

Carrier Access Services Tariff

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TELIGENT SERVICES, INC.

CARRIER ACCESS SERVICES TARIFF

This tariff is for a competitive telecommunications company, as defined by Case No. TO-88-142, within the State of Missouri.

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Vice President - Law and Regulatory  
Teligent Services, Inc.  
8065 Leesburg Pike, Suite 400  
Vienna, Virginia 22182

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COMMISSION APPROVED WAIVERS

Application of the following statutes and regulatory rules have been waived by the Commission, pursuant to Order approving non-switched local exchange service in Case No. TA-98-259 and Order approving basic local exchange service in Case No. TA-98-258.

## RULES

4 CSR 240-10.020	-	Depreciation fund income
4 CSR 240-30.010(2)(C)	-	Posting of rate schedules at central offices
4 CSR 240-30.040	-	Uniform system of accounts
4 CSR 240-32.030(4)(C)	-	Filing of exchange boundary maps
4 CSR 240-33.030	-	Inform of lowest price
4 CSR 240-35	-	Reporting of bypass

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## STATUTES

Section 392.210.2	-	System of Accounts
Section 392.270	-	Property valuation
Section 392.280	-	Depreciation rates
Section 392.290	-	Issuance of securities
Section 392.300.2	-	Stock ownership
Section 392.310	-	Issuance of stocks and bonds
Section 392.320	-	Stock dividends
Section 392.330	-	Issuance of securities; debts and notes
Section 392.340	-	Reorganization(s)
Section 392.240(1)	-	Setting just and reasonable rates

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TARIFF FORMAT SHEET

1. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
2. Page Revisions Numbers. Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Utility Commission of Missouri. For example, the Fourth Revised Page 34 cancels the Third Revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Commission is not always the tariff page in effect. Carriers should consult with check sheet for the page currently in effect.
3. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

1.  
1.1  
1.1.1  
1.1.1.A.  
1.1.1.A.1.  
1.1.1.A.1.(a)  
1.1.1.A.1.(a)(I)  
1.1.1.A.1.(a)(I)(i)  
1.1.1.A.1.(a)(I)(i)(1)

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- (C) To signify a changed listing, rule, or condition which may affect rates or charges.  
 (D) To signify discontinued material, including listing, rate, rule, or condition.  
 (I) To signify a rate increase.  
 (L) To signify material relocated from or to another part of the tariff with no change in text, rate, rule, or condition.  
 (N) To signify new material including listing, rate, rule, or condition.  
 (R) To signify a rate reduction.  
 (T) To signify a change in wording of text, but no change in rate, rule, or condition.

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APPLICABILITY OF TARIFF

This tariff applies to intrastate carrier access within the State of Missouri.

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## SECTION 1 - DEFINITIONS

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Access Arrangement - Any equipment or access facility necessary to connect the Carrier's Voice and Video equipment to a Teligent Point-of-Presence for transmission purposes.

Account - Either a Carrier's physical location or individual service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

Accounting Code - A multi-digit code that enables a Carrier to allocate charges to its internal accounts.

Access Service Request (ASR) - The Teligent order process that includes technical, billing and other descriptive information provided by the Carrier that allows Teligent to provide requested communications Services for the Carrier. Upon acceptance by Teligent, the ASR becomes a binding contract between the Carrier and Teligent for the provision and acceptance of Services.

Automatic Number Identification (ANI) - The calling telephone number identification that is forwarded to Teligent's network by the Local Exchange Company (LEC) as a call is placed. ANI is provided by the LEC only when Feature Group D interconnections are used to gain access to Teligent's telecommunications service.

Bandwidth - The information-carrying capability of a channel. Analog transmission usually is expressed in kHz or MHz and digital transmission in Kbps and Mbps.

Billing Hierarchy - Allows Carriers to combine multiple accounts and Services into a single billing structure. Carriers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition the Carrier may specify where the invoices are to be sent and who is to receive them. The Carrier can select the data format for their invoice and call detail, microfiche or magnetic tape.

Bit - An abbreviation of binary digit that is the smallest unit of information in a binary notation system.

Business Office - The phrase "business office" means the primary location where the business operations of Teligent are performed and where a copy of Teligent's tariff is made available for public inspection. The address of the business office is 8065 Leesburg Pike, Suite 400, Vienna, VA 22182.

Called Station - The terminating point of a call (i.e., the called number).

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

Calling Station - The originating point of a call (i.e., the calling number).

Carrier - The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this tariff.

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Carrier Identification Code (CIC) - The term "Carrier Identification Code" (CIC) denotes a unique three or four digit access identification code that is assigned by Bellcore for use with Feature Group B or D Switched Access Service. The CIC identifies the caller's long distance carrier.

