

Schedule of Rates, Rules and Regulation  
Resale and Facilities-Based Competitive Local Exchange Telecommunications Services  
Provided in the State of Missouri

OFFERED BY

**Network PTS, Inc.**

Competitive Telecommunications Company

14472 Wicks Boulevard  
San Leandro, CA 94577

Applying generally to its authorized territories within the State of Missouri. This tariff applies to the Company's competitive local exchange services in specified exchanges within the Company's certificated area in the State of Missouri.

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**LIST OF WAIVED STATUTES AND REGULATIONS**

The Missouri Public Service Commission in its order in the case of *In the Matter Of the Application of Network PTS, Inc., for a Certificate of Service Authority to Provide Basic Local Telecommunications Services in Portions of the State of Missouri*, Case No. TA-98-572, waived the following statutes and regulations:

**STATUTES**

392.210.2	-	Uniform System of Accounts
392.240.1	-	Just and Reasonable Rates
392.270	-	Ascertain Property Values
392.280	-	Depreciation Accounts
392.290	-	Issuance of Securities
392.300.2	-	Acquisition of Stock
392.310	-	Issuance of Stock & Debt
392.320	-	Stock dividend payment
392.330	-	Issuance of securities, debt and notes
392.340	-	Reorganization(s)

**COMMISSION RULES**

4 CSR 240-10.020	-	Depreciation fund income
4 CSR 240-30.040	-	Uniform System of Accounts
\$ CSR 240-3.550(5)(C)	-	File exchange boundary maps with Commission

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new Pages are occasionally added to the tariff. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current Page version on file with the PSCM. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the PSCM follows in its tariff approval process, the most current Page number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).

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**EXPLANATION OF SYMBOLS**

Changes to this tariff are identified on the revised page (s) the use of symbols. The following are the symbols used and the chary indicated by them:

- (C) - To signify a changed regulation.
- (D) - To signify a discontinued rate or regulation.
- (I) - To signify an increase in rate or charge.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify a new rate or regulation.
- (R) - To signify a reduced rate or charge.
- (S) - To signify a correction or reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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## INTRODUCTION

This tariff applies to the Telephone Company's resale and facilities-based offering of local exchange telecommunications services, upon receiving a customer request for service, within the following AT&T Missouri exchanges:

Adrian	Caruthersville	Festus-Crystal City	Kennett
Advance	Cedar Hill	Fisk	Kirksville
Agency	Center	Flat River	Knob Noster
Altenburg-Frohna	Chaffee	Frankford	Lake Ozark-Osage Beach
Antonia	Charleston	Fredericktown	Lamarr
Archie	Chesterfield	Freeburg	LaMonte
Argyle	Chillicothe	Fulton	Lancaster
Armstrong	Clarksville	Gideon	Leadwood
Ash Grove	Clever	Glasgow	Lilbourn
Beaufot	Climax Springs	Grain Valley	Linn
Bell City	Deering	Gravois Mills	Lockwood
Benton	DeKalb	Gray Summit	Louisiana
Billings	Delta	Greenwood	Macks Creek
Bismarck	DeSoto	Hannibal	Malden
Bloomfield	Dexter	Harvester	Manchester
Bloomsdale	Downing	Hayti	Marble Hill
Bonne Terre	East Prairie	Herculaneum-Pevely	Marceline
Boonville	Edina	Hibgee	Marionville
Bowling Green	Eldon	High Ridge	Marshall
Brookfield	Elsberry	Hillsboro	Marston
Camdenton	Essex	Holcomb	Maxville
Campbell	Eureka	Hornersville	Meta
Cape Girardeau	Excelsior Springs	Imperial	Mexico
Cardwell	Farley	Jackson	Moberly
Carl Junction	Farmington	Jasper	Monett
Carrollton	Fayette	Joplin	Montgomery City
Carthage	Fenton	Kansas City Metropolitan	Morehouse

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**INTRODUCTION, CONT'D.**

Neosho	Pond	St. Joseph	Tuscumbia
Nevada	Poplar Bluff	St. Louis Metropolitan	Union
New Franklin	Portage Des Sioux	St. Marys	Valley Park
New Madrid	Portageville	San Antonio	Versailles
Oak Ridge	Puxico	Scott City	Vienna
Old Appleton	Qulin	Sedalia	Walnut Grove
Oran	Richmond	Senath	Wardell
Pacific	Richwoods	Sikeston	Ware
Patton	Risco	Slater	Washington
Paynesville	Rushville	Smithville	Webb City
Perryville	Ste. Genevieve	Springfield Metropolitan	Wellsville
Pierce City	St. Charles	Stanberry	Westphalia
Pocohontas-New Wells	St. Clair	Trenton	Wyatt

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**SECTION 1.0 - APPLICATION OF TARIFF**

**1.1 General**

This tariff contains the regulations, rates and charges applicable to the provision of facilities-based and resold local exchange telecommunications service by Network PTS, Inc., for use by customers in the state of Missouri. Exchanges served are listed herein.

This tariff is on file with the Commission. In addition, this tariff is available for review at the main office of Network PTS, Inc., at 14472 Wicks Boulevard, San Leandro, CA 94577.

Applications for initial or additional services made verbally or in writing become a contract on establishment of the service or facility.

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**SECTION 1.0 - APPLICATION OF TARIFF, CONT'D.****1.2 Definitions**

**Access Line** - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

**Account** - A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are provided with the second or non-primary local exchange access line.

