

BROADWING COMMUNICATIONS, LLC

P.S.C. Missouri Tariff No. 1

Original Title Page

*This tariff, Issued to Broadwing Communications, LLC, P.S.C. Missouri Tariff No. 1  
Cancels and Replaces the Tariff Issued to C III Communications Operations, LLC, P.S.C.  
Missouri Tariff No. 1.*

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**TARIFF SCHEDULE APPLICABLE TO  
INTEREXCHANGE TELECOMMUNICATIONS SERVICE FURNISHED BY  
BROADWING COMMUNICATIONS, LLC  
BETWEEN POINTS WITHIN THE STATE OF MISSOURI**

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Issued: August 19, 2003

Effective: September 19, 2003

Karen T. Hanson, National Director - Regulatory Affairs  
Broadwing Communications, LLC  
1122 Capital of Texas Highway South  
Austin, Texas 78746

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**WAIVER OF RULES AND REGULATIONS**

Pursuant to Case No.TA-95-387, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

**STATUTES**

Section 392-210-2	Establish uniform system of accounts used for annual reports
Section 392.240(1)	Setting just and reasonable rates
Section 392-270	Ascertain property values
Section 392-280	Establish depreciation accounts
Section 392-290	Issuance of securities
Section 392-300-2	Acquisition of stock
Section 392-310	Issuance of stock and debt
Section 392-320	Stock dividend payment
Section 392-330	Issuance of securities, debts and notes
Section 392-340	Reorganization(s)

**COMMISSION RULES**

4 CSR 240-3.545(2)(C)	Rate schedules should be posted at central office
4 CSR 240-10.020	Depreciation fund income
4 CSR 240-32.040	Adopts FCC's Part 32 uniform system of accounts for Class A and Class B companies
4 CSR 240-33.030	Inform customers of lowest price

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**TABLE OF CONTENTS**

Section 1 – General .....	7
1.1 - Explanation of Symbols.....	7
1.2 - Application of Tariff.....	8
1.3 - Definition of Terms and Abbreviations.....	9
Section 2 – Regulations .....	13
2.1 - Undertaking of the Company.....	13
2.2 - Obligations of the Customer.....	14
2.3 - Liability of the Company.....	16
2.4 - Application for Service.....	19
2.5 - Payment for Service.....	20
2.6 - Customer Deposits.....	21
2.7 - Late Payment Charges .....	21
2.8 - Customer Complaints and Billing Disputes .....	21
2.9 - Allowance for Interruptions in Service.....	22
2.10 - Taxes and Fees.....	23
2.11 - Returned Check Charge.....	23
2.12 - Directory Assistance Call Allowance .....	24
2.13 - Special Customer Arrangements .....	24
2.14 - Termination of Service:.....	24
2.15 - Unlawful Use of Service.....	29
2.16 - Interference with or Impairment of Service.....	29
2.17 - Telephone Solicitation by Use of Recorded Messages.....	30
2.18 - Incomplete Calls .....	30
2.19 - Overcharge/Undercharge .....	30
Section 3 – Carrier Long Distance Services .....	32
3.1 - Availability of Service.....	32
3.2 - Timing of Calls.....	32
3.3 - Service Offerings - General .....	33
3.4 - Switched and Dedicated Reseller Services Rates .....	35
3.5 - Terminating LEX Service.....	37
3.6 - Resale Service Rates.....	38

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**TABLE OF CONTENTS (Cont'd)**

Section 4 - End User Long Distance Services .....	39
4.1 -Carrier Long Distance Service - Description .....	39
4.2 -Calculation of Rates .....	39
4.3 -Dial-Around Compensation Surcharge for Payphones .....	39
4.4 -Timing of Calls .....	40
4.5 -Start of Billing .....	40
4.6 -Interconnection.....	41
4.7 -Terminal Equipment .....	42
4.8 -Minimum Call Completion Rate.....	43
4.9 -Special Service Arrangements .....	43
4.10 -Individual Case Based Pricing (ICB) .....	43
4.11 -General .....	44
4.12 -Usage Charges and Billing Increments .....	48
4.13 -Pay Telephone (Payphone) Surcharge .....	48
4.14 -Business Customer Switched and Travel Card Services.....	49
4.15 -Business Customer Affinity Programs.....	50
4.16 -[Reserved for Future Use].....	50
4.17 -[Reserved for Future Use].....	51
4.18 -Integrated Access Service .....	56
4.19 -Residential Customer Service .....	59
4.20 -Consumer and Small Business Rate Plan.....	61
4.21 -Business Rate Plan .....	63
4.22 -Casual Calling .....	64
4.23 -Eagle Rising .....	64.1
4.24 -Business Migration Plan .....	64.2
Section 5 - Miscellaneous Services .....	64.2
5.1 -Operator Services .....	64.3
5.2 -Pay Telephone (Payphone Surcharge.....	64.8
5.3 -Directory Assistance .....	64.9
5.4 -Frame Relay Service .....	65
5.5 -Private Line Services .....	73
5.6 - Telecommunications Service Priority .....	81.1 (N)

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**TABLE OF CONTENTS (Cont'd)**

Section 6 - Promotional Offerings .....	82	(T)
6.1 - General.....	82	
6.2 - Employee Concessions .....	82	
6.3 - Promotional Offerings .....	82	
Section 7 - Obsolete Service Offerings.....	83	
7.1 - Obsolete Service Options Formerly Offered by Network Long Distance Inc. ....	83	
7.2 - Obsolete Service Offerings Formerly Offered by National Teleservice, Inc. ....	90	
7.3 - Obsolete Service Offerings Formerly Offered by United Wats, Inc. ....	91	
7.4 - Obsolete Service Offering Formerly Offered by Coastal Telecom Limited Company .....	96	
7.5 - Obsolete Service Offerings Formerly Offered by Telecom One, Inc. ....	114	
7.6 - Obsolete Service Offerings Formerly Offered by Cincinnati Bell Long Distance.....	118	(T)

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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**SECTION 1 - GENERAL****1.1 Explanation Of Symbols**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed regulation.
- (D) - To signify a discount rate or regulation.
- (I) - To signify an increase in a rate.
- (M) - To signify text or rates relocated without change.
- (N) - To signify a new rate or regulation or other text.
- (R) - To signify a reduction in a rate.
- (S) - To signify reissued regulations.
- (T) - To signify a change in text but no change in rate or regulation.
- (Z) - To signify a correction.

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**SECTION 1 – GENERAL (cont'd)**

**1.2 Application of Tariff**

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Missouri. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to Residential and Business customers.
- 1.2.3 The Company's service territory is statewide.
- 1.2.4 This tariff is available for public inspection during normal business hours at the main office of Broadwing Communications, LLC, located at 1122 Capital of Texas Highway South, Austin, Texas 78746 and is available for public inspection at the Missouri Public Service Commission.

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**SECTION 1 - GENERAL (cont'd)****1.3 Definition Of Terms And Abbreviations**

**Access Line** - A facility arrangement which connects Customer's or End User's location to Carrier's network switching center.

**Account Code** - A series of digits entered by End User to associate a call with a particular department, cost center, or client. A non-verified Account Code shall be accepted if it contains the proper number of digits. A verified Account Code shall only be accepted if it can be matched with a number on the list of valid Account Codes provided by End User.

**Aggregator** - The person, firm, corporation or other entity that, in the normal course of its operations, makes telephones available to the public for operator assisted calling. The Aggregator is responsible for compliance with applicable terms of the Company's tariff.

**ASR (Access Service Request)** - Service ordered processed to the underlying local exchange or interexchange carrier.

**Authorization Code** - A numerical code, one or more of which are available to Customer's End Users to enable them to access Carrier's network, and which are used by Carrier both to prevent unauthorized access to its facilities and to identify End Users for billing purposes.

**Carrier** - Broadwing Communications, LLC

**Casual Calling**- Access to Carrier's network and the subsequent use of Service by an End User Customer through the dialing of an access code in the format of 10XXX or 101XXXX, where the three (3) digits or the four (4) digits represented by the "X" are the unique Carrier Identification Code (CIC) assigned to Carrier.

**Commission** - The Missouri Public Service Commission

**Company** - Broadwing Communications, LLC.

**Consumer** - A natural person or legal entity which initiates any telephone call using operator services.

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**SECTION 1 - GENERAL (cont'd)****1.3 Definition Of Terms And Abbreviations (cont'd)**

**Conversation Minutes** - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

**Customer** - any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service. The Customer may be a certified reseller of telecommunications services who, under the terms of a Service Agreement, orders or uses Service and is therefore responsible for the payment of charges due and for compliance with Carrier's tariff regulations. The Customer may be an End User when placing a Casual Call, or a Consumer when placing a call through the use of Operator Services. A Customer is also the natural person or legal entity which accepts the charges on a collect or third party call.

**Dialed Number Information Service (DNIS)** - A toll free service option, under which Carrier electronically transmits to Customer, identifying digits (up to 10 digits) that indicate which number was dialed when multiple numbers terminate on the same trunk group.

**End User** - The natural person or legal entity which either; (1) orders service through a certified Reseller Customer, or (2) uses the Company's Casual Calling service directly as a Customer through dialing the Company's designated access code or other access number

**Expedite** - The best effort acceleration of the installation date in advance of commitment date provided by the Company.

**Hub** - A point-of-presence of Carrier, at which location the network services of Carrier are accessed by Customer and/or its End Users.

**Minimum Customer Usage Commitment** - The minimum monthly usage charges (including interstate, intrastate, and international usage, but not including fixed charges) for which Customer is obligated to compensate Carrier under the terms of the applicable Service Agreement.

**Non-Day** - All hours other than those included in the Day rate period,

**POP** - See "Hub."

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**SECTION 1 - GENERAL (cont'd)**

**1.3 Definition Of Terms And Abbreviations (cont'd)**

**Post-engineering** - After provisioning of service elements.

**Pre-engineering** - Prior to provisioning of service elements.

**Residential Customer** – a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.

**Reseller** - A Customer which purchases Service from the Company through a Service Agreement and resells service to its own End Users. End Users of a Reseller are not Customers of the Company. A Reseller must be authorized to operate in the State before it can Resell Services to its End Users.

**Service** - any telecommunications service(s) provided by the Carrier under this tariff.

**Service Agreement** - An agreement between Carrier and Customer which, subject to the terms and conditions of this tariff, defines the relationship between Carrier and Customer.

**Service Area** - The geographic area in which Customer or its End Users may access and use Service. For Dial Access 1+ Service the Service Area includes all equal access areas within the State of Missouri. For all other services the Service Area is the State of Missouri.

**Station** – means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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**SECTION 1 - GENERAL (cont'd)****1.3 Definition Of Terms And Abbreviations (cont'd)**

**Time Period** – means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

<b>Rate Periods</b>	<b>From</b>	<b>To, but not Including</b>	<b>Days</b>
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

The Company charges weekend rates on the following Federal holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Utility** – Broadwing Communications, LLC

**1.4 Abbreviations**

**CPE** – Customer Premises Equipment  
**LATA** – Local Access and Transport Area  
**LDA** – Local Distribution Area  
**LEC** – Local Exchange Carrier  
**MTS** – Message Telecommunications Service  
**NSF** – Non-sufficient funds  
**PBX** – Private Branch Exchange  
**SAL** – Special Access Line  
**V & H** – Vertical and Horizontal Coordinates  
**WATS** – Wide Area Telephone Service

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## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company

- 2.1.1 Service is furnished for interexchange telecommunications services originating at specified points within the State of Missouri under the terms and conditions of this tariff.
- 2.1.2 Carrier shall install, operate, and maintain Service provided hereunder in accordance with the terms and conditions set forth in this tariff.
- 2.1.3 The Company provides long distance message telecommunications service to customers for their direct transmission of voice, data and other types of telecommunications.
- 2.1.4 Carrier neither owns nor operates transmission facilities within the State of Missouri, but rather resells telecommunications services provided by other carriers. Notwithstanding the foregoing, Customer shall be considered a customer of Carrier, and not a customer of any other carrier.
- 2.1.5 Carrier may, when authorized by Customer, act as Customer's agent for ordering dedicated Access Lines or facilities provided by other carriers to allow connection of specified locations of Customer and/or its End Users to the network of Carrier. Customer shall be responsible for all charges due for such service arrangements.
- 2.1.6 Service is provided under the terms and conditions of an applicable Service Agreement and this tariff, and is available twenty-four (24) hours per day, seven (7) days per week.

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**SECTION 2 - REGULATIONS (cont'd)****2.2 Obligations of the Customer****2.2.1 The customer shall be responsible for:**

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff;
- 2.2.1.2 Reimbursing the Company for 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's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's 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 prior to any construction or installation work.
- 2.2.1.5 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 the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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**SECTION 2 - REGULATIONS (cont'd)****2.2 Obligations of the Customer (cont'd)****2.2.1 (cont'd)**

2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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**SECTION 2 - REGULATIONS (cont'd)****2.2 Obligations of the Customer (cont'd)**

- 2.2.5 Upon reasonable 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 this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

**2.3 Liability of the Company**

- 2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

**2.3.2 Service Irregularities**

- 2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.
- 2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

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**SECTION 2 - REGULATIONS (cont'd)**

**2.3 Liability of the Company (cont'd)**

**2.3.3 Claims of Misuse of Service**

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

**2.3.4 Defacement of Premises**

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

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**SECTION 2 - REGULATIONS (cont'd)**

**2.3 Liability of the Company (cont'd)**

**2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations**

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

**2.3.6 Service at Outdoor Locations**

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

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**SECTION 2 - REGULATIONS (cont'd)**

**2.3 Liability of the Company (cont'd)**

2.3.7 Warranties

2.3.7.1 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.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

**2.4 Application for Service**

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

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**SECTION 2 - REGULATIONS (cont'd)****2.4 Application for Service (cont'd)****2.4.1 Minimum Contract Period (cont'd)**

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

**2.4.2 Cancellation of Service**

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

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**SECTION 2 - REGULATIONS (cont'd)****2.4 Application for Service (cont'd)****2.4.2 Cancellation of Service (cont'd)**

- 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

**2.5 Payment for Service**

- 2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. A payment is considered rendered when deposited in the U.S. Mail for delivery to customer's last known address. A late payment charge of 1.5% applies to all non-residential overdue balances. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.
- 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill. Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.
- 2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

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**SECTION 2 - REGULATIONS (cont'd)****2.6 Customer Deposits**

Applicants or customers whose financial condition is not acceptable to the Company or is not a matter of general knowledge, may be required to make, at any time, a cash deposit equaling two and one-half times (2.5x) one (1) month's actual or estimated charges for the purpose of guaranteeing final payment for service, in accordance with the rules of the Commission.