Carrier-Provided Equipment - Telecommunications equipment provided by a Carrier used to originate calls using Teligent's service located at the originating location.

Central Office - A Local Exchange Carrier's office where a Carrier's lines are terminated for the purpose of offering local telephone service and to connect with interexchange Carriers.

Channel or Circuit - A path for electrical or radio frequency transmission between two or more points having a bandwidth and termination of the Carrier's own choosing.

Commission - Missouri Public Service Commission

Company - The term "Company" means Teligent Services, Inc.

Dedicated Access Line (DAL) - A dedicated communications channel and termination of Teligent's access port provided by Teligent and has the capacity of a voice grade circuit.

Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment.

Dialed Number Identification Service (DNIS) designates the digits to be outpulsed for each toll free number terminating to a dedicated access facility. DNIS allows a Carrier to receive calls to multiple toll free numbers on the same dedicated access facility.

Digital Transmission - Information transmitted in the form of digitally encoded signals.

Direct Dialed Call - A call requiring no operator assistance.

Entrance Facility - The physical circuit arrangement that connects an Entrance Site to a Teligent Point-of-Presence.

Entrance Site - A location of Teligent's transmission facilities from which Services can be provided for a Carrier to any other Entrance Site or Point-of-Presence.

Exchange Area - A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

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Exemption Certification - A written notification provided by the Carrier certifying that Carrier's dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Teligent's service with the local exchange network or (b) the facility is associated with a Switched Access service that is subject to Carrier Common Line Charges.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to Teligent Services.

FCC - Federal Communications Commission.

Hierarchy - See Billing Hierarchy.

Incomplete Call - Any call where voice transmission between the calling and the called station is not established (i.e., busy, no answer, etc.).

Integrated Services Digital Network (ISDN) - A dedicated or switched (where available) originating and terminating service providing end-to-end digital connection for the simultaneous transmission of voice, data, video, imaging, fax and other communications services over multiple channels which have been combined to provide a single transmission path.

Interexchange Carrier (IXC) - A Common Carrier that provides long distance domestic and international communication services to the public.

Invoice Point - A level in the billing hierarchy at which accounts are grouped together (aggregated) for the purpose of billing the Carrier.

Kilo Bits Per Second (Kbps) - The number of one-thousand bits transmitted in a one second interval.

Local Access Transport Area ("LATA") - The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in United States v. Western Electric Co., Inc., 552 F.Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication services.

Local Access Facility - The channel provided by the local telephone company (or other local service provider) to connect the Point-of-Presence to a Carrier location.

Local Exchange Company (LEC) - A company that furnishes local exchange telephone services.

Location - A physical premises to or from which Teligent provides service. In instances where a Carrier obtains service from Teligent at multiple locations, each of these locations will be designated as either "associated" or "non-associated." An "associated" location is a location that a Carrier owns or leases, or that is occupied by a business enterprise in which the Carrier has an equity interest of twenty (20) percent or more or which is occupied by a franchisee of the Carrier. All locations other than "associated" locations will be considered "non-associated."

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Mega Bits Per Second (Mbps) - The number of one-million bits transmitted in a one second interval.

Nonbusiness Hours - The phrase "nonbusiness hours" means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

North American Dial Plan (NADP) - The method of identifying calls in the public network of North America, called World Numbering Zone 1. The calls are identified by their NPA (area code) - NXX (exchange) - XXXX (station number) format.

NPA - An area code, otherwise called numbering plan area.

NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Off-Network Access Line (Off-Net) - A facility leased by Teligent and used in common by Carriers to enter or exit the Teligent system. Off-Net is also known as switched service.

On-Network Access Line (On-Net) - A facility that connects a Carrier location directly to the Teligent network for entrance or exit. On-Net is also known as dedicated service.

Other Common Carrier (OCC) - The term "other common carrier" denotes a specialized or other type of common Carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

Permanent Virtual Circuit ("PVC") - A virtual point-to-point (non-switched) logical link between two specific end-points over which packetized (frames) data can be transmitted according to defined service characteristics.

Point of Presence - Teligent's physical presence where Teligent maintains intercity communications channels and local distribution facilities for the purpose of providing its Services.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.)

Primary Interexchange Carrier (PIC) - The interexchange Carrier to which a switched access line is presubscribed.

Regular Billing - A standard bill sent in the normal monthly Teligent billing cycle. This billing consists of one bill for each account assigned to the Carrier with explanatory detail showing the derivation of the charges.

Residential Service - The phrase "residential service" means telecommunication services used primarily as nonbusiness service.

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Resp Org (Responsible Organization) - The entity responsible for managing and administering Carriers' toll free records in the 800 Service Management System (SMS/800). The SMS/800 recognizes one Resp Org for each toll free number.