**Account Codes** - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

**Advance Payment** - Part or all of a payment required before the start of service.

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

**Authorized User** - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Commission** - The Missouri Public Service Commission.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public

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**SECTION 1.0 - APPLICATION OF TARIFF, CONT'D.**

**1.2 Definitions, Cont'd.**

**Company** - Network PTS, Inc., the issuer of this tariff.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Customer Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

**Customer Terminal Equipment** - Terminal equipment provided by the Customer, also known as Customer Premises Equipment (CPE).

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

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**SECTION 1.0 - APPLICATION OF TARIFF, CONT'D.**

**1.2 Definitions, Cont'd.**

**Exchange Telephone Company or Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**ICB** - Individual Case Basis.

**IXC or Interexchange Carrier**- A long distance telecommunications services provider.

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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**SECTION 1.0 - APPLICATION OF TARIFF, CONT'D.**

**1.2 Definitions, Cont'd.**

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

**MoPSC** - Missouri Public Service Commission

**MOU** - Minutes of Use.

**NECA** - National Exchange Carriers Association.

**Network PTS** - Network PTS, Inc., issuer of this tariff.

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

**PBX** - Private Branch Exchange

**PIN** - Personal Identification Number. See Authorization Code.

**Point of Presence ("POP")** - Point of Presence

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

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

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**SECTION 1.0 - APPLICATION OF TARIFF, CONT'D.**

**1.2 Definitions, Cont'd.**

**Service Order** - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Shared Inbound Calls** - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

**Shared Outbound Calls** - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

**Station** - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

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**SECTION 1.0 - APPLICATION OF TARIFF, CONT'D.**

**1.2 Definitions, Cont'd.**

**Subscriber** - The person, firm, partnership, corporation, or other entity who orders telecommunications service from Network PTS. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**SWBT** - Southwestern Bell Telephone Company.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Usage Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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**SECTION 2.0 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this rate sheet in connection with one-way and/or two-way information transmission originating from points within the State of Missouri, and terminating within a local calling area as defined herein.

The Company is responsible under this rate sheet only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

**2.1.2 Shortage of Equipment or Facilities**

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this rate sheet is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.3 Terms and Conditions**

- (A) Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this rate sheet, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this rate sheet. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the rate sheet, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this rate sheet prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) In any action between the parties to enforce any provision of this rate sheet, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (E) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this rate sheet; or
  - (2) the Customer is using the service in violation of the law.
- (F) This rate sheet shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.3 Terms and Conditions, Cont'd.**

- (G) Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (H) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (I) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be approved by the Commission prior to the furnishing of service.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.4 Limitations on Liability**

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.4 Limitations on Liability, Cont'd.**

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - (3) Any unlawful or unauthorized use of the Company's facilities and services;
  - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.4 Limitations on Liability, Cont'd.**

**(D) Cont'd.**

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any noncompletion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.4 Limitations on Liability, Cont'd.**

- (E) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- (H) **Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly rate sheet rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly rate sheet rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.4 Limitations on Liability, Cont'd.**

**(I) With respect to Emergency Number 911 Service:**

- (1) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury 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 by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- (2) Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.4 Limitations on Liability, Cont'd.****(I) With respect to Emergency Number 911 Service, Cont'd.**

- (3) When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.6 Provision of Equipment and Facilities**

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this rate sheet. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.6 Provision of Equipment and Facilities, Cont'd.**

(F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (2) the reception of signals by Customer-provided equipment; or

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.7 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this rate sheet, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Public Service Commission of Missouri's regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this rate sheet will apply.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with rate sheet regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- (A) the payment of all applicable charges pursuant to this rate sheet;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.3 Obligations of the Customer, Cont'd.****2.3.1 General, Cont'd.**

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.3 Obligations of the Customer, Cont'd.**

**2.3.2 Liability of the Customer**

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this rate sheet. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this rate sheet.

**2.4.2 Station Equipment**

- (A) Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.4 Customer Equipment and Channels, Cont'd.**

**2.4.3 Interconnection of Facilities**

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (C) Facilities furnished under this rate sheet may be connected to Customer provided terminal equipment in accordance with the provisions of this rate sheet. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this rate sheet only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.4 Customer Equipment and Channels, Cont'd.**

**2.4.4 Inspections**

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Missouri gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

**2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.5 Payment Arrangements, Cont'd.****2.5.2 Billing and Collection of Charges, Cont'd.**

- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated pro rata based on the actual number of days in the month.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) The following information will appear on Residential bills:
- the number of access lines for which charges are stated
  - the beginning or ending dates of the billing period
  - the date the bill becomes delinquent if not paid on time
  - the unpaid balance (if any)
  - the amount for basic service and an itemization of the amount due for toll service, if applicable, including the date and duration of each toll call
  - an itemization of the amount due for taxes, franchise fees, Relay Missouri surcharge, 911 surcharges (if applicable) and other surcharges as may be necessary and appropriate
  - the total amount due
  - if applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated
  - a telephone number where inquiries may be made
  - if a deposit is held by the Company
- (F) During the first billing period in which a residential Customer receives service, the Company provides each Customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.5 Payment Arrangements, Cont'd.****2.5.3 Late Payment Fee**

If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

**2.5.4 Return Check Charge**

A service charge equal to \$25.00 will be assessed in accordance with Missouri law for all checks or other payment type submitted by the Customer to the Company and returned or dishonored by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.5.5 Disputed Bills**

- (A) In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- (B) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Missouri in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Missouri Public Service Commission  
301 West High  
Harry S. Truman State Office Building  
Jefferson City, MO 65102

- (C) If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.6 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

**2.5.7 Deposits**

The Company does not collect Customer deposits.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.5 Payment Arrangements, Cont'd.****2.5.8 Discontinuance of Service for Cause**

