligations of the Customer (continued)

REC'D AUG 01 2003

2.5.1 (continued)

Service Commission

(E) Any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's Circuits, facilities, or equipment connected to Services. This includes without limitation, worker's compensation claims, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate Service(s). T

2.5.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions. T

2.5.3 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

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Original Sheet 53Southwestern Bell Communications Services, Inc. PSC Mo. - No. 2
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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

(M) Any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's Circuits, facilities, or equipment connected to Services. This includes without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's Circuits, facilities or equipment, and proceeding to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate Service(s).

2.5.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.

2.5.3 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.
- 2.5.5 The Customer is responsible for paying for all Services the Company provides to or from the Customer's Premises, regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part. These responsibilities are not changed due to any use, misuse or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees or public.
- 2.5.6 The termination or disconnection of Service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, and 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 2
d/b/a SBC Long Distance

Service Commission

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.7 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Company-designated facilities. The Customer will ensure that the signals emitted into the long distance network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the long distance network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with Local Access. In addition, the Customer shall comply with applicable Local Access Provider's signal power limitations and requirements.

2.5.8 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.17 of this Tariff for additional information regarding the Customer's obligations concerning taxes.

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SECTION 2 - RULES AND REGULATIONS Missouri Public

2.5 Obligations of the Customer (continued)

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2.5.9 Reserved for future use.

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2.5.10 If Service is terminated pursuant to Section 2.2.5, Section 2.2.6 or Section 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, the Customer will be deemed to have cancelled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.

2.5.11 The Company will accept orders from an agent appointed by the Customer. An agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for the Data Service will be sent to the agent and issued in the name of the Customer, in care of the agent. Regardless of the authority the Customer has given the agent to act on behalf of the Customer, the Customer retains responsibility for compliance with Tariff regulations and any act or omission of the agent.

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d/b/a SBC Long Distance

Service Commission

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.9 The Customer will be liable for reimbursing the Company for damages to facilities or Company-Provided equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, contractors, or authorized or unauthorized End User(s).

2.5.10 If Service is terminated pursuant to Section 2.2.5, Section 2.2.6 or Section 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, the Customer will be deemed to have cancelled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.

2.5.11 The Company will accept orders from an agent appointed by the Customer. An agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for the Data Service will be sent to the agent and issued in the name of the Customer, in care of the agent. Regardless of the authority the Customer has given the agent to act on behalf of the Customer, the Customer retains responsibility for compliance with Tariff regulations and any act or omission of the agent.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 2
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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.12 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Customer's Service, that entity's charges may be passed through to the Customer. The Customer is responsible for the payment of all such charges.

2.5.13 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

2.5.14 If the Company is acting as an agent of the Customer for ordering Dedicated Access for the provision of Data Service(s) and if the Customer is to be exempted from the monthly special access surcharge charged by the Local Access Provider, it is the Customer's responsibility to provide the Company with an Exemption Certificate.

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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.15 If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with service provided to a specific Customer and those charges are not specifically listed in this Tariff, those charges will be billed to the Customer on a pass-through basis. The Customer is responsible for payment of such charges.
- 2.5.16 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.5.17 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Customer shall reimburse the Company, in addition to any other remedy, for attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.
- 2.5.18 When Company or Third Party Vendor personnel must install, repair, maintain, program, inspect, remove equipment associated with the provision of the Service or implement changes the Customer has ordered, the Customer is responsible for arranging access to its premises at times mutually acceptable to the Company or the Third Party Vendor. An impairment may only be evident at certain times (e.g., a certain hour of the day). In such cases, Customer must make Service available for testing during the same time periods the trouble condition is to be corrected.

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SECTION 2 - RULES AND REGULATIONS

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2.5 Obligations of the Customer (continued)

Service Commission

2.5.19 The Customer must pay the Company for replacement or repair of damage to Company-Provided equipment or facilities if caused by:

- (A) the negligence or willful act of the Customer, End Users, or others; or T
- (B) the improper use of Services; or T
- (C) the use of equipment provided by Customers or End Users. After receipt of payment for the damages, the Company will cooperate with the Customer in its claim against any third party causing damage to Service. T

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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.19 The Customer must pay the Company for replacement or repair of damage to Company-Provided equipment or facilities if caused by:

- .1 the negligence or willful act of the Customer, End Users, or others; or
- .2 the improper use of Services; or
- .3 the use of equipment provided by Customers or End Users. After receipt of payment for the damages, the Company will cooperate with the Customer in its claim against any third party causing damage to Service.

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SECTION 2 - RULES AND REGULATIONS

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2.5 Obligations of the Customer (continued)

Service Commission

2.5.20 The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company. The Customer shall ensure that:

- (A) its equipment and/or system is properly interfaced with the Company-Provided equipment and facilities; and T
- (B) the signals emitted into the long distance network are the proper mode, Bandwidth, power, and signal level for the intended use of the Customer; and T
- (C) the signals do not damage Company-Provided equipment and/or facilities, injure Company or Third Party Vendor personnel, or degrade Service to other Customers. T

If the F.C.C. or another appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications Service, the Company will permit such equipment to be connected with the Channels without the use of protective interface devices.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 2
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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.20 The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company. The Customer shall ensure that:

- .1 its equipment and/or system is properly interfaced with the Company-Provided equipment and facilities; and
- .2 the signals emitted into the long distance network are the proper mode, Bandwidth, power, and signal level for the intended use of the Customer; and
- .3 the signals do not damage Company-Provided equipment and/or facilities, injure Company or Third Party Vendor personnel, or degrade Service to other Customers.

If the F.C.C. or another appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications Service, the Company will permit such equipment to be connected with the Channels without the use of protective interface devices.

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SECTION 2 - RULES AND REGULATIONS

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2.5 Obligations of the Customer (continued)

Service Commission

2.5.21 If the Customer fails to maintain its equipment and/or its system properly and this results in harm to:

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|---|---|
| (A) Company-Provided equipment or facilities, or | T |
| (B) Company's or Third Party Vendor's personnel, or | T |
| (C) quality of Service to other Customers of the Company, or | T |
| (D) quality of Service to subscribers of a Third Party Vendor providing a portion of Service, | T |

the Company may, upon written notice, require the use of protective equipment by the Customer at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may terminate the Customer's Service without liability.