RF - Radio Frequency.

Services - Teligent's regulated common Carrier communications services provided under this tariff.

Switch - The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control.

T-1 - A 1.544 Mbps digital transmission system equivalent to 24 voice frequency circuits/channels.

Timely Payment - A payment on a Carrier's account made on or before the due date.

Underlying Carrier - A provider of interstate telecommunications services from whom Teligent acquires services that it resells to Carriers.

800 Service Management System (SMS/800) - The centralized operations support system used to create and update toll free records that are then downloaded to Service Control Points ("SCPs") for processing toll free service calls. The system is used by Resp Org to manage and administer toll free records.

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SECTION 2 RULES AND REGULATIONS

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2.1 Undertaking of Teligent**MISSOURI  
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- 2.1.1 Teligent undertakes to provide carrier access services within the State of Missouri on the terms and conditions and at the rates and charges specified herein.
- 2.1.2 Teligent installs, operates and maintains the communication services provided hereunder in accordance with the terms and conditions set forth under this tariff. It may act as the Carrier's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Carrier to allow connection of a Carrier's location to the Teligent network. The Carrier shall be responsible for all charges due for such service arrangements. Teligent's locations and billing percentages are contained in NECA Tariff FCC No. 4.
- 2.1.3. Teligent's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use of Service

- 2.2.1 Services provided under this tariff may be used only for the transmission of communications in a manner consistent with the terms of this tariff and regulations of the Commission.
- 2.2.2 Services provided under this tariff shall not be used for actual or threatened unlawful purposes. In addition, service will not be furnished if any law enforcement agency or the Commission, acting within its jurisdiction, advises that such services are being used in violation of the law.

2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff. The obligation of Teligent to provide service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Carrier's order for service. Teligent will make all reasonable efforts to secure the necessary facilities.
- 2.3.2 Teligent reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by Teligent, when necessary because of lack of facilities, relevant resources, or due to causes beyond Teligent's control. In addition, Teligent reserves the right to discontinue service when the Carrier is using the service in violation of law or the provisions of this tariff.
- 2.3.3 Teligent does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.

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- 2.3.4 Teligent reserves the right to refuse service to Carriers due to insufficient or invalid charging information.
- 2.3.5 Teligent may block calls that are made to certain cities, or central office exchanges, or use certain authorization codes as Teligent, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of service.
- 2.3.6 Teligent will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Carrier. Teligent may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Carrier. Teligent shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, Teligent will give the Carriers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience. When Teligent is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Carrier's service.

2.4 Liabilities of Teligent

- 2.4.1 Teligent's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does Teligent's liability exceed an amount equivalent to the proportionate charge to the Carrier for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days.
- 2.4.2 When the facilities of other service providers are used in establishing connections to points not reached by Teligent's facilities, Teligent is not liable for any act or omission of the other providers. The Carrier will indemnify and save harmless Teligent from any third-party claims for such damages referred to in Section 2.4.1.
- 2.4.3 In no event will Teligent be responsible for consequential damages or lost profits suffered by a Carrier as a result of interrupted or unsatisfactory service. Teligent will not be liable for claims or damages resulting from or caused by: (i) Carrier's fault, negligence or failure to perform Carrier's responsibilities; (ii) claims against Carrier by any other party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.

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- 2.4.4 Teligent does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Carrier shall indemnify and hold Teligent harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Carrier or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Carrier or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 2.4.5 Teligent is not liable for any defacement of, or damage to, the premises of a Carrier resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by Teligent on such Carrier's premises or by the installation or removal thereof, when such defacement or damage is not the result of Teligent negligence. No agents or employees of other participating carriers or service providers shall be deemed to be agents or employees of Teligent without written authorization. The Carrier will indemnify and save harmless Teligent from any claims of the owner of the Carrier's premises or other third party claims for such damages.
- 2.4.6 Teligent and Carrier shall be excused from performance under this tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, labor dispute, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party. With respect to the services, materials and equipment provided hereunder, Teligent hereby expressly disclaims all warranties, expressed or implied, not stated in this tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 2.4.7 In no event will Teligent be liable for protection of Carrier's transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Carrier's data files, programs, procedure or information through accident, fraudulent means or devices or any other method.
- 2.4.8 Teligent will not be responsible if any changes in its service cause hardware or software not provided by Teligent to become obsolete, require modification or alteration, or otherwise affect the performance of such hardware or software.

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- 2.4.9 Teligent will administer its network to provide acceptable service levels to all telecommunications users of Teligent's services. Generally, service levels are considered acceptable only when both End Users and Carriers are able to establish connections with little or no delay encountered within Teligent's network. Teligent maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Carrier's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Teligent or Carrier facilities, natural disasters, mass calling or national security demands.