Service may be discontinued for any of the following reasons:

- (A) nonpayment of an undisputed delinquent charge;
- (B) unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- (C) failure to substantially comply with terms of a settlement agreement;
- (D) refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
- (E) material misrepresentation of identity in obtaining telephone utility service;
- (F) as approved by federal or state law.
- (G) Service may not be discontinued by the Company for failure to pay charges not subject to Missouri Public Service Commission's jurisdiction unless specifically authorized in this tariff.
- (H) Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such day.
- (I) Customers shall have 21 days from the rendition of a bill to pay the charges stated.
- (J) Residential service shall not be discontinued unless written notice by first-class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. All notices shall be sent on the 5<sup>th</sup> of the month.
- (K) At least 24 hours preceding a discontinuance the Company shall make reasonable efforts to contact the customer to advise of the proposed discontinuance and what steps must be taken to avoid it.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.9 Cancellation of Application for Service - Contract Services Only**

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any 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, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described above will be calculated and applied on a case-by-case basis.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.5 Payment Arrangements, Cont'd.****2.5.10 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.6 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this rate sheet by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

**2.6.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.6 Allowances for Interruptions in Service, Cont'd.**

**2.6.1 General, Cont'd.**

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**2.6.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.6 Allowances for Interruptions in Service, Cont'd.****2.6.2 Limitations of Allowances, Cont'd.**

- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.6.3 Use of Another Means of Communications**

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

**2.6.4 Application of Credits for Interruptions in Service**

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.6 Allowances for Interruption in Service, Cont'd.****2.6.4 Application of Credits for Interruptions in Service, Cont'd.****(D) Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**(E) Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**(F) Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.6 Allowances for Interruption in Service, Cont'd.****2.6.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

**2.7 Use of Customer's Service by Others****2.7.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this rate sheet. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2.

**2.8.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

**2.9 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.9.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3 pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.10 Notices and Communications**

- 2.10.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3** Except as otherwise stated in this rate sheet, all notices or other communications required to be given pursuant to this rate sheet will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.11 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this rate sheet, such taxes, fees and surcharges are in addition to rates as quoted in this rate sheet and will be itemized separately on Customer invoices. All charges and fees subject to MoPSC jurisdiction, except taxes and franchise fees, will be submitted to the MoPSC for prior approval.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.12 Miscellaneous Provisions**

**2.12.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

**2.12.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.13 Customer Responsibility**

**(A) Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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**SECTION 3.0 - LOCAL SERVICE AREAS****3.1 Local Service Areas**

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with that Underlying Carrier's existing local exchange boundary maps as approved by the Commission.

The local calling areas will mirror the local calling areas of AT&T f/k/a SBC Missouri, exclusive of the two-way Extended Area Service exchanges.

**3.1.1 Rate Groups**

The Company mirrors Rate Groups as defined by AT&T f/k/a SBC Missouri.

Rate Group A	1-4,999 access lines
Rate Group B	5,000 - 59,999 access lines
Rate Group C	60,000 - 229,999 access lines
Rate Group C	Metro Call Area 1
Rate Group D	230,000 + access lines
Rate Group D	Metro Call Area 1 and 2

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**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)**
**3.1 Local Service Areas, (Cont'd.)****3.1.2 Exchanges**

<b>Exchange</b>	<b>Extended Area Service</b>
Adrian	Archie
Advance	Bell City
Agency	St. Joseph
Altenburg-Frohna	Pocahontas-New Wells
Anontia-Metropolitan Calling Area-4	Cedar Hill-Local Only, Hillsboro-Local Only
Antonia-Local Only	Cedar Hill, Herculanum-Pevely High Ridge, Hillsboro, Imperial and Maxville
Archie-Local Only	Adrian
Archie-Metropolitan Calling Area-5	Adrian
Argyle	
Armstrong	Fayette, Glasgow
Ash Grove	
Beaufort	
Bell City	Advance, Oran
Belton	
Benton	Chaffee, Oran and Scott City
Billings-Local Only	Clever and Republic
Billings-Metropolitan Calling Area	Clever-Local Only
Bismarck	Flat River, Leadwood
Bloomfield	Dexter, Essex
Bloomsdale	Ste. Genevieve
Blue Springs	
Bonne Terre	Flat River, Leadwood
Boonville	New Franklin
Bowling Green	

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**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)**
**3.1 Local Service Areas, (Cont'd.)****3.1.2 Exchanges, (Cont'd.)**

<b>Exchange</b>	<b>Extended Area Service</b>
Bridgeton	
Brookfield	
Camdenton	Gravois Mills, Lake Ozark -Osage Beach
Campbell	
Cape Girardeau	Jackson, Scott City, McClure, Illinois
Cardwell	Hornersville, Senath
Carl Junction	Joplin, Webb City
Carrollton	
Carthage	
Caruthersville	Deering, Hayti
Cedar Hill- Local Only	Antonia, High Ridge, Hillsboro and Ware
Cedar Hill- Metropolitan Calling Area	Hillsboro-Local Only, Ware-Local Only
Center	
Chaffee	Benton, Delta, Oran, Scott City
Charleston	East Prairie, Wyatt
Chesterfield- Local Only	Manchester, Harvester and Pond, plus the Creve Coeur zone of the St. Louis Metropolitan Exchange
Chesterfield- Metropolitan Calling Area	Harvester-Local Only and Pond-Local Only
Chillicothe	
Clarksville	Louisiana, Paynesville
Clever-Local Only	Billings, Nixa and Republic
Clever-Metropolitan Calling Area	Billings-Local Only
Climax Springs	
Creve Coeur	
Deering	Caruthersville, Hayti and Kennett
DeKalb	Rushville, St. Joseph
Delta	Chaffee, Oran
DeSoto Local Only	Festus-Crystal City, Hillsboro and Ware
DeSoto- Metropolitan Area	Festus-Crystal City-Local Only, Hillsboro-Local Only, Ware-Calling Local Only