2.5.22 The Customer is responsible for reimbursing the Company for charges incurred for special construction and/or special facilities that were ordered by the Company on the Customer's behalf at the Customer's request.

2.5.23 Customer agrees to defend the Company against the claims as set forth in Section 2.5 of this Tariff and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.21 If the Customer fails to maintain its equipment and/or its system properly and this results in harm to:

- .1 Company-Provided equipment or facilities, or
- .2 Company's or Third Party Vendor's personnel, or
- .3 quality of Service to other Customers of the Company, or
- .4 quality of Service to subscribers of a Third Party Vendor providing a portion of Service,

the Company may, upon written notice, require the use of protective equipment by the Customer at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may terminate the Customer's Service without liability.

2.5.22 The Customer is responsible for reimbursing the Company for charges incurred for special construction and/or special facilities that were ordered by the Company on the Customer's behalf at the Customer's request.

2.5.23 Customer agrees to defend the Company against the claims as set forth in Section 2.5 of this Tariff and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.

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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.24 The Customer agrees to operate any Company-Provided equipment in accordance with instructions of the Company or the Company's agent or designee. Failure to do so shall void any Company liability for interruption of Service and may make Customer responsible for damage to equipment.
- 2.5.25 Facilities utilized by the Company or a Third Party Vendor to provide Service under the provisions of this Tariff remain the property of the Company or Third Party Vendor. Customer agrees to return to the Company or authorized Third Party Vendor all Company-Provided equipment within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company (e.g., the cost of the equipment) due to Customer's failure to comply with this provision.
- 2.5.26 The Customer shall be solely responsible, at its own expense, for the overall design of Service and for any redesigning or rearrangement of Service which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller

- 2.6.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 and in Sections 2.6.2 through 2.6.6 hereof, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company.
- 2.6.2 In the event of non-payment by a Reseller's subscriber, the Company may be requested by the Reseller to block such subscriber's service because of non-payment of charges. Before the Company blocks Service to a Reseller's subscriber, the Reseller must certify that proper notice has been given to the subscriber. Proper notice must meet Commission rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).
- 2.6.3 Resellers will be responsible for paying all taxes and fees based upon the taxing jurisdiction's rules and regulations.
- 2.6.4 In addition to the other provisions in this Tariff, Resellers will be responsible for all interaction and interface with their own subscribers or customers. The provision of Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.

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SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller (continued)

2.6.5 If the Customer resells Services, the Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.

2.6.6 In addition to the other provisions in this Tariff, Resellers must have the appropriate authority in all areas where the Reseller provides service and provide such documentation to the Company when requested.

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SECTION 2 - RULES AND REGULATIONS

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2.7 Obtaining Services

Service Commission

2.7.1 General

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate that complies with the rules of the Commission. For example, the Company may require the Customer to execute a subscription letter, Service Order, letter of agency, service agreement, contract etc. depending on the Service(s) selected by the Customer. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with this Tariff. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.3 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

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2.7 Obtaining Services

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2.7.1 General

Service Commission

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with this Tariff. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.3 of this Tariff.

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Original Sheet 65

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 2
d/b/a SBC Long Distance

Service Commission

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services

2.7.1 General

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with this Tariff. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.3 of this Tariff.

CANCELLED

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By 1st RS65
Public Service Commission
MISSOURI

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May 20, 2005
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Service Commission

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Original Sheet 66

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 2
d/b/a SBC Long Distance

Service Commission

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Application for Service

(A) Any Applicant for Service may be required to sign a subscription letter requesting the Company to furnish Service in accordance with rates, charges, and regulations as specified in this Tariff. The Customer must provide the following information when the Customer places an order for Service(s) so that the Company can design, install, maintain, and bill the Service ordered:

- .1 Customer's name and address for billing purposes;
- .2 contact name and telephone;
- .3 contact name, telephone number, and address at each of the premises where Service is to be installed;
- .4 type of Service;
- .5 requested service date;
- .6 length of term;
- .7 the category of and interface and signaling if required;
- .8 other information necessary for the Company to provide the Service to the Customer; and
- .9 a point of contact for inquiries, trouble reports, and security management involving the service configurations.

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5850 W. Las Positas Blvd., Pleasanton, California 94588

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SECTION 2 - RULES AND REGULATIONS

Missouri Public

2.7 Obtaining Services (continued)

REC'D MAR 28 2002

2.7.2 Application for Service (continued)

Service Commission

(B) The Customer may be required to execute written Service Orders or other documents relating to the Service, but Customer shall be obligated under the terms of this Tariff even if such Service Orders or other documentation have not been executed.

(C) In the event any provisions set forth in Service Orders conflict with the provisions set forth in this Tariff, the provisions set forth in this Tariff shall prevail.

2.7.3 Establishment of Credit; Indebtedness; Toll Restriction

T

(A) Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed subscription letter or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

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Original Sheet 67
Service Commission**CANCELLED**

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Application for Service (continued)

- (B) The Customer may be required to execute written Service Orders or other documents relating to the Service, but Customer shall be obligated under the terms of this Tariff even if such Service Orders or other documentation have not been executed.
- (C) In the event any provisions set forth in Service Orders conflict with the provisions set forth in this Tariff, the provisions set forth in this Tariff shall prevail.

2.7.3 Establishment of Credit

(A) Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed subscription letter or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

(B) Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

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SECTION 2 - RULES AND REGULATIONS

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2.7 Obtaining Services (continued)

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2.7.3 Establishment of Credit; Indebtedness; Toll Restriction (continued)

Service Commission

(B) Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time. The Company may establish credit limits for new and existing Customers. Where a credit limit is established for a Customer, the Customer will be notified of the Customer's initial credit limit amount and any subsequent credit limit changes.