2.5 Responsibilities of the Carrier

- 2.5.1 The Carrier is responsible for taking all necessary legal steps for interconnecting its equipment or communications systems with Teligent's facilities or services. The Carrier shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection. The Carrier may not, nor may the Carrier permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Teligent, except upon the written consent of Teligent. The equipment Teligent provides or installs at the Carrier premises for use in connection with the service Teligent offers shall not be used for any purpose other than for which it was provided.
- 2.5.2 The Carrier shall ensure that its equipment and/or system is properly interfaced with Teligent's facilities or services; that the signals emitted into Teligent's network are of the proper mode, bandwidth, power, signal level or other technical parameters for the intended use of the Carrier and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel or degrade service to other Carriers. If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Teligent will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.3 If the Carrier fails to maintain the equipment and/or system properly, with resulting imminent harm to Teligent's personnel or the quality of service to other Carriers, Teligent may, upon written notice, require the use of protective equipment at the Carrier's expense. If this fails to produce satisfactory quality and safety, Teligent may, upon written notice, terminate the Carrier's service.
- 2.5.4 Teligent shall be indemnified and held harmless by the Carrier against claims of liable, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Teligent's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Teligent's apparatus and systems of the Carrier; against all other claims arising out of any act or omission of the member in connection with Teligent's service. The Carrier shall be liable for:
- 2.5.4.A Loss due to theft, fire, flood, or other destruction of Teligent's equipment or facilities on Carrier's premises

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Vienna, Virginia 22182

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- 2.5.4.B Reimbursing Teligent for damages to facilities or equipment caused by the negligence or willful acts of the Carrier's officers, employees, agents or contractors.
- 2.5.4.C Charges incurred with interconnect or local operating companies for service or service calls made to the Carrier's premises or on the Carrier's leased or owned telephonic equipment unless Teligent specifically authorizes said visit or repairs in advance of the occurrence and Teligent agrees in advance to accept the liability for said repairs or visit.
- 2.5.4.D Payment for all Teligent service charges incurred through usage or direct action on the part of the Carrier.
- 2.5.5 The Carrier shall not use the Teligent name, logo or trademark in any promotional materials, contracts, tariffs, service bills, etc., without expressed written authorization from Teligent. The Carrier shall not use the Teligent name, logo or trademark in any pre-sale activities. The Carrier is prohibited from using Teligent's name or trademark on any of the Carrier's products or services.
- 2.5.6 The software used to provide Teligent's services is proprietary and Carrier shall protect such software.
- 2.5.7 Carrier may not assign or transfer any of its rights or services ordered without the prior written consent of Teligent. Teligent may assign any service orders to its parent company or any affiliate. Teligent will notify Carriers of any such assignment.
- 2.6 Access Service Request
  - 2.6.1 Applicants wishing to obtain service may apply for service orally with Teligent or pursuant to a completed and signed ASR.
  - 2.6.2 An ASR may be changed by Carrier upon written notice to Teligent, subject to acceptance and confirmation by Teligent, provided that a charge will apply to any change when the request is received by Teligent after notification by Teligent of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lessor of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by Teligent in accommodating each change, less net salvage. The costs incurred by Teligent will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

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2.6.3 Cancellation of ASR A Carrier may cancel an ASR for the installation of service on any date prior to notification by Teligent that service is available for the Carrier's Use or prior to the service date, whichever is later. The cancellation date is the date Teligent receives written or verbal notice from the Carrier that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Carrier or End User is unable to accept Access Service within 30 calendar days of the original service date, the ASR will be canceled and applicable charges will apply.

2.6.3.A Prior to Firm Order Confirmation Date - If an ASR is canceled prior to the Firm Order Confirmation Date, no charges will apply.

2.6.3.B On or after Firm Order Confirmation Date - If an ASR is canceled on or after the Firm Order Confirmation Date, the Carrier will be billed a flat cancellation fee of \$50.00.

2.7 Establishing Credit, Deposits and Advance Payments

2.7.1 Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of Teligent may be required to make an advance payment and/or make a deposit to be held as a guarantee of payment of charges at the time of application.

2.7.2 Service may be discontinued for failure to furnish a suitable deposit, when conditions appear to require Teligent to have such credit protection. If a deposit is requested, the Carrier may be required to pay the deposit within 10 days after issuance of written notice of termination and requested deposit, or, in lieu of the deposit.

2.7.3 When making applications for service, the applicant may be required to pay at the time the application is accepted, the service connection charge, if applicable, and the first month's charges for service. This provision will not be applied if a deposit is collected. In all cases, the regular monthly charges for service are payable as specified in this tariff. The provisions of this paragraph affect the initial payment only and not the subsequent billing and collecting practices as elsewhere provided in this tariff.