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**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)**
**3.1 Local Service Areas, (Cont'd.)****3.1.2 Exchanges, (Cont'd.)**

<b>Exchange</b>	<b>Extended Area Service</b>
Dexter	Bloomfield, Essex
Downing	
East Independence	
East Prairie	Charleston
Edina	
Eldon	Lake Ozark-Osage Beach, Tuscumbia
Elsberry	Paynesville
Essex	Dexter, Bloomfield
Eureka-Local Only	High Ridge, Manchester, Pacific, Pond and Valley Park
Eureka-Metropolitan Calling Area-4	Pacific-Local Only
Excelsior Springs	
Fair Grove	
Farley	
Farmington	Flat River
Fayette	Armstrong, Glasgow and New Franklin
Fenton-Local Only	Maxville, Valley Park and High Ridge, plus the Kirkwood and Sappington zones of the St. Louis Metropolitan Exchange
Fenton-Metropolitan Calling Area-3	High Ridge-Local Only
Ferguson	
Festus-Crystal City- Local Only	DeSoto, Herculaneum-Pevely, Hillsboro
Festus-Crystal City- Metropolitan Calling Area 5	DeSoto-Local Only, Hillsboro-Metropolitan Local Only
Fisk	Poplar Bluff
Flat River	Bismarck, Bonne Terre, Farmington, Leadwood
Florissant	
Frankford	
Fredericktown	
Freeburg	
Fulton	
Gideon	Malden, Risco
Gladstone	
Glasgow	Armstrong, Fayette

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**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)**
**3.1 Local Service Areas, (Cont'd.)****3.1.2 Exchanges, (Cont'd.)**

<b>Exchange</b>	<b>Extended Area Service</b>
Grain Valley- Local Only	The Blue Springs zone of the Kansas City Metropolitan Exchange
Gravois Mill	Camdenton, Lake Ozark-Osage Beach, Versailles
Gray Summit Local Only	Pacific, Union
Gray Summit- Metropolitan Area-5	Calling Pacific-Local Only, Union
Greenwood- Local Only	The Belton and Lee's Summit zones of the Kansas City Metropolitan Exchange
Hannibal	
Harvester- Local Only	Chesterfield, Pond, St. Charles and St. Peters
Hayti	Caruthersville, Deering, Wardell
Herculaneum-Pevely Local Only	Antonia, Festus-Crystal City and Imperial
Herculaneum-Pevely- Metropolitan Calling Area-4	Festus-Crystal City-Local Only
Higbee	Moberly
High Ridge- Local Only	Antonia, Cedar Hill, Eureka, Fenton, Maxville and Valley Park
High Ridge-Metropolitan Calling Area-4	Cedar Hill-Local Only
Hillsboro- Local Only	Antonia, Cedar Hill, DeSoto, Festus-Crystal City and Ware
Hillsboro- Metropolitan Calling Area 5	Cedar Hill-Local Only, DeSoto-Local Only, Festus-Crystal City-Local Only, Ware-Local Only
Holcomb	Kennett
Hornersville	Cardwell and Senath
Imperial-Local Only	Antonia, Herculaneum-Pevely and Maxville, plus the Oakville zone of the St. Louis Metropolitan Exchange
Imperial-Metropolitan Calling Area-3	Antonia-Local Only Herculaneum-Pevely-Local Only
Independence	
Jackson	Cape Girardeau, Oak Ridge, Pocahontas-New Wells, McClure, Illinois
Jasper	
Joplin	Carl Junction, Webb City

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**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)**
**3.1 Local Service Areas, (Cont'd.)****3.1.2 Exchanges, (Cont'd.)**

<b>Exchange</b>	<b>Extended Area Service</b>
Kansas City - Metropolitan Gladstone, Independence, Parkville, Raytown, South Kansas City Calling Area-1	
Kansas City - Metropolitan Belton, Blue Springs, East Independence, Lee's Summit, Liberty, Calling Area-2	Nashua
Kennett	Deering, Holcomb, Senath
Kirksville	
Kirkwood	
Knob Noster	
Ladue	
Lake Ozark-Osage Beach	Camdenton, Eldon, Gravois Mills, Tuscumbia
Lamar	
LaMonte	
Lancaster	
Leadwood	Bismarck, Bonne Terre Flat River
Lee's Summit	
Liberty	
Lilbourn	Marston, New Madrid
Linn	
Lockwood	
Louisiana	Clarksville
Macks Creek	
Malden	Gideon, Risco
Manchester- Local Only	Chesterfield, Eureka, Pond and Valley Park, plus the Creve Coeur and Kirkwood zones of the St. Louis Metropolitan Exchange
Manchester-Metropolitan Calling Area-3	Eureka-Local Only and Pond-Local Only
Marble Hill	
Marceline	
Marionville	
Marshall	
Marston	Lilbourn, New Madrid and Portageville

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**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)**
**3.1 Local Service Areas, (Cont'd.)****3.1.2 Exchanges, (Cont'd.)**