An interest of nine percent (9%) shall be credited annually upon the account of customers with deposits. Upon satisfactory payment of all undisputed charges for a twelve month period, the customer's deposit with accrued interest will be refunded or credited against charges stated on subsequent bills.

**2.7 Late Payment Charges**

2.7.1 The Carrier agrees to abide by the regulations governing late payment charges established by the Commission, as amended from time to time.

2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.

2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers.

2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges

**2.8 Customer Complaints and Billing Disputes**

2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

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**SECTION 2 - REGULATIONS (cont'd)**

**2.8 Customer Complaints and Billing Disputes (cont'd)**

2.8.2 The Company provides the following toll free number (1-800-422-1199) for customers to contact the carrier.

2.8.3 The Company will not collect attorney fees or court costs from customers.

**2.9 Allowance for Interruptions in Service**

2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations established by the Commission associated with interruptions in service as amended from time to time.

2.9.2 Credit allowances shall be subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption of service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer or its End Users, or is not in facilities or equipment, if any, furnished by Customer or End User and connected to Carrier's facilities.

2.9.3 Customer is solely responsible for receiving, reviewing, and responding to any requests received from its End Users for credit due to interruption of Service.

2.9.4 For the purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours.

2.9.5 No credit shall be allowed for any interruption of Service of a continuous duration of less than two (2) hours.

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**SECTION 2 - REGULATIONS (cont'd)****2.9 Allowance for Interruptions in Service (cont'd)**

- 2.9.6 Customer shall be credited for an interruption of Service of two (2) hour or more at the rate of 1/720th of the monthly non-usage sensitive charges for the Service affected for each hour or major fraction thereof that the interruption continues. The formula for calculating credit shall be as follows:

$$\text{Credit} = A/720 \times B$$

"A" = Outage time in hours

"B" = Total monthly fixed, non-usage sensitive  
charge for affected facility

**2.10 Taxes and Fees**

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

**2.11 Returned Check Charge**

The charge for a returned check is \$20.00. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g., a bank error).

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**SECTION 2 - REGULATIONS (cont'd)****2.12 Directory Assistance Call Allowance**

Residential customers shall receive six free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

**2.13 Special Customer Arrangements**

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

**2.14 Termination of Service:****2.14.1 Denial of Service Without Notice**

The Company may discontinue service without notice for any of the following reasons:

- 2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.

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**SECTION 2 - REGULATIONS (cont'd)**

**2.14 Termination of Service (cont'd)**

**2.14.1 Denial of Service Without Notice (cont'd)**

2.14.1.5        Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

**2.14.2. Denial of Service Requiring Notice**

2.14.2.1        The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

2.14.2.1.A      Non-compliance with Regulations. For violation of or non-compliance with regulations established by the Commission, or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.14.2.1.B      Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Missouri Public Service Commission.

2.14.2.1.C      Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

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**SECTION 2 - REGULATIONS (cont'd)**

**2.14 Termination of Service (cont'd)**

**2.14.2. Denial of Service Requiring Notice (cont'd)**

**2.14.2.1 (cont'd)**

**2.14.2.1.D Non-payment of Bill.**

**2.14.2.1.D.1** For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days written notice, excluding Sundays and holidays in which to make settlement before his service is denied.

**2.14.2.1.D.2** In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

**2.14.2.1.D.3** Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

**2.14.2.1.D.4** Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

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**SECTION 2 - REGULATIONS (cont'd)**

**2.14 Termination of Service (cont'd)**

**2.14.2. Denial of Service Requiring Notice (cont'd)**

**2.14.2.1 (cont'd)**

2.14.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

2.14.2.1.D.6 Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue

**2.14.3. Insufficient Reasons for Denial of Service**

2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:

2.14.3.1.A Failure of a prior customer to pay for service at the premises to be serviced;

2.14.3.1.B Failure to pay for a different class of service for a different entity;

2.14.3.1.C Failure to pay the bill of another customer as guarantor of that bill;

2.14.3.1.D Failure to pay directory advertising charges;

2.14.3.1.E Failure to pay an undercharge; or

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**SECTION 2 - REGULATIONS (cont'd)**

**2.14 Termination of Service (cont'd)**

**2.14.3. Insufficient Reasons for Denial of Service (cont'd)**

**2.14.3.1 (cont'd)**

2.14.3.1.F Failure to pay an outstanding bill that is over 7 years old, unless the:

2.14.3.1.F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;

2.14.3.1.F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

2.14.3.1.F.3 Outstanding bill is for service obtained by the customer by means of an application made:

- (i) In a fictitious name,
- (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
- (iii) In the name of a third party without disclosing that fact or without bona fide authority from the third party, or
- (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

2.14.3.2 This regulation applies to both residential and nonresidential classes of service.

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**2.15 Unlawful Use of Service**

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

**2.16 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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**SECTION 2 - REGULATIONS (cont'd)****2.17 Telephone Solicitation by Use of Recorded Messages**

2.17.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

**2.18 Incomplete Calls**

2.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

**2.19 Overcharge/Undercharge**

2.19.1 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2.19.2 When a customer has been undercharged, unless authorized by the Commission, retroactive billing may not be for undercharges which occurred more than 12 months before the discover of the error.

If the total undercharge is more than 35 percent of the Customer's average monthly bill during the preceding three (3) months, the Customer shall be allowed to enter into an installment plan to pay the total retroactive billing, without interest. In such a plan, the monthly payments against the undercharge may not exceed 35 percent of the Customer's average monthly bill during the preceding 12 month period. However, if the installment plan will not recover the total undercharge within a 12 month period, the monthly payment may be equal to the total undercharge divided by 12 or a number greater than 12.

Unless otherwise authorized by the Commission, the Company may deny service for nonpayment only for that portion of the undercharge applicable to the four (4) months immediately before the discovery of the error

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**SECTION 2 - REGULATIONS (cont'd)**

**2.19 Overcharge/Undercharge (cont'd)**

- 2.19.4 When a Customer's account has items of overcharge and undercharge, the difference of the two items is then determined as the net adjustment in accordance with 2.19.1 – 2.19.3 above.

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**SECTION 3 – CARRIER LONG DISTANCE SERVICES****3.1 Carrier Long Distance Service - Description**

Carrier offers interexchange telecommunications service within its Service Area to other Carriers that will resell the Company's services, subject to the terms and conditions of a Service Agreement and this tariff. Service is available twenty-four (24) hours per day, seven (7) days per week.

**3.2 Timing of Calls**

- 3.2.1 Usage sensitive charges are based on the actual usage of Carrier's network. Such charges are measured in Conversation Minutes.
- 3.2.2 Chargeable time for Customer shall begin when the called party answers, as determined by hardware answer supervision, provided that such capabilities are available from the local telephone company. If hardware answer supervision is not available, then Carrier will employ industry accepted standards for the timing of calls. Chargeable time for a call shall end upon disconnection by either party.
- 3.2.3 Unless otherwise specified in the individual product descriptions contained in this tariff, Conversation Minutes, reflecting usage sensitive charges resulting from use of Service, for all non-prepaid, presubscribed services, are billed in increments of six (6) seconds with an initial period (minimum billing period) of six (6) seconds. Following the initial period, all charges are rounded to the next higher six (6) second increment for non-prepaid, presubscribed service.
- 3.2.4 If Customer believes it has been incorrectly billed for a call, Carrier shall, upon notification, investigate the circumstances and issue a credit as appropriate.
- 3.2.5 The amount of any credit issued to Customer by Carrier shall not exceed the calculated usage charges for a call with a duration equal to the lesser of three (3) minutes or the actual duration of the call being credited.
- 3.2.6 Customers will receive credit for short duration calls that are not completed or placed to a wrong number, upon notification by the Customer to the Company. Notification must include the date, time of day, originating number and terminating number (if known).

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**SECTION 3 – CARRIER LONG DISTANCE SERVICES (cont'd)****3.3 Service Offerings - General**

Applicable rate schedules for the following services are provided in Section 4.4. Dedicated Access Lines may be required to connect Customer or End User locations to Carrier's Hub. Such dedicated Access Lines, when required, shall be the sole responsibility of Customer. Notwithstanding such responsibility, Carrier shall, upon Customer's request, order such dedicated Access Lines on behalf of Customer or its End Users, and shall invoice Customer for all related recurring and non-recurring charges. Intrastate rate plans are tied to specific interstate and international rate plans which may include term plan options for interstate calling rates..

**3.3.1 Minimum Reseller Customer Usage Commitment**

Reseller service rates shall be based upon the Minimum Customer Usage Commitment made by Customer and listed in the Service Agreement. Applicable rates are as indicated below:

- A. Option A Rates shall apply to all Customers with a Minimum Customer Usage Commitment of less than \$1 million per month.
- B. Option B Rates shall apply to all Customers with a Minimum Customer Usage Commitment equal to or greater than \$1 million per month.

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**SECTION 3 – CARRIER LONG DISTANCE SERVICES (cont'd)**

**3.3 Service Offerings - General (cont'd)**

**3.3.2 Availability of Non-Day Reseller Rates**

Non-Day rates for reseller services are only available to those Customers who in their Service Agreement select the “Non-Day Rate Option”, and who ensure that a minimum of sixty percent (60%) of their monthly billable minutes fall within the Non-Day rate period.

**3.3.3 Dedicated Access Lines**

Dedicated Access Lines may be required to connect Customer’s location(s) to Carrier’s Point-of-Presence (POP). Such dedicated Access Lines, when required, shall be the sole responsibility of Customer. Notwithstanding such responsibility, Carrier shall, upon Customer’s request, order such dedicated Access Lines on behalf of Customer, and shall invoice Customer for all related recurring and nonrecurring charges.

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**SECTION 3 – CARRIER LONG DISTANCE SERVICES (cont'd)****3.4 Switched and Dedicated Reseller Services Rates****3.4.1 Dial Access 1+ Service**

Usage Sensitive Charges (Rate Per Minute):

	<u>Day</u>	<u>Non-Day</u>
Option A Rate	\$0.1080	\$0.1080
Option B Rate	\$0.1026	\$0.1026

**3.4.2 Dedicated Access 1+ Service**

Usage Sensitive Charges (Rate Per Minute):

	<u>Day</u>	<u>Non-Day</u>
Option A Rate	\$0.0620	\$0.0620
Option B Rate	\$0.0589	\$0.0589

**3.4.3 Switched Termination 800 Service**

Usage Sensitive Charges (Rate Per Minute):

	<u>Day</u>	<u>Non-Day</u>
Option A Rate	\$0.1080	\$0.1080
Option B Rate	\$0.1026	\$0.1026

Non-Usage Sensitive Charges:

Per Toll Free Number Per Month	\$0.50
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**SECTION 3 – CARRIER LONG DISTANCE SERVICES (cont'd)****3.4 Switched and Dedicated Reseller Service Rates (cont'd)****3.4.4 Dedicated Termination 800 Service**

Usage Sensitive Charges (Rate Per Minute):

	<u>Day</u>	<u>Non-Day</u>
Option A Rate	\$0.0620	\$0.0620
Option B Rate	\$0.0589	\$0.0589

Non-Usage Sensitive Charges:

Per Directory Listed 800 Number Per Month	\$ 15.00
Non-Recurring Charge for DNIS Installation	\$100.00
Non-Recurring DNIS Change Order Charge	\$ 50.00

**3.4.5 Travel Card Service**

Travel Card Service is a time-of-day banded outbound long distance service. This service allows Customer or its End Users to place long distance calls from locations other than their primary service location through the use of 800 number network access and an Authorization Code.

Usage Sensitive Charges (Rate Per Minute):

	<u>Day</u>	<u>Non-Day</u>
Option A Rate	\$0.1380	\$0.1380
Option B Rate	\$0.1311	\$0.1311

Non-Usage Sensitive Charges:

Charge Per Call	NONE
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**SECTION 3 – CARRIER LONG DISTANCE SERVICES (cont'd)**

**3.5 [Reserved for Future Use]**

(D)

(D)

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**SECTION 3 – CARRIER LONG DISTANCE SERVICES (cont'd)**

**3.6 Resale Service Rates**

A. Customer Account Activation Fee

Non-Recurring Charge for Account Activation \$1,000.00

B. Non-Verified Account Codes

Monthly Charge for Non-Verified Account Codes: NONE

C. Verified Account Codes

Monthly Charge for Verified Account Code Table: \$15.00

D. Returned Check

Returned Check Charge (Per Check): \$10.00

E. [Reserved for Future Use]

(D)

(D)

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**SECTION 4 – END USER LONG DISTANCE SERVICES****4.1 Carrier Long Distance Service – Description**

Carrier offers interexchange telecommunications service within its Service Area to end user customers, subject to the terms and conditions of a Service Agreement and this tariff. Service is available twenty-four (24) hours per day, seven (7) days per week.

**4.2 Calculation of Rates**

4.2.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Verizon – Missouri, Inc. Mileage is calculated using the Vertical and Horizontal (V & H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No.4.