2.7.4 The amount of the advance payment (not including the service connection charge) is credited to the customer's account and applied against any indebtedness under the contract.

2.7.5 The fact that a deposit has been made or a Guaranty provided, shall in no way relieve the Carrier from complying with Teligent's regulations as to the prompt payment of bills, nor constitute a waiver or modification of the regular practices of Teligent providing for the temporary suspension of service or the termination of the service contract for nonpayment of bills.

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2.7.6 Teligent will keep records of deposits as follows:

- (1) the name and address of each depositor;
- (2) the amount and date of deposit; and
- (3) each transaction concerning the deposit.

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2.7.7 Teligent will issue a receipt of deposit to each depositor and will provide an appropriate means to establish claim if the receipt is lost. Teligent will make a reasonable effort to return unclaimed deposits and will retain a record of such deposits for a minimum of four years.

2.7.8 If an applicant or carrier, seeking to establish or reestablish credit under the provisions of these regulations, is dissatisfied with Teligent's decision regarding establishment of service or disputes a bill, Teligent shall direct its personnel to inform the applicant or customer, of the right to have a supervisor review the decision by contacting Teligent at the address shown below. A complaint may be submitted either verbally or in writing to the following:

Customer Complaints  
Teligent Services, Inc.  
8065 Leesburg Pike, Suite 400  
Vienna, VA 22182  
1-800-689-9367

2.7.9 If an applicant or carrier, seeking to establish or reestablish credit under the provision of this tariff, is dissatisfied with Teligent's decision regarding establishment of service, the applicant or carrier has the option to pursue the matter with the Public Utility Commission of Missouri. A complaint may be submitted either verbally or in writing to the following:

Missouri Public Service Commission  
200 Madison Street  
Jefferson City, MO 65101  
(573) 751-1847

2.8 Payment of Charges

2.8.1 The Carrier is responsible for the payment of all charges for facilities and services furnished by Teligent to the Carrier and to all users of the services, regardless of whether those services are used by the Carrier itself or are resold to or shared with other persons.

2.8.2 Non-recurring charges are due and payable as specified on the bill. The rates for non-recurring charges will be those in effect as of the date of the invoice.

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- 2.8.3 For billing of monthly charges, service is considered to be established upon the day in which Teligent notifies the Carrier of installation and testing of the Carrier's service. A Carrier's first invoice may contain monthly recurring charges from previous periods for service provided from the date of installation through the current invoice period. Teligent shall present invoices for recurring charges monthly to the Carrier, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill. The rates for recurring charges will be those in effect as of the date of the invoice.
- 2.8.4 When billing is based on customer usage, charges will be billed monthly for the usage in preceding billing periods. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days. Carrier will be billed for all usage accrued beginning immediately upon access to the service. The rates charged to a Carrier for usage charges will be the rates in effect on the first day of the Carrier's billing cycle.
- 2.8.5 Bills are due and payable as specified on the bill, the due date will not be less than twenty-one (21) days after the date of the postmark on the bill. The Carrier's first bill may be issued up to ninety (90) days after the date of installation and may include charges from previous billing cycles.
- 2.8.6 Bills may be paid by mail or in person at the business office of Teligent or an agency authorized to receive such payment. All charges for service are payable only in United States funds. Payment may be made by cash, check, money order, cashier's check, or electronic funds transfer. Carrier payments are considered prompt when received by Teligent or its agent by the due date on the bill. If the Carrier remits to Teligent on more than one occasion during a twelve (12) month period a check, draft, or other instrument that is dishonored, Teligent may refuse acceptance of future checks and place the Carrier on a "cash basis," pursuant to which Teligent has the right to refuse acceptance of anything as payment other than United States currency, United States Postal Service money orders, or cashier's check.
- 2.8.7 If any portion of the payment is not received by Teligent, or if any portion of the payment is received by Teligent in funds that are not immediately available, by the due date, then a late payment penalty shall be due to Teligent. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the one and one half percent (1.5%) late charge. Unpaid amounts are subject to a late fee every subsequent due date to the extent the amount remains unpaid.
- 2.8.8 Teligent may assess up to a fifteen dollars (\$15.00) charge plus any service charges incurred from the bank for each returned check.