<b>Exchange</b>	<b>Extended Area Service</b>
Maxville- Local Only	Antonia, Fenton, High Ridge and Imperial, plus the Mehlville, Oakville and Sappington zones of the St. Louis Metropolitan Exchange
Maxville-Metropolitan Calling Area-3	Antonia-Local Only and High Ridge-Local Only
Mehlville	
Meta	
Metropolitan Calling Area-1	Fair Grove, Nixa, Republic, Rogersville, Strafford, Willard
Mexico	
Moberly	Higbee
Monett	Pierce City
Montgomery City	Bellflower
Morehouse	Sikeston
Nashua	
Neosho	
Nevada	Milo
New Franklin	Boonville, Fayette
New Madrid	Lilbourn, Marston
Nixa Zone	Clever
Oak Ridge	Jackson, Pochontas-New Wells
Oakville	
Old Appleton	Perryville
Oran	Bell City, Benton, Chaffee, Delta
Overland	
Pacific-Local Only	Gray Summit, Eureka, Pond
Pacific-Metropolitan Calling Area-5	Gray Summit-Local Only
Parkville	
Patton	
Paynesville	Clarksville, Elsberry
Perryville	Old Appleton, St. Marys, Kaskaskia, Illinois

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**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)****3.1 Local Service Areas, (Cont'd.)****3.1.2 Exchanges, (Cont'd.)**

<b>Exchange</b>	<b>Extended Area Service</b>
Pierce City	Monett
Pocahontas- New Wells	Altenburg-Frohna, Jackson, Oak Ridge
Pond-Local Only	Chesterfield, Eureka, Harvester, Manchester, Pacific
Pond-Metropolitan Calling Area-4	Pacific-Local Only
Poplar Bluff	Fisk, Qulin
Portage Des Sioux	
Portageville	Marston
Puxico	
Qulin	Poplar Bluff
Raytown	
Republic Zone	Billings, Clever
Richmond	
Richwoods	
Risco	Gideon, Malden
Riverview	
Rogersville	
Rushville	DeKalb, St. Joseph
San Antonio	St. Joseph
Sappington	
Scott City	Benton, Cape Girardeau, Chaffee, McClure, Illinois
Sedalia	
Senath	Cardwell, Hornersville, Kennett
Sikeston	Morehouse
Slater	
Smithville- Local Only	Ferrelview, plus the Liberty and Nashua zones of the Kansas City Metropolitan Exchange

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**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)**
**3.1 Local Service Areas, (Cont'd.)****3.1.2 Exchanges, (Cont'd.)**

<b>Exchange</b>	<b>Extended Area Service</b>
South Kansas City	
Spanish Lake	
Springfield Metropolitan Exchange	Principal Zone
St. Charles- Local Only	Harvester
St. Charles-Metropolitan Calling Area-3	Harvester-Local Only
St. Clair	
St. Joseph	Agency, DeKalb, Rushville, San Antonio
St. Louis - Metropolitan Calling Area-1	Ferguson, Ladue, Mehlville, Overland, Riverview, Snappington, Webster Groves
St. Louis - Metropolitan Calling Area-2	Bridgeton, Creve Coeur, Florissant, Kirkwood, Tiffany Springs, Oakville, Spanish Lake
St. Marys	Perryville, Ste. Genevieve, Kaskaskia, Illinois
Stanberry	
Ste. Genevieve	Bloomsdale, St. Marys, Kaskaskia, Illinois
Strafford	
Tiffany Springs	
Trenton	Brimson, Galt, Laredo, Spickard
Tuscumbia	Eldon, Lake Ozark-Osage Beach
Union	Gray Summit

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**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)****3.1 Local Service Areas, (Cont'd.)****3.1.2 Exchanges, (Cont'd.)**

<b>Exchange</b>	<b>Extended Area Service</b>
Valley Park- Local Only	Fenton, Eureka, High Ridge, Manchester, plus the Kirkwood zone of the St. Louis Metropolitan Exchange
Valley Park-Metropolitan Calling Area-3	Eureka-Local Only and High Ridge-Local Only
Versailles	Gravois Mills
Vienna	
Walnut Grove	
Wardell	Hayti
Ware-Local Only	DeSoto, Cedar Hill, Hillsboro
Ware-Metropolitan Calling Area-5	DeSoto-Local Only, Cedar Hill- Local Only, Hillsboro-Local Only
Washington	
Webb City	Carl Junction, Joplin
Webster Groves	
Wellsville	
Westphalia	
Willard	
Wyatt	Charleston

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.****4.1 Flat Rate Business Service**

Flat Rate Business Service provides the business Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Access lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines.

Flat Rate Business Service lines are provided on a single party (individual) basis only. No multi-party lines are provided.

At the Customer's request, the Company will provide, at no additional monthly charge, toll restriction service. All lines are restricted from dialing 900/976 pay-per-call information services.

Recurring charges for Flat Rate Business Service are billed monthly in advance. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

**4.2 Flat Rate Residential Service**

Flat Rate Residential Service provides the business Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Access lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines.

Flat Rate Residential Service lines are provided on a single party (individual) basis only. No multi-party lines are provided.

At the Customer's request, the Company will provide, at no additional monthly charge, toll restriction service. All lines are restricted from dialing 900/976 pay-per-call information services.

Recurring charges for Flat Rate Residential Service are billed monthly in advance. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.****4.3 Public Access Line Service**

Payphone Access Line Service is offered for use with a pay telephone and requires coin, coinless and/or coin/card ready pay telephones.

Service is provided to Pay Telephone Service Providers opting to provide a means to the general public, transients and/or collective groups to place local and/or toll calls. Service is a two-way, or optionally, a one-way originating only one-party business exchange access line. 1+900 call restriction is provided at no additional charge.