4.2.2 Timing of calls begins when the call is answered at the called station. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

4.2.3 There is no variation in call rates based on time of day or day of week.

**4.3 Dial-Around Compensation Surcharge for Payphones**

4.3.1 A Dial-Around Compensation Scheme applies to call completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The surcharge applies to:

- A. Calling Card Services
- B. Collect Calls
- C. Third party billed
- D. Directory Assistance calls
- E. Pre-paid card service

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)****4.3 Dial-Around Compensation Surcharge for Payphones (cont'd)**

4.3.2 The Surcharge does not apply to:

- A. Calls paid for by inserting coins
- B. Calls placed from stations other than public/semi-public payphones
- C. Calls placed to the Missouri Telecommunications Relay Service for the hearing impaired
- D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier

4.3.3 The Dial Around Compensation Surcharge rate is \$0.25 per call.

**4.4 Timing of Calls**

4.4.1 The customer's monthly usage charges for the Company service are based upon the total number of minutes the customer uses and the service options to which the customer subscribes. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when the either party hangs up. If the called station hangs up but the calling station does not, chargeable time ends when the connection is released by automatic timing equipment within the telecommunications network.

4.4.2 No charges apply if a call is not completed.

**4.5 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the customer of the Company's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)****4.6 Interconnection**

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Service technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers. Any special interface equipment of the Company and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for inter connecting its customer-provided terminal equipment or communications systems with the Company's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)****4.7 Terminal Equipment**

The Company's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinter, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. The customer is responsible for all costs at its premises, including customer personnel, wiring, electrical power, and the like incurred in its use of the Company's service.

The customer shall ensure that its terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other customers.

If the customer fails to maintain and operate its terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment or personnel, or impairment to the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, the Company may, upon written notice, terminate the customer's service.

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)****4.8 Minimum Call Completion Rate**

The customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

**4.9 Special Service Arrangements**

Special Service Arrangement charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service Arrangement request.

**4.10 Individual Case Based Pricing (ICB)**

Rates for dedicated access, private lines and Centrex service will be determined on an ICB basis. ICB rates will be structured to recover company's cost of providing services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri PSC staff upon request on a proprietary basis. ICB rates are not offered for switched access services.

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)****4.11 General**

The Company offers Message Telecommunications Service or MTS, outbound Wide Area Telecommunications Service (WATS), Inbound 800 Service, Travel Card Service, Operator Assisted calling programs, Private Line Services and Frame Relay Service. The customer's total monthly use of Carrier's service is charged at the applicable rates per minute set forth herein.

**4.11.1 Message Telecommunications Service (MTS)**

MTS or 1+ dialing is achieved by when the LEC programs the customer's telephone lines to automatically route 1+ calls to the Company's network. Service is billed in six (6) second increments, with partial seconds of usage rounded up to the next six (6) second increment, with a minimum billing of eighteen (18) seconds.

**4.11.2 Toll Free (i.e., 800/888) Service**

Toll Free Service is inbound telecommunications service which permits calls to be completed to the customer's location without charge to the calling party. Access to the service is gained by dialing a ten-digit telephone number which terminates at the customer's location. Toll Free Services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

The Company will accept a prospective Toll Free Service at customer's request for up to ten (10) toll free telephone numbers and will reserve such numbers on a first-come first-served basis. All request for Toll Free Service number reservations must be written, dated and signed by the customer. The Company does not guarantee the availability of numbers until assigned. The requested Toll Free Service telephone numbers, if available, will be reserved for and furnished to the customer.

If a customer who has received a Toll Free Service number does not subscribe to Toll Free Service within thirty (30) days, the Company reserves the right to re-assign the number to another customer.

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)**

**4.11 General (cont'd)**

**4.11.3 Travel Card Service**

Travel Card Service allows subscribers who are away from home or office to place calls by gaining access to the Company's network via an 800 number. Travel Card Service is provided upon request to presubscribed customer and is not a stand-alone product.

**4.11.4 [Reserved for Future Use]**

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)**

**4.11 General (cont'd)**

4.11.5 [Reserved for Future Use]

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)**

**4.11 General (cont'd)**

4.11.5 [Reserved for Future Use]

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)**

**4.12 Usage Charges and Billing Increments**

**4.12.1 Usage Charges**

Usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location

**4.12.2 Billing Increments**

Unless specifically stated in the product description, usage is billed in sixty (60) second increments.

**4.13 [Reserved for Future Use]**

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)****4.14 Business Customer Switched and Travel Card Services**

Switched 1+	\$0.0810/minute
Standard Switched Toll Free Services	\$0.0810/minute
Switched Toll Free Services with Routing Function	\$0.15/minute
plus monthly recurring charge	\$9.00
Travel Card Services	\$0.25/minute
Dedicated Outbound WATS Services	\$0.0660/minute
Dedicated Toll Free (800/888) Services	\$0.0660/minute

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)****4.15 Business Customer Affinity Programs**

Developed for use by alternative marketers. Provided to independent agents, telemarketers, multi-level marketing groups, organizations and clubs.

**Rates:**

Switched 1+	\$0.0810/minute
Standard Switched Toll Free Services	\$0.0810/minute
Switched Toll Free Services with Routing Function plus monthly recurring charge	\$0.15/minute \$9.00
Travel Card Services	\$0.25/minute
Dedicated Outbound WATS Services	\$0.0660/minute
Dedicated Toll Free Services	\$0.0660/minute

**4.16 [Reserved for Future Use]**(M)  
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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)**

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)**

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)**

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)**

**4.17 [Reserved for Future Use]**

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)**

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)**

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)**

**4.18 Integrated Access Service (cont'd)**

**4.18.1 General (cont'd)**

**A. Broadband Services**

In addition to the provisions above and in 4.18.4, broadband services (i.e., Frame Relay) customers with an IAS plan will be subject to the following additional provisions:

1. At the end of the Customer's service term, service will renew for successive three month periods. Either the Customer or Carrier may terminate services upon thirty (30) days written notice prior to then of the term or any successive three month renewal.
2. If the Customer terminates usage of IAS services prior to the end of the term, the Customer will pay to Carrier 100% of the then-current dedicated access monthly charges (for access provided by the Company), multiplied by the number of months remaining in the term.

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)**

**4.18 Integrated Access Service (cont'd)**

4.18.2 [Reserved for Future Use]

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4.18.3 Nonrecurring Charges

A nonrecurring charge applies to establish IAS. All local installation charges of the local carrier are also passed through to the IAS Customer.

Nonrecurring IAS Establishment Charge: \$1,500.00

(M)

4.18.4 Early Termination

A penalty is computed and applied as a lump sum to the Customer's bill when the Customer cancels service prior to expiration of the term commitment by multiplying fifty percent (50%) of the minimum usage commitment times the number of months remaining in the term. In addition, the Customer who cancels service prior to the expiration of the term must reimburse the Company for all CPE.

4.18.5 Pass Through Charges

The Company will pass through to the IAS Customer all charges incurred from local exchange carriers in providing dedicated high capacity access (T-1).

*Certain material previously found on this page is now located on Page 133.*

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)****4.19 Residential Customer Service****4.19.1 Description of Service**

Three options are available to Residential Customers for intrastate outbound direct dial, intrastate inbound toll free and intrastate calling card service: Bonus Package, Premier Package, and Exclusive Package. Calls for all plans are billed in one minute increments. The minimum call duration for billing purposes is one minute. Reduced international call rates are offered to subscribers to all Residential packages for a fixed international monthly fee. All Residential Customers subscribed to any other Company service, including obsolete services, will be migrated to Bonus Package after due notice, unless the Customer specifies an alternative optional Package.

**A. Bonus Package**

Bonus Package offers the Residential Customer low usage rates with no monthly plan charges. Travel card calling is offered with a per call service charge. A monthly minimum usage charge applies to each line associated with the service.

**B. Premier Package Service**

Premier Package Service offers the Residential Customer reduced interstate calling rates for a fixed monthly fee for each line associated with the service. Travel card calling is offered with a per call service charge.. No minimum usage charge applies to Premier Package Service.

**C. Exclusive Package Service**

Exclusive Package Service offers the Residential Customer further interstate usage rate reductions for a fixed monthly fee for each line associated with the service. Travel card calling is offered with no per call service charge. No minimum usage charge applies to Exclusive Package Service.

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)**
**4.19 Residential Customer Service (cont'd)****4.19.2 Minimum Monthly Usage Charge**

For those packages which include a Minimum Monthly Usage Charge, all outbound and inbound, interstate, intrastate, and travel card usage, contribute towards the minimum. Fixed monthly add-on charges for international calling discounts, pay telephone surcharges, taxes and fees do not contribute to the monthly minimum. When the Residential Customer's combined usage charge in any monthly billing cycle falls below the minimum, the Minimum Monthly Usage Charge will apply instead of the actual usage charges incurred.

**4.19.3 Rates and Charges**

Package Option	Minimum Monthly Usage Charge	Fixed Monthly Fee	Intrastate Outbound Usage Rate Per Minute	Intrastate Inbound (toll-free) Usage Rate Per Minute	Intrastate Travel Card Usage Rate Per Minute	Intrastate Travel Card Per Call Service Charge
Bonus	\$5.00	None	\$0.1500	\$0.100	\$0.25	\$0.89
Premier	None	\$4.95	\$0.1500	\$0.100	\$0.25	\$0.89
Exclusive	None	\$6.95	\$0.1500	\$0.100	\$0.150	None

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)****4.20 Consumer and Small Business Rate Plan****4.20.1 General**

The Consumer and Small Business Rate Plan is offered to Residential and Business Customers with 5 or fewer lines presubscribed to the Company. This Plan is offered only in conjunction with the Company's corresponding interstate plan. Each Option listed below includes a monthly calling allowance of 0, 300, 500, or 1000 minutes that can be used for direct dialed interstate or intrastate calling. Calls in excess of the allowance in a monthly bill cycle are billed at the rate specified below. A monthly recurring charge applies per once monthly per line and includes the interstate and intrastate calling allowance.

**4.20.2 Description of Options**

Option	Monthly Call Allowance <u>Per Bill Cycle</u>
Option 1	300 minutes
Option 2	500 minutes
Option 3	1000 minutes
Option 4	0 minutes

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)****4.20 Consumer and Small Business Rate Plan (cont'd)****4.20.3 Rates and Charges****A. Calculation of Charges**

All calls are recorded in one minute increments. Total monthly usage is determined by measuring each call individually and rounding the call to the next full minute on a per-call basis. The total monthly usage during a billing period is the sum of the minutes computed for each individual call. The total usage sum, minus the monthly call allowance for the option selected by the Customer, is multiplied by the usage rate specified below. The resulting product is then rounded up to the next cent.

**B. Monthly Recurring Charges**

The Monthly Recurring Charge applies to each line presubscribed to the Consumer and Small Business Rate Plan. Multiple lines at a single premises may each be presubscribed to a different Option.

	<u>Monthly</u>
Option 1	\$19.95
Option 2	\$29.95
Option 3	\$64.95
Option 4	\$6.95

**C. Usage Charges**

	<u>Direct Dialed Outbound</u>	<u>Travel Card</u>
All Options	\$0.069 per minute	\$0.25 per minute
Per Call	none	none

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)****4.21 Business Rate Plan**

## 4.21.1 Description

Business Rate Plan is available to the Company's business Customers with no monthly minimum charges or line count restrictions. This service utilizes switched or dedicated access lines. Outbound calls are billed in six (6) second increments after an initial minimum call duration of eighteen (18) seconds. Dedicated Toll Free Service is billed in six (6) second increments after a minimum call duration of thirty (30) seconds. No term and volume discounts apply to this service.

## 4.21.2 Rates

Switched 1+	\$0.131/minute
Standard Switched Toll Free Services	\$0.131/minute
Switched Toll Free Services with Routing Function plus monthly recurring charge	\$0.15/minute \$9.00
Travel Card Services	\$0.25/minute
Dedicated Outbound WATS Services	\$0.0633/minute
Dedicated Toll Free Services	\$0.0633/minute

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)**
**4.22 Casual Calling**

Casual Calling Service allows Customers to obtain Service without the necessity of presubscription of their local lines. Customers utilizing Casual Calling Service shall access Service by dialing an access code in the form of 10XXX or 101XXXX, where "X" is a 3 or 4 digit Carrier Identification Code (CIC) assigned to the Carrier and provided to the Customer. When dialing, the access code shall be followed by the normal sequence of 1+Area Code+Number. Calls placed using Casual Calling Service are billed to Customer in whole minute increments rounded up to the next full minute through the serving Local Exchange Carrier's (LEC) monthly bill. All End Users of Casual Calling are Customers of the Company, even when they are End Users of a Reseller for other Services.

**4.22.1 Rates**

<b>Mileage Range</b>	<b>Day</b>		<b>Evening</b>		<b>Night</b>	
	<b><u>First Minute</u></b>	<b><u>Add'l Minutes</u></b>	<b><u>First Minute</u></b>	<b><u>Add'l Minutes</u></b>	<b><u>First Minute</u></b>	<b><u>Add'l Minutes</u></b>
0-10	.1050	.0860	.0840	.0680	.0680	.0560
11-14	.1430	.1240	.1140	.0990	.0930	.0800
15-18	.1680	.1520	.1370	.1220	.1110	.0990
19-23	.1920	.1620	.1480	.1290	.1360	.1050
24-28	.2040	.1620	.1620	.1380	.1570	.1200
29-33	.2040	.1660	.1630	.1480	.1620	.1320
34-40	.2310	.2000	.1710	.1550	.1690	.1440
41-50	.2310	.2010	.1710	.1560	.1690	.1440
51-60	.2400	.2110	.1790	.1620	.1700	.1480
61-80	.2500	.2200	.1790	.1690	.1700	.1500
81-100	.2590	.2260	.1920	.1710	.1710	.1510
101-125	.2880	.2400	.1970	.1920	.1710	.1580
126-150	.2970	.2590	.2090	.2070	.1740	.1700
151-190	.3070	.2680	.2160	.2140	.1790	.1740
191-300	.3160	.2780	.2230	.2210	.1860	.1810
301-over	.3640	.3250	.2800	.2500	.2380	.2120

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)****4.23 Eagle Rising Rate Plan**

(N)

Eagle Rising Rate Plan is a long distance plan available to the Company's business and residential Customers on a presubscribed basis. This service utilizes switched or dedicated access lines. Calls are billed in six (6) second increments after an initial billing increment of eighteen (18) seconds. Calling Card calls are billed in one (1) minute increment after an initial billing increment of one (1) minute. Partial increments are rounded to the next higher increment. No monthly recurring charges or term and volume discounts apply to this service.