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- 2.8.9 Any disputed charge may be brought to Teligent's attention by verbal or written notification. In the case of a billing dispute between the carrier and Teligent that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The carrier may request an in depth investigation into the disputed amount and a review by a Teligent manager. During the period that the disputed amount is under investigation, but in no event to exceed 60 days, Teligent shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The carrier shall be required to pay the undisputed part of the bill, and if not paid, Teligent may discontinue service. In the event the dispute is not resolved, Teligent shall inform the customer that the customer has the option to pursue the matter with the Commission. If there is still a disagreement after investigation and review by Teligent supervisory personnel, the carrier has the option to pursue the matter with the Commission. A complaint may be submitted either verbally or in writing to the following:

Missouri Public Service Commission  
200 Madison Street  
Jefferson City, MO 65101  
(573) 751-1847

or

Office of Public Counsel  
200 Madison Street  
Jefferson City, MO 65101  
(573) 751-4857

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- 2.8.10 All requests for credits shall be made through Teligent's business office. Teligent will make no refund of overpayments unless the claim for such, together with proper evidence is submitted within one (1) year from the date of alleged overpayment. In calculating refunds, usage discounts will be adjusted based on total usage after all credits or adjustments have been applied. In the event of a billing error resulting in an overbilling or overcharge to its Carriers, Teligent may refund the amount overbilled or overcharged, by means of a pro-rata credit to the account of all existing Carriers on a date certain, or by check if the account is final, or if so request by the Carrier.
- 2.8.11 Teligent will charge a processing fee to a Carrier who requests a copy of a bill that has already been issued to such Carrier, unless the Carrier informs Teligent within thirty (30) days of the issuance of the bill that the original bill was not received. If a Carrier or the Carrier's representative thereafter requests additional copies of bills the following fees will be charged:

Bills dated within 90 days prior to  
receipt of the request

\$5 per bill, plus \$0.25 for each line  
item reflected on bill over five line  
items

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Bills dated more than 90 days but  
less than twelve months previously\$10 per bill, plus \$0.25 for each line  
item reflected on bill over five line  
itemsBills dated more than 12 months  
but less than 48 months previously\$50 per bill, plus \$0.25 for each line  
item reflected on bill over five line  
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Teligent shall charge a processing fee to any party that subpoenas or otherwise lawfully seeks to compel the provision of a copy or copies of a bill(s) in connection with any lawful investigation or lawsuit. The processing fee for any requested bill(s) is \$5.00 per bill if the invoice date is less than ninety (90) days prior to the date of the request, \$10.00 per bill if the invoice date is more than ninety (90) days and less than twelve (12) months prior to the date of the request and \$50.00 per bill if the invoice date is more than twelve (12) months prior to the date of the request.

Teligent will not provide a copy of a bill that is over four (4) years old.

2.9 Interruption of Service

2.9.1 A credit allowance will be issued to the Carrier for the interruption of service that is not due to Teligent's testing or adjusting; an act, omission, or negligence of the Carrier; or the failure of channels or equipment provided by the Carrier. Interruption of service are subject to the general liability provisions set forth herein. It shall be the obligation of the Carrier to notify Teligent immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Carrier or end user shall ascertain that the trouble is not being caused by any action, omission, or negligence by the Carrier within his or her control; or wiring or equipment, if any, furnished by the Carrier and connected to Teligent's facilities.

2.9.2 The Carrier shall be credited for an interruption of 12 hours or more. The amount of the credit will be the greater of 1/30th of the monthly charge for the facilities affected or 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues. For purposes of credit computation, every month shall be considered to have 720 hours.

Credit Formula:

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

"A" - outage time in hours

"B" - total monthly charge for affected facilities

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- 2.9.3 The credit will appear on the subsequent bill for service. A check in the amount of the credit will be issued if the interruption occurs during the Carrier's final billing cycle and the Carrier's final bill shows no amount owed.

2.10 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.11 Disconnection of Service by Carrier

- 2.11.1 By giving advance written notice, Carrier may disconnect service at any time following its minimum service requirement(s).
- 2.11.2 Teligent will have up to 30 days to complete disconnect. Carrier will be responsible for all charges for 30 days or until disconnect is effected, whichever is sooner. This 30 day period will begin upon receipt of the written notification from the Carrier. However, in the event that Carrier continues to utilize Teligent's services beyond the date upon which the services are to be disconnected, the Carrier will be liable for the usage charges incurred.
- 2.11.3 For non-usage sensitive charges Carriers will be liable for the entire monthly recurring charge during the month Carrier's service terminates.
- 2.11.4 If the Carrier disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.