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Where a Customer becomes delinquent in payments, a new credit limit may be established that is lower than the Customer's initial credit limit. In the event a Customer's established credit limit is exceeded, or in the event a Customer becomes delinquent in the Customer's payments, the Company may implement its toll blocking process. Pursuant to that process, the Company may place a restriction on or discontinue Customer's use of intrastate long distance services, including calling card use, 1+, 0+, and all 900/976/700/500 calls until the Customer makes payment arrangements satisfactory to the Company. Access to local calling, operator assisted calls, emergency services (9-1-1), calls placed via a toll free number (800, 877, 888 or other area code assignments as appropriate) will not be affected. In the event that toll access is restricted or blocked pursuant to the foregoing, Customers attempting to access restricted services will be automatically routed to either a recorded announcement or a service representative for information regarding restoration of service. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable.

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Service Commission

SECTION 2 - RULES AND REGULATIONS

Missouri Public

2.7 Obtaining Services (continued)

REC'D MAR 28 2002M

2.7.3 Establishment of Credit; Indebtedness; Toll Restriction (Continued) Commission M/T

(B) Customer M

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time. The Company may establish credit limits for new and existing Customers. Where a credit limit is established for a Customer, the Customer will be notified of the Customer's initial credit limit amount and any subsequent credit limit changes. The Company reserves the right to deny furnishing its calling cards to any Customer or Applicant the Company deems high-risk. Where a Customer becomes delinquent in payments, a new credit limit may be established that is lower than the Customer's initial credit limit. In the event a Customer's established credit limit is exceeded, or in the event a Customer becomes delinquent in the Customer's payments, the Company may implement its toll blocking process. Pursuant to that process, the Company may place a restriction on or discontinue Customer's use of intrastate long distance services, including calling card use, 1+, 0+, and all 900/976/700/500 calls until the Customer makes payment arrangements satisfactory to the Company. Access to local calling, operator assisted calls, emergency services (9-1-1), calls placed via a toll free number (800, 877, 888 or other area code assignments as appropriate) will not be affected. In the event that toll access is restricted or blocked pursuant to the foregoing, Customers attempting to access restricted services will be automatically routed to either a recorded announcement or a service representative for information regarding restoration of service. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable.

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M - Material Moved From Original Sheet 67

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Missouri

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SECTION 2 - RULES AND REGULATIONS **Missouri Public**

2.7 Obtaining Services (continued)

REC'D MAR 28 2002

2.7.3 Establishment of Credit; Indebtedness; Toll Restriction (continued)

Service Commission

(C) Indebtedness; Concurrent Indebtedness; Prior Indebtedness

The Company reserves the right to refuse Service to any Applicant who is indebted to the Company for Service(s) previously furnished until satisfactory payment arrangements have been made for all such indebtedness. The Company further reserves the right to refuse Service to any Applicant who is currently indebted to the Company for Service(s) on another Company account, until satisfactory payment arrangements have been made for all such indebtedness. Where a Customer subscribes to more than one active telephone account, and the Company suspends or terminates Service to one or more of the Customer's accounts for nonpayment, the Company may, at its option, initiate action for collection, including the action to suspend or terminate some or all of the other active Customer accounts, with notice as prescribed under Section 2.20 of this Tariff. The Company may also refuse Service to any Applicant attempting to establish Service for a former Customer who is indebted for previous Service(s), regardless of whether or not the previous Customer was furnished Service at the same location, until satisfactory payment arrangements have been made for payment of all such prior indebtedness. If Service is established and it is subsequently determined that any of the foregoing conditions of indebtedness exists, the Company may suspend or terminate such Service until satisfactory arrangements have been made for the payment of the prior indebtedness.

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SECTION 2 - RULES AND REGULATIONS

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2.7 Obtaining Services (continued)

Service Commission

2.7.3 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(C) Indebtedness; Concurrent Indebtedness; Prior Indebtedness

The Company reserves the right to discontinue granting any further credit to Customer in the event of Customer's repeated delinquency in payment for Services, fraudulent use, suspension or disconnection of Service, the Customer files for protection under the United States Bankruptcy Code, or any other material breach, where not prohibited by federal law, rule or regulation. In such event, the Company may, at its sole discretion, require the Customer to prepay for all future Services as thereafter directed by the Company.

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d/b/a SBC Long Distance

Original Sheet 68
Service Commission

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments

2.8.1 Customer Deposits

(A) General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.3 of this Tariff may be required to make a deposit to be held by the Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed.

(B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for three months' Service. The Company will determine the amount of the deposit.

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d/b/a SBC Long Distance

Original Sheet 69
Service Commission

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments

2.8.1 Customer Deposits

(C) Interest on Deposits

If applicable, the Company will pay interest on deposits according to the rules and regulations of the Commission. The Company will pay an interest rate on any security deposit it collects equal to a rate of one percent (1%) above the prime lending rate as published in the *Wall Street Journal* for the last business day of September. This rate shall be adjusted annually on October 1 of each year. Interest shall be credited annually upon the account of the Customer or paid upon the return of the deposit, whichever occurs first.

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Original Sheet 70

Service Commission

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 2
d/b/a SBC Long Distance

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.1 Customer Deposits (continued)

(D) Return of Deposit

A deposit will be returned:

- When an application for Service has been canceled prior to the establishment of Service; or
- At the end of one year of satisfactory payments for Service; or
- Upon discontinuance of Service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

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Service Commission

SECTION 2 - RULES AND REGULATIONS

Missouri Public

2.8 Customer Deposits / Advance Payments (continued)

REC'D AUG 28 2002

2.8.2 Advance Payments

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The Company reserves the right to require an advanced payment from Customers and Applicants who, in the Company's judgment, present an undue risk of nonpayment. Such advanced payment may be required instead of or in addition to a security deposit. The Company shall be authorized to apply such advanced payments against any Service charges incurred by the Customer. The advanced payment shall be equal to or less than estimated installation charges plus two months estimated billing. Advance payment requirements may be increased or decreased by the Company as it deems necessary in the light of changing conditions. The Company may alternatively require such Customers and Applicants to authorize Credit Card billing for advance payments as described in Section 2.9 of this Tariff. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

- (A) the Customer's or Applicant's payment history (if any) with the Company and its affiliates;
- (B) Customer's ability to demonstrate adequate ability to pay for the Service;
- (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;
- (D) information relating to Customer's management, owners, and affiliates (if any); and
- (E) the Applicant's or Customer's actual Data Services charges. The Company does not pay interest on advance payments.