**4.3.1 Selective Class of Call Screening**

Selective Class of Call Screening will be provided where such facilities are available, at the pay telephone service provider's option. Such screening enables the pay telephone provider to restrict outgoing operator-handled calls placed over the telephone network to only those calls which are charged to a called telephone, third number or a calling card account. The company is not responsible for screening those calls placed over the network of any carrier, other than the Company. No variation, alteration or refashion of the screening codes, billing restrictions, applicable access or other general provision of the Selective Class of Call Screening treatment will be permitted.

**4.3.2 Billed Number Screening**

Billed Number Screening will be provided, at the pay telephone service provider's option at no additional charge. Such screening restricts certain calls placed over the Company's network, such as collect calls or bill to third number calls, from being billed to the pay telephone. Pay telephone service providers not subscribed to this feature will be fully responsible for all collect calls and third-number billed calls which are billed to their exchange access line.

**4.3.3 Answer Supervision-Line Side**

Answer Supervision-Line Side provides "off-hook" supervisory signals to customer premises equipment. These signals originate from the called party's service central office to a line interface at the calling party's service central office. This provides the signaling necessary to allow billing to begin. This feature is not compatible with Call Waiting, Speed Calling and Three-Way Calling features when provided with Selective Class of Call Screening. Answer Supervision is an optional service and is available where facilities exist.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.3 Public Access Line Service, (Cont'd.)**

**4.3.4 Regulations**

- (A) Directory listings may be provided under the terms and conditional governing the furnishing of listings for business line customers.
- (B) The Company is not liable for shortages of coins deposited and/or collected from the pay telephones used on PAL Service.
- (C) The Company is not liable for end-user fraud associated with failure of the Subscriber's pay telephones to perform correctly.

**4.3.5 Responsibility of the Customer**

- (A) The customer shall be responsible for the installation, operation and maintenance of any pay telephone used in connection with this service.
- (B) The customer shall be responsible for the payment of a Trouble Isolation Charge for visits by a Company employee to the customer's remises when a service difficulty or trouble report results from the use of a pay telephone.
- (C) The customer shall be responsible for payment of charges for all toll messages originating from or accepted at this type of service.
- (D) Pay telephones must be registered in compliance with Part 68 of the FCC's Registration Program or connected behind an FCC registered coupler.
- (E) The customer is responsible for the refund of coins when lost or collected in error.
- (F) The pay telephone service provider must comply with all present and future FCC and Commission rules and regulations, violation of which may result in service suspension or disconnection.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.4 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service and for changes in existing services.

Line Connection Charge: Applies to requests for connection of an exchange access line.

Service Order Changes/Adds: Applies to Customer requests for changes in service or additions to service.

Service Moves: Applies to Customer request for a move in the physical location of the service access line.

Trouble Isolation Charge: Applies to Customer request for a technician site visit to determine the nature of a problem with Customer's service.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.5 911 Emergency Service**

- 4.5.1** The Company is obligated to supply the E-911 service provider in the Company service area with information necessary to update the E-911 database at the time the Company submits Customer orders to the local exchange company whose service is being resold or whose lease facilities have been purchased for the provision of local service pursuant to these tariffs.
- 4.5.2** At the time the company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.
- 4.5.3** The Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point (PSAP). The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 4.5.4** The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310.
- 4.5.5** The Company undertakes no responsibility to inspect or to monitor 911 service facilities to discover errors, defects or malfunctions in 911 service.
- 4.5.6** By dialing 911, the 911 service calling party waives all privacy rights afforded by non-listed and non-published service to the extent that the Customer's telephone number, name, address associated with the originating station location are furnished to the PSAP.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.****4.6 Directory Assistance Services**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired. There are no call allowances for Directory Assistance.

**4.6.1 Basic Directory Assistance**

The rates specified following apply when Customers request company assistance in determining telephone numbers of Customers who are located in the same local service area or who are not located in the same local service area but who are located within the same NPA.

Charges will not apply for calls placed from hospital services or from business or residence main telephone exchange line registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.****4.6 Directory Assistance Services, Cont'd.****4.6.2 Directory Assistance Call Completion**

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

The DACC portion of the call may either be billed in the same manner as the DA portion or alternately billed by using a calling card, billing to a third number, or collect.

There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in Section 4.9.1.

**4.6.3 Nationwide Directory Assistance**

Nationwide Directory Assistance is a service whereby Customers may request assistance in determining listing information on a nationwide basis. Requests for local or intraLATA listings are billed under the basic Directory Assistance charges as described in this Section. The regulations and rates set forth below apply to all calls from Customers who request assistance in determining telephone number information of subscribers who are located outside their LATA.

The Customer will be charged for each call. Customer may request up to two listings per call. The nationwide listing rate applies per call whether or not a number is provided; this includes requests for numbers which are non-published or non-listed.

There are no billing exemptions or allowances for Nationwide Directory Assistance.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.****4.7 Local Operator Service**

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate.

Operator Assistance charges do not apply for the following calls:

- Calls to Company-listed Official Public Emergency Agencies
- Calls to official Company numbers
- Calls to Directory Assistance Service
- Calls from persons experiencing dialing difficulty
- Calls from persons who are visually and/or physically disabled will be exempted by means of the completion of a self-certification form supplied by the Company.