2.12 Cancellation for Cause

- 2.12.1 Teligent, by giving ten (10) days prior written notice to the carrier or applicant, may immediately cancel the application for or discontinue service without incurring any liability for any of the following reasons:
- 2.12.1.A Non-payment of any sum due to Teligent for service for more than 30 days beyond the date of rendition of the bill for such service. In the event Teligent terminates service for nonpayment, the carrier may be liable for all reasonable costs of collection including reasonable court costs, expenses and fees; or
- 2.12.1.B Non-payment of any sum due to Teligent for service for more than 30 days beyond rendition of the bill on any Teligent account regardless of whether the application or service being canceled is related or unrelated to the account or service for which the sum is past due; or

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2.12.C A violation of or failure to comply with, any regulation of this tariff if the noncompliance is not corrected within that ten (10) day period; or

2.12.1.D Teligent confirms that both a phone number and mailing address are no longer valid for the carrier; or

2.12.1.E Teligent is prohibited from furnishing service by order of a court or other government authority having jurisdiction.

The discontinuance of service(s) by Teligent pursuant to this section does not relieve the carrier of any obligation to pay Teligent for changes due and owing for service(s) furnished up to the time of discontinuance.

2.12.2 Service may be discontinued if Teligent no longer has facilities available to provide the service.

2.12.3 Service may be discontinued if the Carrier fails to post the deposit required by the tariff.

2.12.4 If service is disconnected for non-payment the carrier may restore service by full payment in any reasonable manner including by personal check. However, Teligent may refuse to accept a personal check if a carrier's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

## 2.13 Notice and Communication

2.13.1 The Carrier shall designate on the Application for service an address to which Teligent shall mail or deliver all notices and other communications except that Teligent may also designate a separate address to which Teligent's bills for service shall be mailed.

2.13.2 Teligent shall designate on the Application for service an address to which the Carrier shall mail or deliver all notices and other communications, except that Teligent may designate a separate address on each bill for service to which the Carrier shall mail payment on that bill until designated by Teligent. Until otherwise designated, all notices or other communications required to be given pursuant to this tariff shall be made in writing to Teligent Services, Inc., 8065 Leesburg Pike, Suite 400, Vienna, Virginia 22182 or by calling Teligent's toll-free customer service number 1-800-411-1175.

2.13.3 Notices and other communications of either party, and all bills mailed by Teligent, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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2.13.4 Teligent or the Carrier shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13.5 The Commission's address is:

Missouri Public Service Commission  
200 Madison Street  
Jefferson City, MO 65102

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2.14 Title to Facilities

Title to all facilities provided by Teligent in accordance with this tariff remains with Teligent. The Carrier has no property right in the assigned telephone number and none can be acquired by usage or otherwise. Teligent reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Carriers who discontinue service may be reassigned 30 days from the date of discontinuance of service.

2.15 Taxes, Surcharges and Utility Fees

All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the customer's bill.

Teligent may adjust its rates or impose additional charges on its customers to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. Teligent may also adjust its rates or impose additional charges to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

All charges, other than taxes and franchise fees, will be submitted to the Commission for approval.

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## Carrier Access Services Tariff

2.16 Special Construction

At the Carrier's request, installation and/or maintenance may be performed outside Teligent's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to Teligent will apply. If installation is started during regular business hours but, at the Carrier'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. Subject to the agreement of Teligent and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Carrier. Special construction is that construction undertaken:

- 2.16.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- 2.16.2 is of a type other than that which Utility would normally utilize in the furnishing of its services; or
- 2.16.3 over a route other than that which Utility would normally utilize in the furnishings of its services; or
- 2.16.4 in a quantity greater than that which Utility would normally construct; or
- 2.16.5 is required on an expedited basis; or
- 2.16.6 is needed on a temporary basis until permanent facilities are available; or
- 2.16.7 involves abnormal costs; or is
- 2.16.8 built in advance of its normal construction

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SECTION 3 - DESCRIPTION OF SERVICES OFFERED

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3.1 Switched Access Service**MISSOURI  
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3.1.1 General - Switched Access Service, which is available to Carriers for their use in furnishing their services to End-users, provides a two-point communications path between a Carrier's premises and an End-user's premises. It provides for the use of Teligent's common terminating, switching and trunking facilities, and for the use of common subscriber plant. Rates and charges for services other than Switched Access Services, e.g., interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other service. Teligent's Switched Access Service may be provided jointly with the incumbent LEC or directly by Teligent. When applicable, Teligent concurs in the Multiple Bill Meet Point Billing Arrangement tariff provisions of the incumbent LEC with which it provides joint service. Teligent reserves the right to withdraw this concurrence at any time.

3.1.1.A Switched Access Service is provided as a trunkside connection, Feature Group D (FGD) Type to Teligent's Switches for the Carrier's use in origination and termination connections.