**4.23.1 Rates**

	<u>Per Minute</u>	
	<u>IntraLATA</u>	<u>InterLATA</u>
Switched 1+	\$0.068	\$0.068
Standard Switched Toll Free Service	\$0.068	\$0.068
Travel Card Services	\$0.25	\$0.25
Dedicated Outbound Service	\$0.034	\$0.034

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)****4.24 Business Migration Plan**

(N)

**4.24.1 Description of Service**

The Business Migration Plan is offered to Business Customers for lines presubscribed to the Company. This Plan is offered for both inbound (e.g., 800 service) and direct dialed outbound calling. Business Migration Plan is available only in conjunction with the Company's corresponding interstate plan.

**4.24.2 Rates and Charges****A. Calculation of Charges**

All outbound calls are measured in six (6) second increments after an initial minimum call duration of eighteen (18) seconds. Toll free calls are measured in six (6) second increments after a minimum call duration of thirty (30) seconds. Total monthly usage is determined by recording each call individually and rounding the call to the next full minute on a per-call basis. The total monthly usage during a billing period is the sum of the minutes computed for each individual call.

**B. Application of Rates**

The applicable Usage Rate Level and corresponding Monthly Recurring Charge (MRC) is based on the total billing demonstrated at the time service is ordered or initiated. The MRC applies to each account with one or more lines presubscribed to the Business Migration Plan, regardless of the number lines subscribed. The MRC applies in full for each month or partial month of service. The MRC is permanently waived for Customers who demonstrate a usage history of \$775 or more.

(N)

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**SECTION 4 – END USER LONG DISTANCE SERVICES (cont'd)****4.24 Business Migration Plan (cont'd)****4.24.2 Rates and Charges (cont'd)****C. Change in Rate Level**

The Customer may initiate a request for a change in usage rate level, or the Company may initiate a change upon notice to the Customer, when total billing for a consecutive three month interval falls into a higher or lower rate category. When the Usage Rate Level is changed, the corresponding Monthly Recurring Charge is also changed.

**D. Rates**

Demonstrated Usage Level	Usage Rate Level Per Minute	Monthly Recurring Charge
\$0.00-\$99.99	\$0.0900	\$6.00
\$100-\$774.99	\$0.0750	\$7.00
\$775 and over	\$0.0590	\$0.00

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**SECTION 5 – MISCELLANEOUS SERVICES**

The following services described in this section are available to both wholesale and retail Customers.

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)****5.1 Operator Services**

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Operator services are available to Consumers from any Customer location. Operator Services allows the Consumer to place a call from a Customer location and arrange for billing other than to the originating telephone number. Calls are rounded up to the next whole minute for billing purposes and are billed to the Consumer through the monthly bill of the Consumer's local exchange carrier.

The following billing arrangements are available to Consumers through the Company's Operator Services:

**5.1.1 Customer Dialed Calling/Credit Card**

This is a service whereby the end user dials all of the digits necessary to route and bill the call without any operator assistance. Such calls may be billed either to a telephone company issued calling card or a commercial credit card.

**5.1.2 Operator Station**

This is a service whereby the caller places a non-person-to-person call with the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

**5.1.3 Person-to-Person**

This is a service whereby the person originating the call specifies to Carrier's operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

**5.1 Operator Services (cont'd)**

(M)

**5.1.5** In addition, Carrier offers operator assisted long distance calling subject to the following.

**Incomplete Calls** - Carrier will not bill for incomplete calls where answer supervision is available. The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon (i) subscriber notification or (ii) Company's knowledge.

**Carrier Identification** - The caller and the billed party, if different from the caller, will be advised that the Company is the operator service provider at the time of the initial contact.

**Rate Information** - Rate quotes will be given upon request at no charge, including all rate components and any additional charges. Only tariffed rates approved by this Commission for the Company shall appear on any local exchange telephone company (LEC) billings.

**Billing** - Carrier shall be listed on the LEC billing if the LEC has multi-company name billing ability.

**Calling Card Verification** - Carrier will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.

(M)

*Material now found on this page was previously located on Page 52.*

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

**5.1 Operator Services (cont'd)**

**5.1.5 (cont'd)**

**Emergency Services** - Carrier will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.

**Transfer of Calls** - Upon request, Carrier will transfer calls to other authorized interexchange carriers or to the LEC, if billing can list the caller's actual origination point.

**Nonblocking Access** - Carrier will refuse operator services to traffic aggregators which block access to other companies.

**Posting** - Carrier will assure that traffic aggregators will post and display information including: (1) that Carrier 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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*Material now found on this page was previously located on Page 52.*

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

**5.1 Operator Services (cont'd)**

**5.1.6 Rates and Charges**

A. InterLATA and IntraLATA Per Minute Rates:

Per Minute Usage Rate	\$0.89
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(M)(T)

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)****5.1 Operator Services (cont'd)**

(M)(T)

**5.1.6 Rates and Charges****B. InterLATA and IntraLATA Operator Service Charges**

Customer Dialed Calling Card Station	<u>Per Call</u>	
Customer Dialed/Automated	\$4.99	
Customer Dialed and Operator Assisted	\$5.50	
Customer Dialed – Operator Must Assist	\$4.99	
Operator Dialed Calling Card Station	\$5.50	
Operator Station - (& Real Time)		Operator
	<u>Automated</u>	<u>Assisted</u>
Collect	\$4.99	\$6.50
Billed to a Third Party	\$4.99	\$9.99
Sent Paid – Non Coin	\$4.99	\$9.99
Sent Paid Coin	\$1.95	\$1.95
Person-to-Person (includes real time rated)	\$9.99	\$9.99

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)****5.2 Pay Telephone (Payphone) Surcharge**

(M)(T)

A surcharge shall be assessed for each call made from a pay telephone to a Company-provided toll-free number or placed by using a travel card and dialing the Company's prefix in the form 101XXXX. This charge is to compensate the Company for the Federal Communications Commission assessment which is paid by the Company to pay telephone service providers for the use of their pay telephone instruments. Any changes to this surcharge must be approved by the Missouri Public Service Commission.

	Wholesale Customers	Retail Customers
Public Payphone Surcharge	\$0.30 (R)	\$0.35

(M)(T)

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

**5.3 Directory Assistance**

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator. Up to two requests may be made during each call.

Residential customers shall receive six free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

Charge Per Directory Assistance Call: \$1.99 (I)

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

(T)

**5.4 Frame Relay Service**

(T)

Frame Relay Service is an enhanced form of packet switching which uses variable length packets to connect multiple local area networks (LANs) for data transmission. Frame Relay Service is available throughout the United States where digital local access is available. The rules for Frame Relay Service in this Section are in addition to those rules found in Sections 1 through 3 of this tariff.

**5.4.1 Definitions:**

(T)

**Asynchronous Transfer Mode (ATM)** - an international high-speed, high-volume, packet-switched transmission protocol standard that supports integrated voice, video and data communications. ATM uses short uniform 53 byte cells to divide data into packets for ultra fast switching through the network. The 53 byte cells contain 5-byte destination address headers and 48 data bytes.

**Committed information rate (CIR)** - the statistical measurement of throughput on a PVC over time measured in bits per second. The CIR is the rate at which the network agrees to accept data from the user, and which the network commits to transfer data under normal operating conditions.

**Permanent virtual circuit (PVC)** - the facilities used to form a communications path connecting between two ports. Although a PVC may be defined in static manner with static parameters, it is not fixed to a stationary path through the network.

**Port** - a network entry or exit point on the frame relay switch that connects to the Company's frame relay network.

**Service Date** - The date Frame Relay Service is installed and available, or the date specified on the customer's order form, whichever is later. The service date is the date on which all nonrecurring charges will be billed and monthly charges begin for Frame Relay Service.

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

(T)

**5.4 Frame Relay Service (cont'd)**

(T)

**5.4.1 Rate Elements**

(T)

Frame Relay Service has three rate elements:

- A. local access facilities;
- B. ports; and
- C. a permanent virtual circuit (PVC).

(T)

**5.4.2 Local Access**

Local access facilities must be obtained to access Frame Relay Service. The local access facilities are ordered from the local exchange telephone company. The rates for the local access facilities vary by local exchange company and are found in the Company's tariff.

(T)

**5.4.3 Port Speed**

Port speed is selected to accommodate the various PVCs that use a particular port. The speed represents the highest attainable data rate into or out of the location at any point in time. Available speeds range from 56 Kbps to 1.536 Mbps. A frame relay port connection provides the physical interface into the network and provides the logical termination of PVCs assigned to that port.

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

(T)

**5.4 Frame Relay Service (cont'd)**

(T)

**5.4.4 PVC**

(T)

The PVC connects the customer's specific end-points on the interexchange network. Each PVC is assigned a committed information rate (CIR), which is the average minimum data rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can be greater than the CIR when excess capacity is available on the port and on the network. When this excess capacity exists, an average data rate above the CIR may be achieved up to the port capacity. Data sent across a virtual connection in excess of that connection's CIR will be marked discard eligible in the event of network congestion, and will be delivered only if the instantaneous demand for output on a transmission channel is equal to or less than the capacity of the queue for that channel.

PVCs may be either asymmetrical (one-way) or symmetrical (two-way). Symmetrical (two-way) traffic requires the use of one symmetrical PVC or two asymmetrical PVCs.

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

(T)

**5.4 Frame Relay Service (cont'd)**

(T)

**5.4.5 Frame Relay Service - Guarantees**

(T)

**A. Network Availability**

(T)

Network availability is measured as the total number of minutes in a billing month during which core network PVC routes are available to exchange data between the two network infrastructure node end points, divided by the total number of minutes in a billing month. A lapse in network availability is calculated commencing with the date on which the customer informs the Company of service non-availability, and ends on the date of service restoration. The PVC route will be measured from infrastructure port to infrastructure port and will not include the customer premises equipment (CPE) or local access facilities.

(T)

**B. Network Availability Objective**

The Company engineer's its network to achieve availability of 99.9% for networks designed with ten (10) or more network sites and a fully meshed network topology or a star network topology in which each remote site has PVCs connected to at least two network hubs engineered to a separate infrastructure node. In all other instances, the Company engineers its network to achieve availability of at least 99.5%

(T)

**C. Frame Delivery**

Frame delivery measures the percentage of customer's frame relay packets delivered from the Company's network ingress port to the Company's network egress port. This percentage will not include packet delivery failures attributable to local access facilities or CPE.

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

(T)

**5.4 Frame Relay Service (cont'd)**

(T)

**5.4.5 Frame Relay Service – Guarantees (cont'd)**

(T)

**D. Frame Delivery Objective**

The Company engineers its network to achieve a frame delivery level of 99.9% of frames within a customer's CIR, and 99.0% of frames above a customer's CIR. These delivery rates apply for networks designed with ten (10) or more network sites and a fully meshed network topology or a star network topology in which each remote site has PVCs connected to at least two network hubs engineered to a separate infrastructure node. In all other instances, the Company engineers its network to achieve a frame delivery level of 99.0%.

(T)

**E. Network Latency**

Network latency measures the elapsed time, in milliseconds, required for one data cell (frame relay packets converted to ATM cells on the Company's backbone network) to be delivered from the customer's Frame Relay Service network ingress port to the network egress port. Packet delivery failures attributable to local access facilities or CPE are not included.

(T)

**F. Network Latency Objective**

The Company engineers its network to achieve a one-way network latency of 65 milliseconds. This parameter applies for networks designed with ten (10) or more network sites and a fully meshed network topology or a star network topology in which each remote site has PVCs connected to at least two network hubs engineered to a separate infrastructure node. In all other instances, the Company engineers its network to achieve a network latency of 75 milliseconds.

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

(T)

**5.4 Frame Relay Service (cont'd)**

(T)

**5.4.5 Frame Relay Service – Guarantees (cont'd)**

(T)

**G. Frame Relay Service - Guarantee Exclusions**

(T)

The standards described above do not include periods of non-attainment resulting in whole or in part from one or more of the following causes:

- Any act or omission on the part of the customer, its contractors, or any other entity over which the customer exercises control or has the right to exercise control;
- Scheduled maintenance;
- Labor strikes
- *Force Majeure* events beyond the control of the Company (including, but not limited to, acts of God, government regulation and national emergency); and,
- Any act or omission on the part of a third party including, but not limited to, the local access provider.

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

(T)

**5.4 Frame Relay Service (cont'd)**

(T)

**5.4.7 Termination of Frame Relay Service**

(T)

Customer must provide the Company with 30 days written notice before terminating frame relay service. Customers terminating service prior to fulfilling their term commitment will be assessed a termination liability equal to one hundred percent (100%) of the monthly recurring charge for each access line, port and PVC service terminated multiplied by the number of months remaining in the first year of the term plan, plus fifty percent (50%) of the monthly recurring charges for each circuit canceled multiplied by the number of months remaining in the term plan after the first year. The customer will not have any termination liability if it subscribes to another Company service of the same or greater monthly revenues and volume, and with a term no less than the remaining months of the term plan or one year, whichever is greater, at the same time the notice of termination is received. The customer will also be liable for a pro-rata amount of any waived installation charges based on the number of months remaining in the term plan.

**5.4.8 Rates**

(T)

Frame relay services are priced on an Individual Case Basis ("ICB").

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

(T)

**5.5 Private Line Services**

(T)

The Company provides interstate Private Line Service to Customers with transmission speeds ranging from 64 Kbps to 1.544 Mbps. Private Line Services are offered on a point-to-point basis. Each Private Line Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

**5.5.1 Two Point Service**

(T)

Two Point Service allows two Customer designated locations to be connected by one Private Line Service. The service terminated at both locations must be the same speed and the same capacity.

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

**5.5 Private Line Services (cont'd)**

**5.5.2 Application of Rates**

**A. Recurring Charges**

Recurring charges for Private Line Services vary based on the capacity of service, the distance of service, the term plan selected and the monthly revenue commitment made by the Customer. Unless otherwise stated in the description associated with the rate element in this tariff, Private Line Service recurring charges are applied on a circuit basis, per DS0 equivalent. A minimum circuit charge applies which varies by circuit bandwidth.