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SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

REC'D MAR 28 2002

2.8.2 Advance Payments

Service Commission

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The Company reserves the right to require an advanced payment from Customers and Applicants who, in the Company's judgment, present an undue risk of nonpayment. Such advanced payment may be required instead of or in addition to a security deposit. The Company shall be authorized to apply such advanced payments against any Service charges incurred by the Customer. The advanced payment shall be equal to or less than estimated installation charges plus two months estimated billing. Advance payment requirements may be increased or decreased by the Company as it deems necessary in the light of changing conditions. The Company may alternatively require such Customers and Applicants to authorize credit card billing for advance payments as described in Section 2.9 of this Tariff. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

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- (A) the Customer's or Applicant's payment history (if any) with the Company and its affiliates;
- (B) Customer's ability to demonstrate adequate ability to pay for the Service;
- (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;
- (D) information relating to Customer's management, owners, and affiliates (if any);
- (E) the Applicant's or Customer's actual Data Services charges. The Company does not pay interest on advance payments.

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d/b/a SBC Long Distance

Original Sheet 71
Service Commission

SECTION 2 - RULES AND REGULATIONS **CANCELLED**

2.8 Customer Deposits / Advance Payments (continued)

2.8.2 Advance Payments

MAY 01 2002
By *LSRS* 71
Public Service Commission
MISSOURI

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

- (A) the Customer's or Applicant's payment history (if any) with the Company and its affiliates;
- (B) Customer's ability to demonstrate adequate ability to pay for the Service;
- (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;
- (D) information relating to Customer's management, owners, and affiliates (if any); and
- (E) the Applicant's or Customer's actual Data Services charges. The Company does not pay interest on advance payments.

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Service Commission

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 2
d/b/a SBC Long Distance

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill

2.9.1 General

- (A) The Company uses cycle billing. The billing period is one (1) month. Except for fraud, charges may be assessed for unbilled Data Services charges up to two (2) years in arrears.
- (B) The Company utilizes direct billing by the Company or an authorized billing agent. The availability of the billing option is controlled by the Company not the Customer.
- (C) If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- (D) In instances where the Company orders Dedicated Access as an agent for the Customer, the Company will become the customer-of-record with the Local Access Provider. The Company will bill the Customer on a pass-through basis.

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SECTION 2 - RULES AND REGULATIONS

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REC'D AUG 01 2003

2.9 Rendering Bill (continued)

Service Commission

2.9.1 General (continued)

- (E) Credit Card billing and automatic withdrawal from the Customer's checking or savings account may be available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash. With Credit Card billing, charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Should the Customer cancel or change their designated Credit Card for billing, the Customer shall promptly inform the Company and designate new information for billing. Charges for Service are billed monthly in accordance with terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill; call detail will be provided by the Company in a separate mailing. T
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- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month. For Data Services, billing for MRCs will commence on Customer's due date. N
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- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.

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SECTION 2 - RULES AND REGULATIONS Missouri Public

2.9 Rendering Bill (continued)

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2.9.1 General (continued)

Service Commission

- (E) Credit card billing and automatic withdrawal from the Customer's checking or savings account may be available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash. With credit card billing, charges for Services provided by the Company are billed on the Customer's designated and approved credit card. Should the Customer cancel or change their designated credit card for billing, the Customer shall promptly inform the Company and designate new information for billing. Charges for Service are billed monthly in accordance with terms and conditions between the Customer and the Customer's designated credit card company. Call detail will not be included in the credit card bill; call detail will be provided by the Company in a separate mailing. T T N
- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month. N
- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 2
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SECTION 2 - RULES AND REGULATIONS

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2.9 Rendering Bill (continued)


2.9.1 General (continued)

MAY 01 2002

By *lsf* 73
Public Service Commission
MISSOURI

- (E) Where billing systems allow, automatic withdrawal from the Customer's checking or savings account are available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash.
- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month.
- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 2
d/b/a SBC Long Distance

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

- (H) Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.
- (I) In the event that the Company's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of the non-performance by the Customer of any obligation set forth in this Tariff, the Customer shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide Service.

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d/b/a SBC Long Distance

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company And/Or Authorized Billing Agent

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of \$5.00 or 1.5% per month, whichever is greater. The one-time penalty shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in the favor of the Company.

2.9.3 Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, the charges for Services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Data Services billing detail will be provided by the Company in a separate mailing.

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2.9 Rendering Bill (continued)

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2.9.4 Grace Period

Service Commission

For Data Services, billing for all MRCs will commence on the Customer's due date. However, if a Customer is unable or not ready to accept Service within twenty-five (25) calendar days after the original Service due date, the Customer may cancel the Service Order and pay a Service Order Cancellation Charge. If the Customer does not cancel the Service Order or arrange for Service installation, the Company will commence billing on the original Service due date. If Service is cancelled by the Customer after billing commences but before Service installation, the Customer is liable for the TLC pursuant to Section 2.26.2 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

Missouri Public

2.9 Rendering Bill (continued)

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2.9.4 Grace Period

Service Commission

For Data Services, billing for all MRCs will commence beginning the day of installation and Customer's acceptance of Service. However, if a Customer is unable or not ready to accept Service within twenty-five (25) calendar days after the original Service due date, the Customer may cancel the Service Order and pay a Service Order Cancellation Charge. If the Customer does not cancel the Service Order or arrange for Service installation, the Company will commence billing on the original Service due date. If Service is cancelled by the Customer after billing commences but before Service installation, the Customer is liable for the TLC pursuant to Section 2.26.2 of this Tariff. C

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 2
d/b/a SBC Long Distance

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.4 Grace Period

Billing for all MRCs will commence beginning the day of installation and Customer's acceptance of Service. However, if a Customer is unable or not ready to accept Service within twenty-five (25) calendar days after the original Service due date, the Customer may cancel the Service Order and pay a Service Order Cancellation Charge. If the Customer does not cancel the Service Order or arrange for Service installation, the Company will commence billing on the 26th day beyond the original Service due date. If Service is cancelled by the Customer after billing commences but before Service installation, the Customer is liable for the TLC pursuant to Section 2.26.2 of this Tariff.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 2
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SECTION 2 - RULES AND REGULATIONS

2.10 Disputed Charges

2.10.1 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. A Customer may advise the Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to the Company during normal business hours. A dispute must be registered with the Company prior to the delinquent date of the charge for a Customer to avoid termination of Service as provided by this Tariff.