**4.7.1 Regulations**

- (A) Company will not bill for incomplete calls where answer supervision is available. Company will not bill for incomplete calls and will remove any charges for incomplete calls upon (1) subscriber notification of (2) Company knowledge.
- (B) The caller and billed party, if different from the caller, will be advised that Company is the operator service provider at the time of the initial contact.
- (C) Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- (D) Only tariffed rates approved by this Commission for the Company shall appear on the Company's bill.
- (E) Company shall be listed on the bill.
- (F) Company will employ reasonable calling card verification procedures, acceptable to the company issuing the calling card.
- (G) Company will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.7 Local Operator Service, Cont'd.**

**4.7.1 Regulations, Cont'd.**

- (H) Upon request, Company will transfer calls to other authorized interexchange Company or to the LEC, if billing can list the caller's actual origination point.
- (I) Company will refuse operator services to traffic aggregators which block access to other Companies.
- (J) Company will assure that traffic aggregators will post and display information including (1) that company is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange Companies.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.****4.8 Busy Line Verification and Emergency Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit. If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.****4.9 Directory Listing Service****4.9.1 General**

The following applies to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgement of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

One listing, termed the primary listing is included with each Customer's service.

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The additional directory listing charge commences with the delivery date of the issue of the directory in which the listing first appears. The monthly rate for an additional listing commences the day after the directory assistance records are posted.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the Customer, with a minimum service period of one month.

**4.9.2 Regular Additional Listings**

In connection with service, regular additional listings are available only in the names of Authorized Users of the Customer's service. Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings.

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.****4.9 Directory Listing Service****4.9.3 Nonpublished Service**

The telephone numbers of non-published service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public. The telephone numbers of non-published service or the name and billing address that corresponds to a non-published number may be divulged in the following two instances:

- (A) First, in the interest of public safety, where a government agency subscribes to Enhanced Universal Emergency Telephone Number Service (E911) the telephone number and address, but not the name, of a customer with non-published service will be displayed when that customer dials 911 to a government employee at a console at a Public Safety Answering Point for dispatch of emergency service.
- (B) Second, the billing name and address that correspond to a non-published telephone number will be furnished to a subscriber to Billing Name and Address (BNA) Service if the customer with the non-published service makes a call that uses the service of the BNA subscriber.

Incoming calls to non-published service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice not withstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.9 Directory Listing Service, Cont'd.**

**4.9.4 Nonlisted Service**

Non-listed service means that the Customer's telephone number is not listed in the directory, but does appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.****4.10 Carrier Presubscription**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**4.11 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

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**SECTION 5.0 - RATES**

**5.1 Flat Rate Business Service**

**5.1.1 AT&T Service Area**

Rate Group A	\$15.93
Rate Group B	\$23.30
Rate Group C	\$25.81
Rate Group C (Metro 1)	\$28.03
Rate Group D	\$37.50
Rate Group D (Metro 1)	\$38.50
Rate Group D (Metro 2)	\$39.50

**5.1.2 Embarq Service Area**

Service not yet available

**5.1.3 CenturyTel Service Area**

Service not yet available

**5.2 [Reserved for Future Use]**

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**SECTION 5.0 - RATES, CONT'D.**
**5.3 Public Access Line Service****5.3.1 AT&T Service Area****.1 Nonrecurring Charges**

Nonrecurring charges apply for connecting or moving of PAL Service. See Section 5.4 of this tariff.

**.2 Monthly Recurring Charges****a. Basic Public Access Line**

	<u>Flat Rate</u>	<u>Flat Rate</u>
	<u>2 Way</u>	<u>1 Way</u>
Flat Rate, per line	\$30.70	\$30.70

**b. Selective Class of Screening** \$20.50

**c. Answer Supervision - Line Side** \$7.00

**5.3.2 Embarq Service Area**

Service not yet available

**5.3.3 CenturyTel Service Area**

Service not yet available

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**SECTION 5.0 - RATES, CONT'D.****5.4 Service Order and Change Charges****5.4.1 AT&T Service Area**

	<b>Business Line</b>	<b>PAL Line</b>
Line Connection Charge:	\$100.00	\$100.00
Service Moves	\$100.00	\$100.00
Service Order Change/Add:	\$20.00	\$20.00
Trouble Isolation Charge:	\$30.00	\$30.00

**5.4.2 Embarq Service Area**

Service not yet available

**5.4.3 CenturyTel Service Area**

Service not yet available

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**SECTION 5.0 - RATES, CONT'D.****5.5 Directory Assistance Services**

A maximum of two requests will be allowed per call. Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator including requests for listings that are non-published, non-listed or not found.

**5.5.1 AT&T Service Area**

<b>Basic Directory Assistance</b>	<b>Rate per call</b>
Direct dialed	\$0.75
Operator Assisted	\$1.50
<b>National Directory Assistance</b>	\$1.50
<b>Call Completion</b>	\$0.35

**5.5.2 Embarq Service Area**

Service not yet available

**5.5.3 CenturyTel Service Area**

Service not yet available

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**SECTION 5.0 - RATES, CONT'D.****5.6 Local Operator Service**

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

**5.6.1 AT&T Service Area****.1 Local and IntraLATA Per Call Service Charges:**

	<u>Rate per call</u>
Calling Card	
Non-Automated	\$1.62
Semi-Automated	\$0.97
Fully-Automated	\$0.48
Collect & Billed to Third Number	
Semi-Automated	\$1.62
Fully-Automated	\$1.02
Person-to-person	
Non-Automated	\$3.56

**5.6.2 Embarq Service Area**

Service not yet available

**5.6.3 CenturyTel Service Area**

Service not yet available

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**SECTION 5.0 - RATES, CONT'D.**

**5.7 Busy Line Verification and Line Interrupt Service**

**5.7.1 AT&T Service Area**

Busy Line Verification, per request  
Emergency Interruption

Per call

\$1.62

\$2.49

**5.7.2 Embarq Service Area**

Service not yet available

**5.7.3 CenturyTel Service Area**

Service not yet available

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**SECTION 5.0 - RATES, CONT'D.****5.8 Directory Listing Service****5.8.1 AT&T Service Area**