**B. [Reserved for Future Use]**

(M)

(M)

**C. Nonrecurring Charges**

Nonrecurring Charges (NRC) are one-time only charges. NRC's may be waived for certain promotions and under the specific terms of individually negotiated contract services.

*Certain material previously found on this page is now located on Page 134.*

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

(T)

**5.5 Private Line Services (cont'd)**

(T)

**5.5.2 Application of Rates (cont'd)**

(T)

**D. Pass-Through Charges**

(T)

All charges incurred by the Company on the Customer's behalf from any Local Exchange Carrier, Competitive Access Provider or Competitive Local Exchange Provider will be directly passed on the Customer. Cross-Connect Charges apply to Company facilities that are connected by the Company to other carriers or Customer interconnect/collocation facility within the same Point of Presence.

Notes

1. All charges incurred by Supplier on Customer's behalf from any Local Exchange Carrier, Competitive Access Provider or Competitive Local Exchange Carrier will be directly passed on to the Customer.
2. Service not described above will be considered special handling and charges will be assessed on an Individual Case Basis (ICB).
3. All of the above changes are subject to changes with a 30 day notice.
4. All Private Line ancillary service charges to cities not listed will be priced on an individual case basis and will be subject to the terms and charges of the underlying carrier.

*Certain material previously found on this page is now located on Page 75.1.*

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)****5.5 Private Line Services (cont'd)****5.5.2 Application of Rates (cont'd)****E. Interconnect Charges**

Interconnect Charges apply to connections between the Company's POPs in the same city or between the Company's suite to another suite in the same building. Since costs vary widely by location, the interconnect charges specified in this tariff are the minimum amount that will be charged monthly. All interconnect, construction charges and individual case basis charges incurred by the Company will be passed through to the Customer. Interconnect arrangements are subject to the continuing economic availability of the necessary facilities and equipment.

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

(T)

**5.5 Private Line Services (cont'd)**

(T)

**5.5.2 Application of Rates (cont'd)**

(T)

**F. Order Cancellation Policy**

The Company will provide an order confirmation after the Customer places an order for service. If the Customer changes the order, a change order charge will apply based on the scope of the change. If the Customer cancels the order, the Customer must reimburse the Company for all costs incurred to that point. The Customer must notify the Company of service date changes 45 days prior to the due date. Service date changes may be extended by the Customer a maximum of thirty days from the due date. Service date changes for OC-3, OC-12 and OC-48 bandwidths are restricted to one change, after which the order will be subject to all recurring and nonrecurring charges applicable to the service.

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)****5.5 Private Line Services (cont'd)****5.5.3 Service Descriptions [1]**

(C)

Private Line Service allows the Customer to connect two locations with private dedicated service at one of a number of transmission speeds.

**A. DS0 Service - GRANDFATHERED**

(C)

DS0 Service is a dedicated digital channel with line speeds of 2.4, 4.8, 9.6, 56 or 64 Kbps.

**B. DS1 Service - GRANDFATHERED**

(C)

DS1 Service is a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services.

**C. DS3 Service - GRANDFATHERED**

(C)

DS3 Service is a dedicated, high capacity channel with a line speed of 44.736 Mbps. DS3 Service has the equivalent capacity of 28 DS1 Services at 1.544 Mbps or 672 Voice Grade Services at 56/64 Kbps.

**D. OC-3 Service - GRANDFATHERED**

(C)

OC-3 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the SONET standard at a rate of 155.52 Mbps.

- [1] Effective June 16, 2025, Private Line services will no longer be available to new customers or for new orders from existing customers, including any Moves, Adds or Changes. Customers with services under existing contracts will continue to be supported as required until the expiration of the contract. Contracts will not be renewed. Service terms will expire at the end of the current applicable service term.**

(N)

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(N)

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)****5.5 Private Line Services (cont'd)****5.5.3 Service Descriptions (cont'd)****E. OC-12 Service - GRANDFATHERED****(C)**

OC-12 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 622.08 Mbps. OC-12 service may be ordered with backup or reroute capability (OC-12 System Service). The OC-12 System Service must be ordered and installed at the same time as the corresponding OC-12 service.

**F. OC-48 Service - GRANDFATHERED****(C)**

OC-48 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 2488.32 Mbps. OC-48 Service may be ordered with backup or reroute capability (OC-48 System Service). The OC-48 System Service must be ordered and installed at the same time as the corresponding OC-48 Service.

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

(T)

**5.5 Private Line Services (cont'd)**

(T)

**5.5.3 Service Descriptions (cont'd)**

(T)

**G. Special Construction**

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction is undertaken:

(T)

1. where facilities are not presently available, (T)
2. where the service is of a type other than that which the Company would normally utilize in the furnishing of its service; (T)
3. where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services; (T)
4. where the service is in a quantity greater than that which the Company would normally provide; (T)
5. where service is requested on an expedited basis (T)
6. where service is requested on a temporary basis until permanent facilities are available; (T)
7. where the service requested involves abnormal costs; or (T)
8. where service is requested in advance of the Company's normal construction schedule. (T)

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

(T)

**5.5 Private Line Services (cont'd)**

(T)

**5.5.3 Service Descriptions (cont'd)**

(T)

**H. Time and Material Service**

(T)

This service provides for the Labor and Material charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time, materials and charges for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

(T)

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

(T)

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Material Charges will apply.

(T)

(T)

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 Time and Material Charges 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.

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**SECTION 5 – MISCELLANEOUS SERVICES (cont'd)**

**5.5 Private Line Services (cont'd)**

**5.5.4 Rates [1]**

(C)

Private Line Services are priced on an Individual Case Basis (“ICB”).

- [1] Effective June 16, 2025, Private Line services will no longer be available to new customers or for new orders from existing customers, including any Moves, Adds or Changes. Customers with services under existing contracts will continue to be supported as required until the expiration of the contract. Contracts will not be renewed. Service terms will expire at the end of the current applicable service term.**

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**SECTION 5 – MISCELLANEOUS SERVICES *continued*****5.6 Telecommunications Service Priority****5.6.1 General**

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

- B. The TSP program has two components, restoration and provisioning.
1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
  2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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**SECTION 5 - MISCELLANEOUS SERVICES *continued*****5.6 Telecommunications Service Priority *continued*****5.6.2. TSP Request Process****A. Restoration**

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership  
National Security Posture and U.S. Population Attack Warning  
Public Health, Safety, and Maintenance of Law and Order  
Public Welfare and Maintenance of National Economic Posture

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as Customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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**SECTION 5 - MISCELLANEOUS SERVICES *continued*****5.6 Telecommunications Service Priority *continued*****5.6.2. TSP Request Process *continued*****B. Provisioning**

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 5.6.2.A. above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 5.6.2.A.1 and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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**SECTION 5 - MISCELLANEOUS SERVICES *continued*****5.6 Telecommunications Service Priority *continued*****5.6.3 Responsibilities of the End-User**

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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**SECTION 5 - MISCELLANEOUS SERVICES *continued*****5.6 Telecommunications Service Priority *continued*****5.6.4 Responsibilities of the Company**

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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**SECTION 5 - MISCELLANEOUS SERVICES *continued*****5.6 Telecommunications Service Priority *continued*****5.6.5 Preemption**

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted.

**5.6.6 Rates and Charges**

	<u>Non-Recurring Charge</u>	<u>Monthly</u>
TSP Provisioning Priority, per circuit	\$150.00	\$NA
TSP Restoration Priority, per circuit	\$150.00	\$30.00

Other applicable rates to above TSP charges:

- 1) In addition to the TSP charges, Broadwing will pass through any and all off-net (local loop or long-haul) charges. This includes service charges, expedite fees and special off-net TSP charges.
- 2) The Broadwing TSP charges are in addition to any and all standard Broadwing transport or services charges.
- 3) If a customer is ordering both Provisioning and Restoration Priority, both TSP charges apply.

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**SECTION 6 - PROMOTIONAL OFFERINGS**

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**6.1 General**

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Miscellaneous Services and Rates are those services and charges that apply to either a retail end user or a Reseller Customer of Carrier who uses or authorizes the use of these services in addition to or as an adjunct to services to which the Customer subscribes. Unless otherwise noted in the specific service description, usage-sensitive calls are measured and billed individually in one minute increments. The minimum call duration for billing purposes is one minute. When calculations result in fractional cents, the charge for a call is rounded up to the next whole cent.

**6.2 Employee Concessions**

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The Company offers employee discounted rates on long distance services as part of their normal compensation.

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**6.3 Promotional Offerings**

6.3.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval with specific starting and ending dates, and such promotions shall run no longer than ninety (90) days in any twelve (12) month period.

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**6.3.2 Competitive Response Promotion**

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In order to acquire or retain Customers, the Carrier will match certain offers made by other interexchange carriers/resellers where the Customer can demonstrate to the Carrier's satisfaction that it intends to accept such offer as an inducement to subscribe to or remain subscribed to such other interexchange carrier's/reseller's services. Promotional rates will be submitted to the Commission for approval when required.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS**

(N)

The services in this Section are available only to existing Business customers. Upon expiration of the contract term, existing customers may either elect to continue these services at these rates or may subscribe to the then current service offerings under preceding paragraphs of this tariff.

**7.1 Obsolete Service Options Formerly Offered by Network Long Distance, Inc.****7.1.1 Obsolete MTS Service Options**

Obsolete MTS Service offerings are only available for the remaining period of any existing contract. After the expiration of the contract the customer may subscribe to MTS under the current service offerings under the preceding paragraphs of this tariff.

**Plan 20**

Plan 20 is a flat rated two-way calling multipoint service, accessible by customers on a dial up basis and intended for small business customers utilizing between \$0 to \$49 per month in long distance services.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.1 Obsolete Service Options Formerly Offered by Network Long Distance, Inc., (cont'd)****7.1.1 Obsolete MTS Service Options (cont'd)****Plan 18**

Plan 18 is a flat rated two-way calling multipoint service, accessible by customers on a dial up basis and intended for small business customers utilizing between \$50 to \$199 per month in long distance services.

**Plan 17**

Plan 17 is a flat rated two-way calling multipoint service, accessible by customers on a dial up basis and intended for small business customers utilizing between \$200 to \$349 per month in long distance services.

**Plan 16**

Plan 16 is a flat rated two-way calling multipoint service, accessible by customers on a dial up basis and intended for medium-sized business customers utilizing between \$350 to \$499 per month in long distance services.

**Plan 15**

Plan 15 is a flat rated two-way calling multipoint service, accessible by customers on a dial up basis and intended for medium-sized business customers utilizing between \$500 to \$749 per month in long distance services.

**Plan 9**

Plan 9 is a flat rated two-way calling multipoint service, accessible by customers on a dial up basis and intended for large business customers utilizing between \$750 to \$999 per month in long distance services.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.1 Obsolete Service Options Formerly Offered by Network Long Distance, Inc., (cont'd)**

**7.1.1 Obsolete MTS Service Options, (cont'd)**

**Plan 13**

Plan 13 is a flat rated two-way calling multipoint service, accessible by customers on a dial up basis and intended for large business customers utilizing over \$1000 per month in long distance services.

**7.1.2 Obsolete 800 Service Options**

800 Service is the furnishing of dial-type intrastate telecommunications originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a Regular Business Line or a Special Access Line (SAL).

**Incoming 800 Service**

**Plan 47**

Plan 47 is an incoming 800 service intended for small business customers utilizing between \$0 to \$99 per month in incoming 800 service.

**Plan 43**

Plan 43 is an incoming 800 service intended for medium sized customers utilizing between \$100 to \$500 per month in incoming 800 service.

**Plan 46**

Plan 46 is an incoming 800 service intended for large business customers utilizing over \$500 per month in incoming 800 service.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.1 Obsolete Service Options Formerly Offered by Network Long Distance, Inc., (cont'd)****7.1.3 Obsolete Travel Services**

Travel Service is a feature whereby a customer may access Carrier's network by means of an 800 number (provided by Carrier) from any touchtone phone, anywhere in the continental United States.

**Plan 7**

Plan 7 is a travel card service available to small business customers utilizing between \$0 to \$49 per month in long distance services.

**Plan 4**

Plan 4 is a travel card service available to medium sized customers utilizing between \$50 to \$500 per month in long distance service.

**Plan 5**

Plan 5 is a travel card service available to large business customers utilizing over \$500 per month in long distance service.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.1 Obsolete Service Options Formerly Offered by Network Long Distance, Inc., (cont'd)****7.1.4 Rates For Obsolete Services Formerly Offered by Network Long Distance, Inc., (cont'd)****A. MTS Rates per minute**

	Day	Evening	Night/Weekend
Plan 20	\$0.200	\$0.200	\$0.200
Plan 18	\$0.180	\$0.180	\$0.180
Plan 17	\$0.170	\$0.170	\$0.170
Plan 16	\$0.165	\$0.165	\$0.165
Plan 15	\$0.160	\$0.160	\$0.160
Plan 9	\$0.155	\$0.155	\$0.155
Plan 13	\$0.150	\$0.150	\$0.150

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.1 Obsolete Service Options Formerly Offered by Network Long Distance, Inc., (cont'd)****7.1.4 Rates For Obsolete Services Formerly Offered by Network Long Distance, Inc., (cont'd)****B. Obsolete Incoming 800 Service Rates per minute**

	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
Plan 47	\$0.19	\$0.19	\$0.19
Plan 43	\$0.18	\$0.18	\$0.18
Plan 46	\$0.17	\$0.17	\$0.17

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.1 Obsolete Service Options Formerly Offered by Network Long Distance, Inc., (cont'd)****7.1.4 Rates For Obsolete Services Formerly Offered by Network Long Distance, Inc., (cont'd)****C. Obsolete Travel Service Rates per minute**

	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
Plan 4	\$0.30	\$0.28	\$0.25
Plan 5	\$0.27	\$0.25	\$0.23
Plan 7	\$0.35	\$0.30	\$0.28

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.2 Obsolete Service Offerings Formerly Offered by National Teleservice, Inc.****7.2.1 Obsolete Outbound 1+ Services**

Outbound 1+ rates apply when the person originating the call dials the telephone number desired and completes the call, and the call is billed to the calling station.