2.10.2 Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. If the Company and a Customer fail to resolve a matter in dispute, the Company shall advise the Customer of its right to file an informal or formal complaint with the Commission under 4 CSR 240.070.

2.10.3 Failure of the Customer to participate in the Company's effort to resolve a dispute or claim will constitute a waiver of the Customer's rights to a continuance of Service.

2.10.4 Customers may contact the Commission in writing at the following address: Missouri Public Service Commission, 200 Madison Street, Suite 100, P. O. Box 360, Jefferson City, Missouri 65102 or via telephone at (800) 392-4211.

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SECTION 2 - RULES AND REGULATIONS

2.11 Customer Care Department

Customer correspondence must be addressed to the attention of the Customer Care Department and sent to the appropriate office. The Customer may also contact the Company's Customer Care Department by calling a toll free number. The Company's Customer Care address and toll free number are printed on the Customer's bill. For Customers using automatic withdrawal from the checking or savings account, the Company's Customer Care address and toll free number are provided with the Customer's Data Services billing detail.

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SECTION 2 - RULES AND REGULATIONS

2.12 Service Installation

- 2.12.1 The Company will provide Service in accordance with the Customer's requested Service due date, subject to the constraints established by the Company's schedule of standard intervals for installation of Service. The Company shall make available to all Customers, upon request, a schedule of applicable standard intervals. The schedule shall specify the standard number of days required to provision a specific Service and the quantities of Service that can be provided by a requested date. The Company will not accept orders for Service with requested due dates which exceed the applicable standard interval due date by more than six (6) months.
- 2.12.2 If the Customer requests that installation be performed at hours of the day or days of the week other than normal work hours or days (8:00 am to but not including 5:00 pm Monday through Friday excluding holidays) or interrupts work once begun, additional labor charges apply as shown in Section 7.2 of this Tariff.
- 2.12.3 If the Company misses a Service due date by more than thirty-five (35) days and such delay is not requested or caused by the Customer (excluding those circumstances where the date is missed due to acts of God, governmental requirements, work stoppages and civil commotions), the Customer may cancel the Service Order without incurring cancellation charges.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 2
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SECTION 2 - RULES AND REGULATIONS

2.13 Service Maintenance

The Services provided under this Tariff shall be maintained by the Company or a Company-designated representative. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any Company-Provided facilities, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 2
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SECTION 2 - RULES AND REGULATIONS

2.14 Technical Standards

- 2.14.1 The technical standards described in this Tariff set forth objectives for the Company to follow. In no circumstance shall these technical standards be construed as creating any warranty on the part of the Company, with the exception of those warranties expressly set forth in this Tariff.
- 2.14.2 Repair efforts will be undertaken upon notification of trouble by network surveillance and performance systems or by notification of trouble and release of all or part of the Service by the Customer for testing.
- 2.14.3 The Company calculates network availability on Customer action requests. The Customer must notify the Company's Customer Care Department or other location designated by the Company and initiate an action to request to determine if the Service variables were met.
- 2.14.4 Notwithstanding the foregoing, at the Company's option, the Company may provide a comparable transmission alternative, e.g. satellite transmission. Such alternative transmission shall comply with the respective standards commonly used in the industry for such service.

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2.15 Interconnection

Subject to the technical limitations established by the Company, Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems. Any special interface equipment or facilities necessary to achieve compatibility between the Company-Provided equipment and facilities and those of other carriers shall be provided at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS

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2.16 Application of Rates and Charges

Service Commission

2.16.1 Application of Base Rate Charges

For rules and regulations regarding the application of charges for Private Line Service, see Section 3.5 of this Tariff. For rules and regulations regarding the application of charges for Frame Relay Service, see Section 5.2.4 of this Tariff. T

2.16.2 Application of Ancillary/Administrative Charges

(A) Installation Charge

- .1 A non-recurring installation charge applies to each new Service provided by the Company. Installation charges may also apply to existing Service(s) moved to a new location at the Customer's request and changes in Service when re-engineering is required. The charges specified in this Tariff do not contemplate installation, maintenance or repair work being performed at a time when overtime wages apply as a result of the Customer, Authorized User or Joint User requests, nor do they contemplate work once begun being interrupted by the Customer, Authorized User or Joint User. Installation charges vary by type of Service.

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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges

2.16.1 Application of Base Rate Charges

For rules and regulations regarding the application of charges for Private Line Service, see Section 3.5 of this Tariff. For rules and regulations regarding the application of charges for Frame Relay Service, see Section 5.1.5 of this Tariff.

2.16.2 Application of Ancillary/Administrative Charges

(A) Installation Charge

- .1 A non-recurring installation charge applies to each new Service provided by the Company. Installation charges may also apply to existing Service(s) moved to a new location at the Customer's request and changes in Service when re-engineering is required. The charges specified in this Tariff do not contemplate installation, maintenance or repair work being performed at a time when overtime wages apply as a result of the Customer, Authorized User or Joint User requests, nor do they contemplate work once begun being interrupted by the Customer, Authorized User or Joint User. Installation charges vary by type of Service.