	<u>Monthly Rate</u>
Primary Listings	\$0.00
Additional Listings	\$3.57
Nonlisted Service	\$1.87
Nonpublished Service	\$2.49

**5.8.2 Embarq Service Area**

Service not yet available

**5.8.3 CenturyTel Service Area**

Service not yet available

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**SECTION 5.0 - RATES, CONT'D.**

**5.9 Carrier Presubscription**

Per business line, trunk, or port: \$5.00

**5.10 Public Telephone Surcharge**

Rate Per Call \$0.60

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**SECTION 6.0 - ACCESS SERVICES**

**6.1 General**

Rates and regulations for the Company's Access Services may be found in the Company's P.S.C. MO. No. 3.

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**SECTION 7.0 - SPECIAL ARRANGEMENTS**

**7.1 Individual Case Basis (ICB) Arrangements**

Centrex and private line services will be made available to Customers in a non-discriminatory manner. Rates for Centrex and local exchange dedicated access, private line, non-switched and special access services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Commission Staff upon request on a proprietary basis. Rates may be negotiated and adjusted on Individual Contract Basis (ICB)/Customer Specific Proposals (CSPs) in an exchange in which basic local telecommunications service offered to business customers by the incumbent local exchange company has been declared competitive. Terms of ICB/CSP provided to business Customers will be provided to the Commission Staff upon request on a proprietary basis.

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**SECTION 8.0 - PROMOTIONAL OFFERINGS**

**8.1 Special Promotions**

**8.1 General**

The Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing Services. The Company will provide tariff notification to the Commission no less than seven (7) days prior to the beginning of each promotion identifying the promotion, the exchange(s) within which the promotion will be offered, and the start and end dates of the promotion. The Company will offer all promotions in a non-discriminatory manner.

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**SECTION 9.0 - CUSTOMER INFORMATION BULLETIN**

- 9.1** At the time of sale when the residential customer signs up for service, the Company provides each customer a Customer Information Bulletin which contains an itemized account of the charges for the equipment and service for which the customer has contracted and other information. This shall be hand delivered to the customer, the form of which will be as follows:

**IMPORTANT CUSTOMER INFORMATION FOR YOUR REVIEW****Rights and Responsibilities of Missouri Residential Telephone Customers**

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone customer.

**Your Telephone Bill**

You'll receive a telephone bill from us each month. Network PTS provides basic local exchange services and basic local exchange service bundled with long distance and other nonregulated services. The Company does not require a deposit for service. Payment in full is due within 30 days of the date of the bill. If we do not receive your payment your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

**Payment Arrangements**

Payment must be sent to Network PTS, Inc. and may be made in the form of a Money Order, personal check or Certified Check. If you are temporarily having difficulty paying your telephone bill, please call Network PTS, Inc. at (888)-420-6700 24 hours a day, 7 days a week. By doing this, you may avoid having your telephone service suspended or disconnected. Your service shall not be discontinued unless written notice by first-class mail is sent to you at least ten days prior to the date of the proposed discontinuance.

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**SECTION 9.0 - CUSTOMER INFORMATION BULLETIN, CONT'D.****Disconnection or Suspension of Telephone Service**

Your telephone service is subject to suspension and disconnection for any of the reasons listed below. If you do not resolve the reason for suspension or disconnection, your service will first be suspended. If service is suspended, your telephone number is reserved for five days. If the reason for suspension has not been resolved within the 5 day period of suspension, your service will be disconnected. If service is disconnected, a new telephone number will be assigned and you will be again required to pay a Processing Fee of \$100.00.

Your service may be suspended or disconnected for any of the following reasons:

1. Nonpayment of an undisputed delinquent account. Your service will not be discontinued for nonpayment of a delinquent charge until Network PTS has notified you in writing at least ten (10) days in advance of the suspension or discontinuance. Additionally, Network PTS, Inc. will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your telephone service.
2. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
3. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
4. Misrepresentation of the identity in obtaining telephone utility service.
5. Incurs charges and evidences an intent not to pay such charges when due, including calls to 900 numbers, and long distance calls billed to the number.
6. The Company will postpone a discontinuance for a time not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide the Company with reasonable evidence of such necessity.

**Re-Connection of Service**

After local telephone service has been suspended or disconnected, Network PTS, Inc. will restore your service when the reason for suspension or disconnection has been remedied.

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**SECTION 9.0 - CUSTOMER INFORMATION BULLETIN, CONT'D.**

**Procedures for Handling Billing Questions, other Inquiries and Complaints**

Questions about your bill and other telephone inquiries may be made directly by calling **Network PTS, Inc.** twenty-four (24) hours a day, seven (7) days a week by dialing 1-888-420-6700. Written inquiries may also be directed to:

Network PTS, Inc.  
14472 Wicks Boulevard  
San Leandro, CA 94577

**Filing a Complaint with the Missouri Public Service Commission**

If Network PTS, Inc. cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 200 Madison Street, Suite 100, Jefferson City, Missouri 65102, toll-free at 1-800-392-4211 to file an informal complaint.

If your complaint cannot be resolved informally, you may file a formal complaint in writing with the Missouri Public Service Commission at their mailing address: 200 Madison Street, Suite 100, Jefferson City, Missouri 65102.

Also, the Missouri Office of the Public Counsel, representing the public before the Public Service Commission, has an office at 200 Madison Street, Suite 600, Jefferson City, Missouri 65101. The Public Counsel's telephone number is 1-573-751-4857.

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