Rate Per Minute: \$0.149

**7.2.2 Calling Card**

A calling card service that may be accessed from any touch tone or rotary telephone. The Customer dials the appropriate telephone number desired and completes the call and the call is billed to the Calling Card.

Rate Per Minute:	Day:	\$0.27
	Evening:	\$0.23
	Night:	\$0.23

**7.2.3 Inbound 800**

Inbound 1+ rates apply when the person originating the call dials the 800 telephone number desired and completes the call, and the call is billed to the called station.

Rate Per Minute: \$0.166

**7.2.4 Directory Assistance**

Rate Per Call: \$0.87

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.3 Obsolete Service Offerings Formerly Offered by United Wats, Inc.**

**7.3.1 MTS Service Plans**

**Plan A**

Intended for customers utilizing up to \$250 per month. \$0.1900 per minute. Service is billed in 6 second increments.

**Plan B**

Intended for customers utilizing up between \$250 and \$500 per month. \$0.1900 per minute. Service is billed at an initial 30 seconds with 6 second increments thereafter.

**Plan C**

Intended for customers utilizing up between \$500 and \$750 per month. \$0.1850 per minute. Service is billed in 6 second increments.

**Plan D**

Intended for customers utilizing up between \$750 and \$1,000 per month. \$0.1800 per minute. Service is billed in 6 second increments.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.3 Obsolete Service Offerings Formerly Offered by United Wats, Inc. (cont'd)****7.3.2 800 Service Plans**

An incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.

**Plan A**

Intended for customers utilizing up to \$500 per month. \$0.2150 per minute. Service is billed in 6 second increments.

**Plan B**

Intended for customers utilizing up between \$500 and \$750 per month. \$0.2000 per minute. Service is billed at an initial 30 seconds with 6 second increments thereafter.

**Plan C**

Intended for customers utilizing up between \$750 and \$1,000 per month. \$0.1900 per minute. Service is billed in 6 second increments.

**Plan D**

Intended for customers utilizing over \$1,000 per month. \$0.1800 per minute. Service is billed in 6 second increments.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.3 Obsolete Service Offerings Formerly Offered by United Wats, Inc. (cont'd)****7.3.3 Travel Card Service Plans****Plan A**

Plan A is a special travel feature whereby a UWI customer may access the network by means of an 800 number (provided by UWI) from any touchtone phone in the continental US and designed for customers utilizing up to \$500 in travel card services per month. .20 per minute flat. In addition, there is a .35 surcharge on each travel card call that is made. Service is billed in full minute increments.

**Plan B**

Plan B is a special travel feature whereby a UWI customer may access the network by means of an 800 number (provided by UWI) from any touchtone phone in the continental US. It is intended for customers who exclusively utilize UWI's calling card service without utilizing UWI's 1+ service. .20 per minute flat. No surcharge will be added to travel card calls placed under Plan B. Service is billed in full minute increments.

**Plan C**

Plan C is a special travel feature whereby a UWI customer may access the network by means of an 800 number (provided by UWI) from any touchtone phone in the continental US and designed for customers utilizing \$500 to \$1,000 in travel card services per month. .28 per minute flat. In addition, there is a .10 surcharge on each travel card call that is made. Service is billed in full minute increments.

**Plan D**

Plan D is a special travel feature whereby a UWI customer may access the network by means of an 800 number (provided by UWI) from any touchtone phone in the continental US and designed for customers utilizing up to \$1,000 in travel card services per month. .25 per minute flat. In addition, there is a .20 surcharge on each travel card call that is made. Service is billed in full minute increments.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.3 Obsolete Service Offerings Formerly Offered by United Wats, Inc. (cont'd)****7.3.4 Dedicated Service Plans****Plan A**

Plan A is a one-way outbound service requiring the customer to originate calls via a dedicated access facility which is provided by the LEC and intended for customers utilizing between \$2,250 and \$5,000 per month in dedicated long distance services. .1230 per minute flat. Service is billed in 6 second increments.

**Plan B**

Plan B is a one-way outbound service requiring the customer to originate calls via a dedicated access facility which is provided by the LEC and intended for customers utilizing between \$5,000 and \$7,500 per month in dedicated long distance services. .1170 per minute flat. Service is billed in 6 second increments.

**Plan C**

Plan C is a one-way outbound service requiring the customer to originate calls via a dedicated access facility which is provided by the LEC and intended for customers utilizing between \$7,500 and \$10,000 per month in dedicated long distance services. .1110 per minute flat. Service is billed in 6 second increments.

**Plan D**

Plan D is a one-way outbound service requiring the customer to originate calls via a dedicated access facility which is provided by the LEC and intended for customers utilizing over \$10,000 per month in dedicated long distance services. .1000 per minute flat. Service is billed in 6 second increments.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.3 Obsolete Service Offerings Formerly Offered by United Wats, Inc. (cont'd)****7.3.5 800 Dedicated Service Plans****Plan A**

Plan A in an incoming service that allows calls which originate on the feature group facilities provided by the LEC to be terminated on a dedicated facility and intended for customers utilizing between \$2,200 and \$5,000 per month in dedicated 800 service. .1090 per minute flat. Service is billed in 6 second increments.

**Plan B**

Plan B in an incoming service that allows calls which originate on the feature group facilities provided by the LEC to be terminated on a dedicated facility and intended for customers utilizing between \$5,000 and \$7,500 per month in dedicated 800 service. .1040 per minute flat. Service is billed in 6 second increments.

**Plan C**

Plan C in an incoming service that allows calls which originate on the feature group facilities provided by the LEC to be terminated on a dedicated facility and intended for customers utilizing between \$7,500 and \$10,000 per month in dedicated 800 service. .0980 per minute flat. Service is billed in 6 second increments.

**Plan D**

Plan D in an incoming service that allows calls which originate on the feature group facilities provided by the LEC to be terminated on a dedicated facility and intended for customers utilizing over \$10,000 per month in dedicated 800 service. .0930 per minute flat. Service is billed in 6 second increments.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.3 Obsolete Service Offerings Formerly Offered by United Wats, Inc. (cont'd)****7.3.6 UWI Association Network**

UWI Association Network is an inbound and outbound product developed for use by alternative marketers of UWI service. This product is provided to independent agents, telemarketers and multi-level marketing groups. The product features a simple flat rate pricing that does not change regardless of whether a call is made during the day, evening or night.

Rate: .1800 per minute flat	Outbound Service
Rate: .1800 per minute flat	Inbound Service

Billing: Usage is billed in thirty (30 ) seconds for the initial period with six (60) second increments thereafter.

**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company****7.4.1 Message Toll Service (MTS)**

MTS service is a measured use, full time service and is offered on a monthly basis, utilizing inter-city communications facilities shared among multiple users. The individual customer's basic monthly charges for the use of such inter-city communications facilities are based upon the time of day, the total minutes the customer utilizes such facilities or the distance of each call. For each call under the MTS option, the minimum charge shall be the applicable charge for one minute of use with use in excess of one minute during a call charged at the applicable rate per minute with the fraction, if any, of the last minute of each call rounded up to the next highest whole minute, unless stated otherwise.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company****7.4.2 Residential MTS Service**

- A. Residential MTS service is a usage, time of day and mileage sensitive product accessible by customers on a 1+ or dial-up basis and is billed in whole minute increments and any fraction of a minute is rounded to the next whole minute.

	<u>Mileage Limit</u>	<u>1st Min.</u>	<u>Add'l Min.</u>
1. Day	0-10	0.1100	0.0900
	11-14	0.1500	0.1300
	15-18	0.1773	0.1600
	19-23	0.2023	0.1600
	24-28	0.2323	0.1760
	29-33	0.2323	0.1923
	34-40	0.2323	0.2323
	41-50+	0.2623	0.2323
2. Eve	0-10	0.0825	0.0675
	11-14	0.1125	0.0975
	15-18	0.1330	0.1200
	19-23	0.1517	0.1200
	24-28	0.1742	0.1320
	29-33	0.1742	0.1442
	34-40	0.1742	0.1742
	41-50+	0.1967	0.1742
3. N/W	0-10	0.0660	0.0540
	11-14	0.0900	0.0780
	15-18	0.1064	0.0960
	19-23	0.1214	0.0960
	24-28	0.1394	0.1056
	29-33	0.1394	0.1154
	34-40	0.1394	0.1394
	41-50+	0.1574	0.1394

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company (cont'd)****7.4.3 Commercial MTS Service Plans****A. Plan A**

1. Plan A is a flat rated two-way calling multipoint service, accessible by customers on a 1+ or dial-up basis for customers utilizing up to \$250 per month in long distance services.
2. Rate: .1389 per minute flat (Day, Evening, Night).
3. Billing: Plan A is billed in six second increments with a 30 second minimum duration rounded to the next six second increment.

**B. Plan B**

1. Plan B is a flat rated two-way calling multipoint service, accessible by customers on a 1+ dial-up basis for customers utilizing \$250 to \$500 per month in long distance services.
2. Rate: .1289 per minute flat (Day, Evening, Night).
3. Billing: Plan B is in six second increments with a 30 second minimum duration rounded to the next six second increment.

**C. Plan C**

1. Plan C is a flat rated two-way calling multipoint service, accessible by customers on a 1+ dial-up basis for customers utilizing \$500 to \$750 per month in long distance services.
2. Rate: .1189 per minute flat (Day, Evening, Night).
3. Billing: Plan C is billed in six second increments with a 30 second minimum duration rounded to the next six second increment.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company  
((cont'd))**

**7.4.3 Commercial MTS Service Plans (cont'd)**

**D. Plan D**

1. Plan D is a flat rated two-way calling multipoint service, accessible by customers on a 1+ dial-up basis for customers utilizing \$750 to \$1,000 per month in long distance services.
2. Rate: .1070 per minute flat (Day, Evening, Night).
3. Billing: Plan D is billed in six second increments with a 30 second minimum duration rounded to the next six second increment.

**E. Plan E**

1. Plan E is a flat rated two-way calling multipoint service, accessible by customers on a 1+ or dial up basis for customers utilizing over \$1,000 per month in long distance services.
2. Rate: .0980 per minute flat rate (Day, Evening, Night).
3. Billing: Plan E is billed in six second increments with a 30 second minimum duration rounded to the next six second increment.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company (cont'd)****7.4.4 Wats Service**

Coastal WATS is a one-way outbound service requiring the customer to originate calls via a dedicated access facility between the customer's premises and Coastal's terminal location and allowing the completion of calls via Coastal's interexchange facilities and the facilities leased from other carriers. The dedicated access facility is provided by the Local Exchange Carrier. Coastal will act as agent for the customer in the ordering and installation of such facilities.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company (cont'd)****7.4.5 800 Services**

800 Service is the furnishing of dial-type intrastate telecommunications originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a Regular Business Line or a Special Access Line (SAL).

**A. Availability of 800 Service**

The furnishing of 800 Service under this tariff will require certain physical arrangements of the facilities of the local exchange carrier and is therefore subject to the availability of such facilities.

**B. Use of the 800 Service**

1. 800 service is provided for use by the customer and may be used by others when so authorized by the customer, provided that such usage is subject to the provisions of this tariff.
2. 800 service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes:
  - (a) The acceptance of an 800 service call in response to an uncompleted Message Telecommunications Service (MTS) call placed to send information and avoid the MTS charge.
  - (b) The obtaining or attempting to obtain, or assisting another to obtain or to attempt to obtain 800 service through any fraudulent means with intent of avoiding payment of the regular charges for such service.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company (cont'd)****7.4.5 800 Services (cont'd)****C. Provisioning Scope and Responsibility**

800 service arrangements include account planning, testing, maintenance, billing service accuracy and customer inquiry responsibility. Local Exchange Carrier facilities are standard components of 800 service arrangements. 800 services include access lines provided and are billed as part of the service arrangements by the respective LEC. The company reserves the right to delay or defer service ordering and provisioning in locations where billing capability and facilities are not available to Coastal and/or no customer demand exists.

**D. Design Layout Requirements for 800 Service**

Since 800 service access line facilities are provided and billed by the LECs as part of the company's 800 service arrangements, any customer or other carrier request for access line design parameter should be directed to the LEC as the access line facilities provider.

**E. Limitation of 800 Service**

800 service is furnished upon the condition that the subscriber contracts for adequate facilities to permit the use of this service without injurious effects upon it or any service rendered by the company. The company may terminate or refuse to furnish 800 service to any applicant, without incurring any liability, if the use of the service would interfere with or impair any service rendered by the company.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company (cont'd)****7.4.6 Reservation of Numbers for 800 Services**

Coastal will accept a prospective 800 service customer's request for a particular 800 service telephone number (up to ten (10) in total), and will reserve such number(s) on a first come first serve basis. All requests for 800 service telephone number reservations must be made in writing, dated and signed by a responsible representative of the customer. Coastal does not guarantee the reservation of number(s) until that number is assigned. The 800 services telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer, provided the customer subscribes to 800 service within 10 days of the reservation of said number and uses the service within an additional 90 day period. If the customer who has received a number does not subscribe to and use the service within the appropriate 10 and 90 day periods specified above, the company reserves the right to make the number available for use by another customer in accordance with the terms of the section.

**7.4.7 Incoming 800 Service**

Incoming 800 is a service that allows calls to be terminated on feature group facilities provided by the local exchange carrier network.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company (cont'd)****7.4.8 800 Service Plans Rates****A. Plan A**

1. Plan A is an incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line. Plan A is for customers utilizing up to \$250 per month in 800 services.
2. Rate: .1389 per minute flat (Day, Evening, Night).
3. Billing: Plan A is billed in six second increments with a 30 second minimum duration rounded to the next six second increment.