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SECTION 2 - RULES AND REGULATIONS

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2.16 Application of Rates and Charges (continued)

Service Commission

2.16.2 Application of Ancillary/Administrative Charges (continued)

(B) Service Order Change Charge

- .1 A change order is a request by the Customer to add, change or rearrange a Portion of Service. Unless otherwise indicated in this Tariff, the Service Order Change Charge applies when a Customer requests and add, change, or rearrangement of Service before installation, and the request requires engineering redesign. Without charge, the Customer may make any change in the information contained in a Service Order for up to and including three (3) business days following the Customer Commitment Date. However, if the Customer notifies the Company more than three (3) days following the Customer Commitment Date and requests to change information on the Service Order that requires the redesign of the Service, the Customer will be billed a Service Order Change Charge. T
- .2 Administrative changes such as change of name, billing address or telephone number are considered a record change rather than a change order. A Service Order Change Charge does not apply for record changes.

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SECTION 2 - RULES AND REGULATIONS

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2.16 Application of Rates and Charges (continued)

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2.16.2 Application of Ancillary/Administrative Charges (continued)

Service Commission

(B) Service Order Change Charge

- .1 A change order is a request by the Customer to add, change or rearrange a portion of Service. Unless otherwise indicated in this Tariff, the Service Order Change Charge applies when a Customer requests and add, change, or rearrangement of Service before installation, and the request requires engineering redesign. Without charge, the Customer may make any change in the information contained in a Service Order for up to and including three (3) business days following the Customer Commitment Date. However, if the Customer notifies the Company more than three (3) days following the Customer Commitment Date and requests to change information on the Service Order that requires the redesign of the Service, the Customer will be billed a Service Order Change Charge.
- .2 Administrative changes such as change of name, billing address or telephone number are considered a record change rather than a change order. A Service Order Change Charge does not apply for record changes.

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Southwestern Bell Communications Services, Inc. PSC Mo. - No. 2
d/b/a SBC Long Distance

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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

(B) Service Order Change Charge

- .1 A change order is a request by the Customer to add, change or rearrange a portion of Service. Unless otherwise indicated in this Tariff, the Service Order Change Charge applies if the order requires engineering redesign. Without charge, the Customer may make any change in the information contained in a Service Order for up to and including three (3) business days following the Customer Commitment Date. However, if the Customer notifies the Company more than three (3) days following the Customer Commitment Date and requests to change information on the Service Order that requires the redesign of the Service, the Customer will be billed a Service Order Change Charge.
- .2 Administrative changes such as change of name, billing address or telephone number are considered a record change rather than a change order. A Service Order Change Charge does not apply for record changes.

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SECTION 2 - RULES AND REGULATIONS

Missouri Public

REC'D DEC 10 2003

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

Service Commission

(B) Service Order Change Charge (continued)

.3 If the only change the Customer requests to a Service Order is to change the requested Service due date to a date sooner than the standard interval due date for that type of Service offering, an Order Expedite Charge as described in Section 7.3 of this Tariff applies in lieu of the Service Order Change Charge.

.4 Change In Service Before Installation and Acceptance By Customer

If the Customer requests a change in Service to upgrade the Bandwidth to a higher Bandwidth, the request is processed as a change order.

.a If the Customer requests a change to upgrade the Bandwidth of a Data Service to a higher Bandwidth and the length of the term plan is at least equal to the length of the original term plan agreement, the Service Order Change Charge does not apply. The Customer is responsible to the Company for all costs incurred on behalf of the Customer, including costs incurred as an agent for the customer, for the original Bandwidth ordered. The installation charges for the higher Bandwidth apply.

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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

(B) Service Order Change Charge (continued)

.3 If the only change the Customer requests to a Service Order is to change the requested Service due date to a date sooner than the standard interval due date for that type of Service offering, an Order Expedite Charge as described in Section 7.3 of this Tariff applies in lieu of the Service Order Change Charge.

.4 Change In Service Before Installation and Acceptance By Customer

If the Customer requests a change in Service to upgrade the Bandwidth to a higher Bandwidth, the request is processed as a change order.

.a If the Customer requests a change to upgrade the Bandwidth of a Data Service to a higher Bandwidth and the length of the term plan is at least equal to the length of the original term plan agreement, the Service Order Change Charge does not apply. The Customer is responsible to the Company for all costs incurred on behalf of the Customer, including costs incurred as an agent for the customer, for the original bandwidth ordered. The installation charges for the higher bandwidth apply.

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SECTION 2 - RULES AND REGULATIONS

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2.16 Application of Rates and Charges (continued)

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2.16.2 Application of Ancillary/Administrative Charges (continued)

Service Commission

(B) Service Order Change Charge (continued)

.4 Change In Service Before Installation and Acceptance By Customer
(continued)

- .b If the Customer requests a change to upgrade the Bandwidth of a Data Service to a higher Bandwidth and the length of the term plan is not at least equal to the length of the original term plan, the Service Order Change Charge does apply. The Customer is responsible to the Company for all costs incurred on behalf of the Customer, including costs incurred as an agent for the customer, for the original Bandwidth ordered. The installation charges for the higher Bandwidth apply.

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SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

(B) Service Order Change Charge (continued)

.4 Change In Service Before Installation and Acceptance By Customer
(continued)

- .b If the Customer requests a change to upgrade the Bandwidth of a Data Service to a higher Bandwidth and the length of the term plan is not at least equal to the length of the original term plan, the Service Order Change Charge does apply. The Customer is responsible to the Company for all costs incurred on behalf of the Customer, including costs incurred as an agent for the customer, for the original bandwidth ordered. The installation charges for the higher bandwidth apply.