**B. Plan B**

1. Plan B is an incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line. Plan B is for customers utilizing \$250 to \$500 per month in 800 services.
2. Rate: .1289 per minute flat (Day, Evening, Night).
3. Billing: Plan B is billed in six second increments with a 30 second minimum duration rounded to the next six second increments.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company (cont'd)****7.4.8 800 Service Plans Rates (cont'd)****C. Plan C**

1. Plan C is an incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line. Plan C is for customers utilizing \$500 to \$750 per month in 800 services.
2. Rate: .1189 per minute flat (Day, Evening, Night).
3. Billing: Plan C is billed in six second increments with a 30 second minimum duration rounded to the next six second increment.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company (cont'd)****7.4.8 800 Service Plans Rates (cont'd)****D. Plan D**

1. Plan D is an incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line. Plan D is for customers utilizing \$750 to \$1,000 per month in 800 services.
2. Rate: .1070 per minute flat (Day, Evening, Night).
3. Billing: Plan D is billed in six second increments with a 30 second minimum duration rounded to the next six second increment.

**E. Plan E**

1. Plan E is an incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line. Plan D is for customers utilizing in excess of \$1,000 per month in 800 services.
2. Rate: .0980 per minute flat (Day, Evening, Night).
3. Billing: Plan E is billed in six second increments with a 30 second minimum duration rounded to the next six second increment.
- \* No surcharges or monthly minimums apply to 800 number usage.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company (cont'd)****7.4.9 Travel Card Service**

Travel Card Service is a special travel feature whereby a customer can access the network via an 800 number (provided by Carrier) from any touchtone phone, anywhere in the continental United States.

**A. Travel Card Service Rates****Plan A**

1. Plan A is a special travel feature whereby a Coastal customer may access the network by means of an 800 number (provided by Coastal) from any touchtone phone in the continental U. S.
2. Rate: .1765 per minute flat (Day, Evening, Night). No surcharges apply.
3. Billing: Plan A is billed in six second increments with a 30 second minimum duration rounded to the next six second increment.

**7.4.10 Directory Assistance**

Carrier will not charge a fee for directory assistance rather, carrier will pass through, at its cost, the cost for providing directory assistance.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company (cont'd)****7.4.11 Agent Rate Programs**

The following rate plans are applicable to end-users who are sold Coastal's services through independent sales agents.

**A. 1+ Services**

<u>Plan</u>	<u>Monthly Usage</u>	<u>Rate Per Minute</u>
Plan A	\$0 - \$99	\$0.135 per minute
Plan B	\$100 - \$149	\$0.129 per minute
Plan C	\$150 - \$249	\$0.125 per minute
Plan D	\$250 - \$499	\$0.119 per minute
Plan E	\$500 - \$749	\$0.115 per minute
Plan F	\$750 - \$999	\$0.109 per minute
Plan G	\$1000+	\$0.105 per minute

**B. 800/888 Services**

<u>Plan</u>	<u>Monthly Usage</u>	<u>Rate Per Minute</u>
Plan A	\$0 - \$99	.139
Plan B	\$100-\$149	.135
Plan C	\$150 - \$249	.129
Plan D	\$250 - \$499	.125
Plan E	\$500 - \$749	.119
Plan F	\$750 - \$999	.115
Plan G	\$1000+	.109

**7.4.12 Monthly Recurring Charge**

For all commercial MTS service plans as well as the 1+ agent rate program, Coastal will charge a monthly recurring charge of \$5.00 per month.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company (cont'd)****7.4.13 Operator Services**

The Company intends to provide operator services only to end-users of its 1+ services. Operator services will be billed in full minute increments.

Mileage Range	DAY		Evening		Night	
	First Minute	Add'l Minutes	First Minute	Add'l Minutes	First Minute	Add'l Minutes
0-10	.1853	.1268	.1268	.1268	.1170	.1170
11-22	.2048	.1365	.1365	.1365	.1170	.1170
23-55	.2243	.1560	.1560	.1560	.1268	.1268
56-124	.2438	.1560	.1560	.1560	.1268	.1268
125-292	.2535	.1560	.1560	.1560	.1365	.1365
293-430	.2535	.1658	.1658	.1658	.1463	.1463
431-925	.2535	.1755	.1755	.1755	.1463	.1463
926-1910	.2633	.1853	.1853	.1853	.1560	.1560
1911-3000	.2633	.1853	.1853	.1853	.1658	.1658
3001-4250	.2925	.1950	.1950	.1950	.1658	.1658
4251-5750	.3218	.2145	.2145	.2145	.1658	.1658

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company (cont'd)****7.4.14 Prepaid Calling Card Service****A. General**

Prepaid Calling Card Service is voice grade switched telecommunications service that allows an end user to place calls charge to prepaid cards issued by Coastal Telecom Limited Company (hereinafter referred to as Coastal). The end user accesses the Coastal network by dialing the appropriate 800 number printed on the back of the card.

**B. Unit Value**

One unit equals one minute (or fraction thereof) of domestic calling. These prices apply twenty four (24) hours a day, seven (7) days a week.

**C. Collector's Card Value**

In certain instances, an additional cost will be added to the card to cover the cost of printing, set up, enhanced features, etc. Additionally, Coastal will provide Prepaid Calling Cards where the card itself has value (i.e. includes a picture of a licensed property or because of the materials used in the production of the card) distinct from the value of the underlying telecommunications service.

The value of the telecommunications service (in units or dollars) will be indicated on the card. The rates, terms, and conditions will be those of the Unit Value stated in subsection B above.

(N)

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company (cont'd)****7.4.14 Prepaid Calling Card Service (continued)****D. Availability of Service**

Coastal Prepaid Calling Card Service is available twenty-four (24) hours a day, seven (7) days a week. The number of available prepaid cards is subject to technical limitations. Such cards will be offered to customers on a first come, first served basis. Prepaid Calling Card Service can be accessed through touch-tone telephones only.

**E. Exclusions**

The following types of calls may not be completed with the Coastal Prepaid Call Service:

- Calls to 500, 700, 800, 900, 976, 888, any N11 nos, including but not limited to 411, 911 and 950 numbers.
- Calls to Directory Assistance.
- Operator Assisted Calls.

**F. Card Depletion/Renewal/Expiration****1. Depletion**

Coastal Prepaid Calling Card Service will be reduced and depleted based upon customer usage. At the beginning of each call, the user will be notified as to the amount of minutes available on the card. Customers will be given a minimum notice of one minute before the available card balance is depleted. When the balance of available time is depleted, the call will be terminated.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company (cont'd)****7.4.14 Prepaid Calling Card Service (continued)****F. Card Depletion/Renewal/Expiration (continued)****2. Renewal**

The end user can extend the use of the Coastal Prepaid Calling Card by charging additional units on an authorized major credit card. The system will "voice prompt" the user through the process necessary to purchase these additional increments. An on-line credit check will be done to ensure that approved credit is available.

**3. Expiration**

Coastal Prepaid Calling Card are non-refundable and some card will expire on the date specified on the card while others will expire one (1) year from the date of first use.

**G. Conditions of Service**

Coastal is not liable or responsible for theft, loss or unauthorized use of the Prepaid Calling Card or the Prepaid Calling Card's PIN (Personal Identification Number). When applicable, the reseller of Coastal Prepaid Calling Cards is solely responsible for the collection and payment of all applicable federal, state or local use, excise, sales and/or privilege taxes, duties or any similar fees that may be assessed by any government body and/or regulatory authority in connection with the service.

1. In the event of a failure of service of which Coastal has been notified, a credit allowance will be issued for such service failures as designated herein and will be calculated pursuant hereto.

(N)

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.4 Obsolete Service Offerings Formerly Offered by Coastal Telecom Limited Company (cont'd)**

**7.4.14 Prepaid Calling Card Service (continued)**

**H.** In addition to the purchase of individual Prepaid Calling Cards by consumers, Coastal will also make Prepaid Calling Cards available to wholesalers or other distributors whose price per card will be determined based on the number of cards purchased and whether or not such purchases will be isolated or made on a recurring basis.

**I. Rates**

One (1) Unit = One (1) Minute  
Plan A \$0.175 per unit

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.5 Obsolete Service Offerings Formerly Offered by Telecom One, Inc.****7.5.1 Dial Access Service**

Dial Access Service is a time-of-day banded outbound long distance calling service. Dial Access Service utilizes the network facilities of a single underlying carrier. Dial Access Service Customers utilize Feature Group D network access.

The initial period for Dial Access Service is eighteen (18) seconds.

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (Day Rate Period)           \$ 0.2310

Rate Per Minute (Non-Day Rate Period)       \$ 0.2310

**7.5.2 Dial Access Plus Service**

Dial Access Plus Service is a flat-rated (not time-of-day banded) outbound long distance calling service. Dial Access Plus Service utilizes the network facilities of alternative networks. Dial Access Plus Service Customers utilize Feature Group D network access.

The initial period for Dial Access Plus Service is six (6) seconds.

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (All Rate Periods)           \$ 0.1900

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.5 Obsolete Service Offerings Formerly Offered by Telecom One, Inc. (cont'd)****7.5.3 Dedicated Access Service**

Dedicated Access Service is a time-of-day banded outbound long distance calling service. Dedicated Access Service utilizes the network facilities of a single underlying carrier. Dedicated Access Service Customers utilize dedicated Access Lines to connect the underlying carrier's POP to Customer's premises.

The initial period for Dedicated Access Service is eighteen (18) seconds.

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (Day Rate Period)                      \$ 0.1380

Rate Per Minute (Non-Day Rate Period)                      \$ 0.1380

**7.5.4 Dedicated Access Plus Service**

Dedicated Access Plus Service is a flat-rated (not time-of-day banded) outbound long distance calling service. Dedicated Access Plus Service utilizes the network facilities of alternative networks. Dedicated Access Plus Service Customers utilize dedicated Access Lines to connect the underlying carrier's POP to Customer's premises.

The initial period for Dedicated Access Plus Service is six (6) seconds.

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (All Rate Periods)                      \$ 0.1240

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.5 Obsolete Service Offerings Formerly Offered by Telecom One, Inc. (cont'd)****7.5.5 Dial Access Plus 800 Service**

Dial Access Plus 800 Service is a flat-rated (not time-of-day banded) inbound long distance calling service. Dial Access Plus 800 Service utilizes the network facilities of alternative networks. Dial Access Plus 800 Service calls are terminated over Customer's local telephone lines.

The initial period for Dial Access Plus 800 Service is six (6) seconds.

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (All Rate Periods)	\$ 0.1900
------------------------------------	-----------

Non-Usage Sensitive Charges:

Per 800 Number Per Month	\$ 15.00
--------------------------	----------

**7.5.6 Dedicated Access Plus 800 Service**

Dedicated Access Plus 800 Service is a flat-rated (not time-of-day banded) inbound long distance calling service. Dedicated Access Plus 800 Service utilizes the network facilities of alternative networks. Dedicated Access Plus 800 Service calls are terminated over dedicated Access Lines from the underlying carrier's POP to Customer's premises.

The initial period for Dedicated Access Plus 800 Service is six (6) seconds.

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (All Rate Periods)	\$ 0.1240
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Non-Usage Sensitive Charges:

Per 800 Number Per Month	\$ 15.00
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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.5 Obsolete Service Offerings Formerly Offered by Telecom One, Inc. (cont'd)****7.5.7 Executive Travel Card Service**

Executive Travel Card Service is a time-of-day banded outbound long distance calling service. This service allows Customers to place calls from locations other than their primary service location through the use of 800 number network access and an Authorization Code.

The initial period for Executive Travel Card Service is eighteen (18) seconds.

Usage Sensitive Charges (Measured in 6 Second Increments):

Rate Per Minute (Day Rate Period)	\$ 0.2000
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Rate Per Minute (Non-Day Rate Period)	\$ 0.1600
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Non-Usage Sensitive Charges:

Charge Per Call	\$ 0.3500
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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.6 Obsolete Service Offerings Formerly Offered by Cincinnati Bell Long Distance, Inc.****7.6.1 Business Outbound Standard Service**

Switched 1+ Long Distance Service allows Business Customers to make direct dialed long distance calls. Customers access the service via local exchange company-provided Feature Group D switched access circuits. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of thirty (30) seconds.

	PEAK	OFF-PEAK
Rate per minute:	\$0.1500	\$0.1500

**7.6.2 Business In-Bound "Toll-Free" Service**

Switched In-Bound 800 Service is a "toll-free calling" service offered to business customers. The CBLD Customer is billed for each 800/888 call, rather than the call originator. Calls terminate to the Customer over local exchange Company provided switched access circuits. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of thirty (30) seconds.

	PEAK	OFF-PEAK
Rate per minute:	\$0.1500	\$0.1500

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.6 Obsolete Service Offerings Formerly Offered by Cincinnati Bell Long Distance, Inc., (cont'd.)****7.6.3 TravelMaster Select Service**

TravelMaster Select Service enables customers to use CBLD's service while away from their home or office. Customers must dial an access code in addition to an authorization number and the destination telephone number. Calls are billed in six (6) second increments with a minimum call duration of thirty (30) seconds.

Rate per minute:	\$0.2500
Rate per call:	\$0.0000

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.6 Obsolete Service Offerings Formerly Offered by Cincinnati Bell Long Distance, Inc., (cont'd.)****7.6.4 Directory Assistance**

Directory Assistance is available to Customers of CBLD. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Per call to Directory Assistance: \$0.65

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.6 Obsolete Service Offerings Formerly Offered by Cincinnati Bell Long Distance, Inc., (cont'd.)****7.6.5 Debit Card/Prepaid Card Service**

The CBLD Debit Card/Prepaid Card allows customers to pay a fixed dollar amount in advance for long distance calling over CBLD's network. Customers use an "800/888" number for access from touch tone phones. Customers can place direct dial calls using the service. Cards are decremented for each minute or fractional minute of use as set forth below. As calls are placed, charges for the call are deducted on a real-time basis until the full amount of the card is exhausted. Customers will be notified in advance of the exhaustion of the card. Payment must be received by the Company or its authorized agent prior to activation of the account.