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Service Commission

2. When a Customer cancels an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except as follows: the Company has notified a Customer or a prospective Customer of the possibility that special expenses may be incurred in connection with provisioning the Customer's Service, and the Company incurs such expenses. Expenses could include special construction or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

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SECTION 2 - RULES AND REGULATIONS

Missouri Public

2.16 Application of Rates and Charges (continued)

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2.16.2 Application of Ancillary/Administrative Charges (continued) Service Commission

(C) Service Order Cancellation Charge

- .1 Without charge, the Customer may cancel a Service Order for up to and including three (3) business days following the Customer Commitment Date. If the Customer cancels Service more than three (3) business days after the Customer Commitment Date but before monthly recurring charges begin, a Service Order Cancellation Charge applies. The Service Order Cancellation Charge is per Service. C
- .2 When the Customer cancels Service before monthly recurring charges begin, and the Company incurs an expense in connection with special construction or where special arrangements of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred applies. In such cases, this charge applies to allow the Company to recover the otherwise nonrecoverable costs of engineering, labor, material, equipment, and other related expenses. This charge is in addition to the Service Order Cancellation Charge described in Section 2.16.2 (C).1 of this Tariff. This charge may not exceed the charge for the minimum period of Service ordered, including installation charges, and other charges the Company may have incurred that would have been chargeable to the Customer had Service been initiated. C

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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

(C) Service Order Cancellation Charge

- .1 Without charge, the Customer may cancel a Service Order for up to and including three (3) business days following the Customer Commitment Date. If the Customer cancels Service more than three (3) business days after the Customer Commitment Date but before Customer's acceptance of Service, a Service Order Cancellation Charge applies. The Service Order Cancellation Charge is per Service.
- .2 When the Customer cancels Service prior to the Customer's acceptance of Service and the Company incurs an expense in connection with special construction or where special arrangements of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred applies. In such cases, this charge applies to allow the Company to recover the otherwise nonrecoverable costs of engineering, labor, material, equipment, and other related expenses. This charge is in addition to the Service Order Cancellation Charge described in Section 2.16.2 (C).1 of this Tariff. This charge may not exceed the charge for the minimum period of Service ordered, including installation charges, and other charges the Company may have incurred that would have been chargeable to the Customer had Service been initiated.

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SECTION 2 - RULES AND REGULATIONS

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2.16 Application of Rates and Charges (continued)

Service Commission

2.16.2 Application of Ancillary/Administrative Charges (continued)

(D) FRS Configuration Change Charge

If the Customer requests to change the physical location of at least one end of a Circuit, the Configuration Change Charge applies.

(E) FRS Port Order Change Charge

If a Customer requests to increase or decrease the UNI or Access Gateway/NNI Port speed, the FRS Port Order Change Charge applies.

(F) PVC Change Order Charge

If a Customer requests to increase or decrease the PVC speed, the PVC Change Order Charge applies.

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SECTION 2 - RULES AND REGULATIONS

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2.16 Application of Rates and Charges (continued)

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2.16.3 Application of Additional Labor Charges

Service Commission

Additional labor charges will apply when the Customer requests the following:

- (A) installation or Circuit changes during non-business hours or under unusual circumstances; or T
- (B) a Company-designated technician at the Customer's Premises or trouble that results from problems in the Customer's equipment; or T
- (C) the provision of engineering design or other activities which are not normally provided as part of the design and installation of Service; or T
- (D) expedited Service Orders. T

The Customer will be billed for non-standard installation, maintenance, and engineering provided by Company or Company-designated personnel at the rates shown in Section 7.2 of this Tariff. The Customer will be billed for a minimum of one (1) hour for each occurrence. For all time in excess of the one (1) hour minimum, the Customer will be billed in increments of fifteen (15) minutes. Any fraction of a fifteen (15) minute period will be rounded to next fifteen (15) minute increment.

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SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.3 Application of Additional Labor Charges

Additional labor charges will apply when the Customer requests the following:

- .1 installation or Circuit changes during non-business hours or under unusual circumstances; or
- .2 a Company-designated technician at the Customer's Premises or trouble that results from problems in the Customer's equipment; or
- .3 the provision of engineering design or other activities which are not normally provided as part of the design and installation of Service; or
- .4 expedited Service Orders.

The Customer will be billed for non-standard installation, maintenance, and engineering provided by Company or Company-designated personnel at the rates shown in Section 7.2 of this Tariff. The Customer will be billed for a minimum of one (1) hour for each occurrence. For all time in excess of the one (1) hour minimum, the Customer will be billed in increments of fifteen (15) minutes. Any fraction of a fifteen (15) minute period will be rounded to next fifteen (15) minute increment.

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Service Commission

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.4 Application of Local Access Charges

- (A) If requested by the Customer, the Company will act as the Customer's agent for obtaining the required Local Access. Third party Local Access facilities are offered at a pass through rate equal to the price at which those services are provided to Company by the Local Access Provider. The rates and charges of the Local Access Provider apply for all Local Access facilities used in conjunction with the Company's Service(s).
- (B) The Company will act as the Customer's agent for payment of Local Access charges to the Local Access Provider.

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SECTION 2 - RULES AND REGULATIONS

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2.16 Application of Rates and Charges (continued)

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2.16.4 Application of Local Access Charges (continued)

Service Commission

- (C) If requested by the Customer, the Company will act as the Customer's agent T for ordering and coordinating installation, re-arrangement or removal of Local Access facilities. Where Company acts as the Customer's agent for payment of Local Access charges, the Company will also pass along to the Customer Local Access Provider charges associated with the Customer's request order.
- (D) Subject to the availability of personnel, Company may perform other operational functions related to administration and maintenance of Local Access facilities. Such functions will be provided at non-standard installation, maintenance and engineering rates contained in this Tariff.

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2.16 Application of Rates and Charges (continued)

Service Commission

2.16.4 Application of Local Access Charges (continued)

- (C) Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as the Customer's agent for ordering and coordinating installation, re-arrangement or removal of Local Access facilities. Where Company acts as the Customer's agent for payment of Local Access charges, the Company will also pass along to the Customer Local Access Provider charges associated with the Customer's request order. C C T
- (D) Subject to the availability of personnel, Company may perform other operational functions related to administration and maintenance of Local Access facilities. Such functions will be provided at non-standard installation, maintenance and engineering rates contained in this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.4 Application of Local Access Charges (continued)

- (C) The Company will act as the Customer's agent for ordering and coordinating installation, re-arrangement or removal of Local Access facilities. Where Company acts as the Customer's agent for payment of Local Access charges, the Company will also pass along to the Customer any Local Access Provider charges associated with the Customer's request order.
- (D) Subject to the availability of personnel, Company may perform other operational functions related to administration and maintenance of Local Access facilities. Such functions will be provided at non-standard installation, maintenance and engineering rates contained in this Tariff.