The following types of calls may not be completed using the Debit Card/Prepaid Card:

- \* calls to 700, 800, and 900 numbers
- \* calls to directory assistance
- \* operator assisted calls
- \* conference calls
- \* calls requiring time and/or charges

Rate per minute:	\$0.33
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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.6 Obsolete Service Offerings Formerly Offered by Cincinnati Bell Long Distance, Inc., (cont'd.)****7.6.6 Association Program**

The following program is offered to qualified Association Groups for their association members. Association Groups include, but are not limited to, trade associations, professional or social associations, nonprofit groups, or other bona fide associations. Association Groups who will jointly market the company's service are required to qualify as an Agent of the Company. To qualify for this program, Association Groups must have sign a minimum of 10 members to CBLD's long distance service and bill a minimum of \$250 per month within six months of beginning service with CBLD. Service is provided to qualified Association Groups under contract. This program offers outbound direct dialing, inbound "toll-free" 800/888 service, and travel service. Calls are billed in six (6) second increments after a minimum call duration of thirty (30) seconds.

Per Minute Rate:

Product Type	PEAK	OFF-PEAK
Outbound	\$0.1200	\$0.1200
Inbound 800/888	\$0.1300	\$0.1300
TravelMaster	\$0.2500	\$0.2500

Directory assistance, per call: \$0.50

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.6 Obsolete Service Offerings Formerly Offered by Cincinnati Bell Long Distance, Inc., (cont'd.)**

**7.6.7 Operator Assisted Services**

The Company provides the Customer operator services where technically available on a per call service charge basis. The Company's operator services are accessible on a twenty-four (24) hour a day, seven (7) days a week basis. In addition to the usage charges, at least one per-call service charge applies.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.6 Obsolete Service Offerings Formerly Offered by Cincinnati Bell Long Distance, Inc., (cont'd.)****7.6.7 Operator Assisted Services, (cont'd.)****Rates:**

When service is provided to casual users through aggregator locations or to presubscribed customers, the following applies:

**Schedule 1: Customer Dialed Calling Card and Operator Dialed Calling Card**

Mileage	Day		Evening		Night/Weekend	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
1-10	0.1100	0.0900	0.0880	0.0720	0.0715	0.0585
11-14	0.1500	0.1300	0.1200	0.1040	0.0975	0.0845
15-18	0.1773	0.1600	0.1440	0.1280	0.1170	0.1040
19-23	0.2023	0.1700	0.1560	0.1360	0.1430	0.1105
24-28	0.2150	0.1700	0.1700	0.1455	0.1650	0.1260
29-33	0.2150	0.1750	0.1720	0.1560	0.1700	0.1390
34-40	0.2430	0.2100	0.1800	0.1630	0.1780	0.1520
41-50	0.2430	0.2120	0.1800	0.1645	0.1780	0.1520
51-60	0.2530	0.2220	0.1880	0.1705	0.1785	0.1560
61-80	0.2630	0.2320	0.1885	0.1780	0.1790	0.1580
81-100	0.2730	0.2375	0.2020	0.1805	0.1795	0.1590
101-125	0.3030	0.2525	0.2070	0.2025	0.1805	0.1660
126-150	0.3130	0.2725	0.2200	0.2180	0.1830	0.1785
151-190	0.3230	0.2825	0.2270	0.2255	0.1880	0.1835
191-300	0.3330	0.2925	0.2350	0.2330	0.1955	0.1910
301-430	0.3830	0.3425	0.2950	0.2630	0.2505	0.2235
431+	0.3830	0.3425	0.2950	0.2630	0.2505	0.2235

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.6 Obsolete Service Offerings Formerly Offered by Cincinnati Bell Long Distance, Inc., (cont'd.)****7.6.7 Operator Assisted Services, (cont'd.)**

When service is provided to casual users through aggregator locations or to presubscribed customers, the following applies:

**Schedule 2: Operator Station and Person to Person**

Mileage	Day		Evening		Night/Weekend	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
1-10	0.1100	0.0900	0.0880	0.0720	0.0715	0.0585
11-14	0.1500	0.1300	0.1200	0.1040	0.0975	0.0845
15-18	0.1773	0.1600	0.1440	0.1280	0.1170	0.1040
19-23	0.2023	0.1700	0.1560	0.1360	0.1430	0.1105
24-28	0.2100	0.1700	0.1600	0.1400	0.1550	0.1250
29-33	0.2100	0.1750	0.1650	0.1475	0.1600	0.1300
34-40	0.2330	0.2010	0.1725	0.1570	0.1700	0.1375
41-50	0.2330	0.2010	0.1725	0.1570	0.1710	0.1425
51-60	0.2430	0.2110	0.1805	0.1630	0.1725	0.1450
61-80	0.2530	0.2210	0.1815	0.1710	0.1750	0.1500
81-100	0.2630	0.2310	0.1950	0.1725	0.1765	0.1525
101-125	0.2930	0.2410	0.1990	0.1950	0.1785	0.1650
126-150	0.3030	0.2610	0.2135	0.2125	0.1825	0.1775
151-190	0.3130	0.2710	0.2200	0.2190	0.1875	0.1825
191-300	0.3230	0.2810	0.2290	0.2275	0.1950	0.1850
301-430	0.3730	0.3310	0.2890	0.2575	0.2500	0.2200
431+	0.3730	0.3310	0.2890	0.2575	0.2500	0.2200

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.6 Obsolete Service Offerings Formerly Offered by Cincinnati Bell Long Distance, Inc., (cont'd.)****7.6.7 Operator Assisted Services, (cont'd.)****Per Call Operator Service Charges**

Customer Dialed Calling Card	\$0.80
Operator Dialed Calling Card	\$2.10
Operator Station	
Collect	\$2.10
Billed to Third Party	\$2.17
Sent Paid Non-Coin	\$2.10
Person-to-Person	\$3.90

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

(N)

**7.6 Obsolete Service Offerings Formerly Offered by Cincinnati Bell Long Distance, Inc., (cont'd.)****7.6.8 Network Plus**

Network Plus Service is a switched service which allows Customers to make direct dialed long distance calls and receive toll free inbound service for the same per minute rate. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

Calls are not time-of-day or mileage sensitive. Customers are billed based on actual monthly usage billing. All domestic interstate and intrastate usage contributes to and receives the volume discount.

In addition to the volume discount, Customers may receive an additional discount by signing a term commitment of 24 months or 36 months.

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.6 Obsolete Service Offerings Formerly Offered by Cincinnati Bell Long Distance, Inc., (cont'd.)****7.6.8 Network Plus, (cont'd.)****Rates****Per Minute Rates:** \$0.3000**Volume Discount:**

<b>Monthly Billing</b>	<b>Percentage Discount</b>
\$0.00 - \$49.99	0%
\$50.00 - \$99.99	5%
\$100.00 - \$499.99	15%
\$500.00 - \$999.99	20%
\$1000.00 - \$2499.99	25%
\$2500.00 +	30%

**Term Discount:**

24 month term commitment 5%  
36 month term commitment 7%

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.6 Obsolete Service Offerings Formerly Offered by Cincinnati Bell Long Distance, Inc., (cont'd.)****7.6.9 Core Business Service**

Core Business Service is a switched bundled service including inbound and outbound calling, a travel card option and access to directory assistance. This service is targeted at business Customers with at least \$25.00 in monthly billing for all Customer locations. Customers choosing this service will be billed the difference between actual usage and the \$25.00 minimum should billing in any given month fall below the stated minimum.

Calls are not time-of-day nor mileage sensitive. Calls are billed in six (6) second increments with an initial increment for billing purposes of six (6) seconds. Travel Card calls are billed in six (6) second increments with an initial period, for billing purposes, of thirty (30) seconds.

Customers receive a discount based upon actual billing per month on combined usage of all interstate, intrastate and international calling including calls to directory assistance and made through the use of a Company travel card. Customers who commit to a 12 or 24 month agreement receive an additional discount.

Rates

Outbound service	\$0.20 per minute
Inbound service	\$0.20 per minute
Travel Card service	\$0.23 per minute
Directory Assistance	\$0.80 per call

Volume and Term Discount Schedule

<u>Billing Volume</u>	<u>Month-to-Month</u>	<u>12 month</u>	<u>24 month</u>
\$25.00-\$249.99	0.0%	10.0%	15.0%
\$250.00-749.99	5.0%	15.0%	20.0%
\$750.00+	7.5%	17.5%	22.5%

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.6 Obsolete Service Offerings Formerly Offered by Cincinnati Bell Long Distance, Inc., (cont'd.)****7.6.10 Enterprise Service**

Enterprise Service is a dedicated bundled service with switched access overflow. Service includes inbound and outbound calling, a travel card option and access to directory assistance. This service is targeted at business with at least \$3,000.00 in monthly billing. Customers choosing this service select a rate plan based on anticipated minimum monthly billing for all Customer locations. Customers choosing this service will be billed the difference between actual usage and the minimum should billing in any given month fall below the stated minimum.

Calls are not time-of-day nor mileage sensitive. Calls are billed in six (6) second increments with an initial increment for billing purposes of six (6) seconds. Travel Card calls are billed in six (6) second increments with an initial period, for billing purposes, of thirty (30) seconds.

Customers must commit to a twelve (12) or twenty-four (24) month term. Customers receive a discount based upon actual billing per month on combined usage of all interstate, intrastate and international calling including calls to directory assistance and made through the use of a Company travel card.

<u>Rates</u>	<u>Dedicated</u>	<u>Switched overflow</u>
Outbound service	\$0.14 per minute	\$0.20 per minute
Inbound service	\$0.14 per minute	\$0.20 per minute
Travel Card service	\$0.23 per minute	\$0.23 per minute
Directory Assistance	\$0.80 per call	\$0.80 per call

**Volume and Term Discount Schedule**

<u>Billing Commitment</u>	<u>12 month</u>	<u>24 month</u>
\$3,000.00	5.0%	10.0%
\$6,000.00	10.0%	15.0%
\$9,000.00	12.5%	17.5%

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.7 Business Customer Term and Volume Discounts**

The following term and volume discounts are only available to existing Customers at existing locations prior to September 27, 2004.

Customers of certain Carrier services contained in tariff are eligible for volume and term discounts as shown below. Term and volume discounts are applied before all other applicable discounts are calculated. Term and volume discounts contained in this section do not apply to Residential, Obsolete or Grandfathered Services, Guest Rates Services, Operator Assisted Services, Roadside Advantage programs, or to Business Rate Plan.

**7.7.1. Volume Discounts**

Volume Discounts are applied based on the Customer's total billing in any one billing cycle. The Monthly Service Volume is the Customer's monthly usage of eligible Carrier services, before any discounts are applied, not including feature charges, nonrecurring charges, charges for dedicated access connections, taxes or fees.

<u>Monthly Service Volume</u>	<u>Base Discounts</u>
\$0 - \$500.99	0%
\$501 - \$2,000.99	3%
\$2,001 - \$10,000.99	5%
\$10,001 - \$20,000.99	8%
\$20,001 +	10%

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*Term and volume discounts listed on this page are only available to existing Customers at existing locations prior to September 27, 2004.*

*Material now found on this page was previously located on Page 46.*

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.7 Business Customer Term and Volume Discounts (cont'd)****7.7.2 Additional Term Discounts**

The following term and volume discounts are only available to existing Customers at existing locations prior to September 27, 2004.

Term Discounts apply in addition to Volume Discounts when the Customer elects to enter into a term agreement for eligible Carrier services. Term Discounts are calculated after applicable Volume Discounts are applied and before service-specific discounts are calculated. A penalty is computed and applied as a lump sum to the Customer's bill when the Customer cancels service prior to expiration of the term commitment. The penalty is computed by multiplying the difference between the rate the Customer would have paid for term served and the rate the Customer actually paid, by the number of months the higher discount was received.

<u>Term</u>	<u>Percent Discount</u>
12 Month Term	5%
24 Month Term	10%
36 Month Term	15%

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*Term and volume discounts listed on this page are only available to existing Customers at existing locations prior to September 27, 2004.*

*Material now found on this page was previously located on Page 47.*

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.8 Integrated Access Service Discounts**

The following term and volume discounts are only available to existing Customers at existing locations prior to September 27, 2004.

Integrated Access Service (IAS) offers a discount for Customers who purchase two or more services from the Company under a term agreement of one, two, or three years. The discount offered is based on the number of services purchase and the contract commitment term. Eligible Customers must commit to a minimum aggregated monthly usage of at least \$2,500. If during any month of the term, the Customer's usage of Carrier's services is less than the minimum commitment, the Customer will pay to Carrier the difference between the minimum commitment and the Customer's actual usage of Carrier services. Services eligible for the discount are all Company provided switched and dedicated voice services, dedicated Internet service, Frame Relay Service and Private Line Services billed to one account, including all remote locations (CPE). Dedicated access line charges, customer-premises equipment (CPE), installation and ancillary charges (such as Directory Assistance charges and Operator Services) are not eligible for the discount and do not contribute to the minimum usage commitment. Eligible intrastate, interstate and international usage contribute to the minimum commitment and are discounted as listed below.

**7.8.1 Discounts**

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	Term Commitment		
	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Two Services	10%	15%	20%
Three Services	15%	20%	25%
Four Services	15%	20%	25%

*Term and volume discounts listed on this page are only available to existing Customers at existing locations prior to September 27, 2004.*

*Material now found on this page was previously located on Page 56 and 58.*

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**SECTION 7 - OBSOLETE SERVICE OFFERINGS (cont'd)**

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**7.9 Private Line Term and Volume Discounts**

The following term and volume discounts are only available to existing Customers at existing locations prior to September 27, 2004.

Recurring charges for services purchased under a Term Plan will be fixed for the life of the term. The rate level applicable throughout the Term Plan is based on the volume commitment specified by the Customer at the time service is ordered. Customer may terminate any circuit upon 90 days' notice; provided that if termination occurs; (i) prior to the Activation Date, Customer shall reimburse Company for all costs of the implementation of such Circuit; or (ii) on or after such date, Customer shall pay: (a) all charges for services previously rendered and (b) the amount due through the end of the applicable circuit lease term.

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