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SECTION 2 - RULES AND REGULATIONS

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2.17 Taxes and Fees

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2.17.1 General

Service Commission

- (A) Customer will be responsible for the payment for all Services provided by the Company and for the payment of all excise, sales, use, gross receipts, or other taxes and surcharges. Federal excise tax, and state and local sales, use, and similar taxes and surcharges shall be billed separately from charges for Services. The Company may also impose surcharges on Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or to pay to, others in support of statutory or regulatory programs (e.g. universal service funds). The Company will not provide advance notice of changes to taxes and surcharges, except as required by law.

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SECTION 2 - RULES AND REGULATIONS

2.17 Taxes and Fees

2.17.1 General

- (A) In addition to the charges specifically pertaining to Services, certain federal, state, and local taxes and fees apply to Services. All charges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval. These taxes and fees are calculated based upon the point of origination of the Service, the point of termination of the Service, and the taxing jurisdiction's rules and regulations. All federal, state, and local taxes and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed as a separate line item on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.17 Taxes and Fees (continued)

2.17.1 General (continued)

- (B) Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, taxes or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, taxes or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, taxes or similar liabilities and any of the challenged assessments, duties, fees, taxes or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company.

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SECTION 2 - RULES AND REGULATIONS

2.17 Taxes and Fees (continued)

2.17.2 Tax Exemption Certificate

(A) In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. New Customers are required to provide the requested documentation at the time Service is ordered.

(B) Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges.

.1 At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and will be responsible for the payment of same until such time as the Company has ceased billing the applicable taxes.

.2 The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority.

(C) Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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SECTION 2 - RULES AND REGULATIONS

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2.18 Credits For Service Outages

Service Commission

2.18.1 No credits or refunds for interruptions of Service shall be made for:

- (A) interruptions caused by the negligence (including the provision of inaccurate information) or willful misconduct of the Customer, its Authorized Users or its End User; T
- (B) interruptions during any period which the Company or its agents are not afforded access to any Customer Premise where Service is originated or terminated;
- (C) interruptions during any period when the Customer has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of a Customer's Service Order;
- (D) interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis;
- (E) interruptions not reported to the Company;
- (F) interruptions occurring prior to the start of Service;
- (G) interruptions caused by outages or failure of Local Access provided by a Local Access Provider for Frame Relay Service; T

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SECTION 2 - RULES AND REGULATIONS

2.18 Credits For Service Outages

2.18.1 No credits or refunds for interruptions of Service shall be made for:

- .1 interruptions caused by the negligence (including the provision of inaccurate information) or willful misconduct of the Customer, its Authorized Users or its End User; or
- .2 interruptions during any period which the Company or its agents are not afforded access to any Customer Premise where Service is originated or terminated; or
- .3 interruptions during any period when the Customer has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of a Customer's Service Order; or
- .4 interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis; or
- .5 interruptions not reported to the Company; or
- .6 interruptions occurring prior to the start of Service; or
- .7 interruptions caused by outages or failure of Local Access provided by a Local Access Provider for Frame Relay Service; or

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2.18 Credits For Service Outages (continued)

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2.18.1 (continued)

Service Commission

- (H) failure of power, facilities, equipment, systems or connections not provided by the Company or a Company-designated Third Party Vendor; T
- (I) a result of scheduled maintenance or testing or troubleshooting; or |
- (J) any cause beyond the Company's control, or the control of the Local Access Provider for Private Line Service. T

- 2.18.2 Credit allowances for interruption of Data Service(s) shall be made upon Customer request. Following the start of Service date, if the Customer reports an interruption in Service to the Company's Customer Care Department or other location designated by the Company, the Customer shall receive credit(s) applicable to the Service directly affected. An interruption ends when the Service is restored. Interruptions shall be accumulated to the nearest half-hour period. Each interruption is considered separately for the purpose of establishing the credit allowance. A credit for Service Outages is Customer's sole and exclusive remedy for any interruption in Service. The credit for a billing period shall not exceed the monthly rate for the affected rate element. N
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SECTION 2 - RULES AND REGULATIONS

2.18 Credits For Service Outages (continued)

2.18.1 (continued)

- .8 failure of power, facilities, equipment, systems or connections not provided by the Company or a Company-designated Third Party Vendor; or
- .9 a result of scheduled maintenance or testing or troubleshooting; or
- .10 any cause beyond the Company's control, or the control of the Local Access Provider for Private Line Service.

2.18.2 Credit allowances for interruption of Data Service(s) shall be made upon Customer request. Following the start of Service date, if the Customer reports an interruption in Service to the Company's Customer Care Department or other location designated by the Company, the Customer shall receive credit(s) applicable to the Service directly affected. Interruptions shall be accumulated to the nearest half-hour period. Each interruption is considered separately for the purpose of establishing the credit allowance. The credit for a billing period shall not exceed the monthly rate for the rate element.

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SECTION 2 - RULES AND REGULATIONS

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2.18 Credits For Service Outages (continued)

Service Commission

2.18.3 Notice of interruption should be reported by the Customer to the Company's Customer Care Department or other location designated by the Company. An interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an interruption nor corresponding credit as provided in Section 2.18.2 of this Tariff. For specific detail regarding out-of-service credits for Private Line Service, see Sections 3.2 of this Tariff. For specific details regarding out-of-service credits for Specialized Communications Services, see Section 5.6 of this Tariff.

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2.18.4 If the Customer elects to use another means of transmission during the period of interruption, the Customer is solely responsible for payment of the charges and for the alternate transmission service used.

2.18.5 The credit provided in Section 2.18.2 of this Tariff is the Customer's sole and exclusive remedy for any interruption in Service.

2.18.6 The Services provided under this Tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Tests and adjustment shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

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SECTION 2 - RULES AND REGULATIONS

2.18 Credits For Service Outages (continued)

2.18.3 Notice of interruption should be reported by the Customer to the Company's Customer Care Department or other location designated by the Company. An interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an interruption nor corresponding credit as provided in Section 2.18.2 of this Tariff. For specific detail regarding out-of-service credits for Private Line Service, see Sections 3.2 of this Tariff. For specific details regarding out-of-service credits for Specialized Communications Services, see Section 5.4 of this Tariff.

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