- 1 The access code for FGD switching is a uniform case of the form 10XXX or 101XXXX. A single access code will be the assigned number of all FGD access provided to the Carrier by Teligent. No access code is required for calls to a Carrier over FGD facilities if the end-user's service is arranged for presubscription.
- 2 Where no access code is required, the number dialed by the Carrier's end-user shall be a seven or ten digit number for calls in North America Numbering Plan (NANP), except for 00-dialed calls which are routed to the predesignated Carrier. For international calls outside the NANP, a seven digit to twelve digit number may be dialed. The form of the numbers dialed by the Carrier's end-user is NXX-XXXX, 0 or 1 = NXX XXXX, NPA + NXX-NXXX, 0 or 1 + NPA + NXX-XXXX, and where the Teligent switch is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

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- 3.1.1.B Switched Access is provisioned as FGD at the DS1 level using D3/D4 format on a per trunk basis and is differentiated by type and directionality of transmission. Originating traffic type represents capacity for carrying traffic from end-user to the Carrier. Terminating traffic represents capacity for carrying traffic from the Carrier to the end-user. All traffic must be associated with a Carrier-produced CIC
- 3.1.1.C An out of band signaling connection (Common Channel Signaling Access Port) is required in conjunction with Switched Access Service equipped with out of band signaling. Out of band signaling allows the Carrier to pass call set-up information over a path which is separate from the message path utilizing Signaling System 7 (SS7) protocol. This connection is provided at the DS0 level and provides the interconnection between Teligent's Signal Transfer Point (STP) and the Carrier's Signaling Point of Interconnection (SPOI).
- 3.1.1.D Switched Access Service may be provided as trunk side switching and may be provided with wink start or start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is specified.
- 3.1.1.E Switched Access Service is provided with multi frequency address or out of band signaling. Up to 12 digits of the called party number dialed by the Carrier's end-user using dual tone multi frequency or dial pulse address signals will be provided by Teligent to the Carriers premises where Switched Access Service terminates. Such address signals are subject to the ordinary transmission capabilities of the Digital transmission Service provided.
- 3.1.1.F Feature Group D Usage Measurement – The measurement of terminating call usage over FGD ends when the FGD entry switch receives disconnect supervision from either the terminating end-user's end office, indicating the terminating end-user has disconnected, or the Carrier's point of termination, whichever is recognized first by the entry switch. 800/888/877 Data Base Access usage measurement begins when the originating end office switch receives the first wink supervisory signal forwarded from the Carrier's point of termination. 800/888/877 Data Base Access usage measurement ends when the originating end office receives on-hook disconnect supervision from either the originating end-user's end office, indicating the originating end-user has disconnected, or the Carrier's point of termination, whichever is recognized first by the end office.

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1. For originating calls over FGD with multi frequency address signaling, usage measurement begins when the originating entry switch receives the first wink supervisory signal forwarded from the Carrier's point of termination. For originating calls over FGD with out-of-band signaling, usage measurement begins when the last point of switching sends the initial address message to the Carrier.
  2. The measurement of originating call usage over FGD ends when the originating entry switch receives disconnect supervision from either the end-user's end office, indicating the originating end-user has disconnected, or the Carrier's point of termination, whichever is recognized first by the entry switch.
  3. For terminating calls over FGD, the measurement of access minutes begins when the entry switch receives answer supervision from the terminating end-user's end office indicating the terminating end-user has answered.
- 3.1.2 Elements - There are four rate elements of Switched Access Service for which Teligent will charge Carriers. A portion of the rate elements may be charged by the incumbent LEC with which Teligent provides joint service. Unless otherwise noted Teligent will charge the entire rate shown.
- 3.1.2.A Local Switching provides for the use of end office switching equipment. Local Switching is billed on a per access minute of use basis. Included in Local Switching are:
1. Common Switching provides the local end office functions and optional features.
  2. Transport Termination provides for the trunk side arrangements that terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Teligent.
  3. International Dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office. International dialing may be provided where end offices are appropriately equipped.

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- 3.1.2.B Switched Transport provides the transmission path from the ILEC access tandem to the Teligent's end-office switch(es) where the Interexchange Carrier's traffic is switched to originate or terminate Carrier's communications.

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The mileage is calculated on the airline distance between the Teligent switch where the call carried by the switched transport originates or terminates and the Interexchange Carriers SWC. Where applicable, the V&H coordinates method is used to determine mileage. This method is set forth in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

To determine the rate to be billed, first compute the mileage using the V&H coordinates method, then find the band into which the computed mileage falls and apply the rates shown for that band. Applicable mileage bands and associated rates are shown in Section 4.1.2.B. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage band and applying the rates.

The amount billed by Teligent and the amount billed by the ILEC will be based on the portion of distance between the Interexchange Carrier's serving end office and the Teligent switch serviced by each LEC. Distance will be calculated pursuant to the distance calculation contained in NECA Tariff FCC No. 4.

The Switched Transmission element also provides for certain interoffice links that are provided for the common use of all customers but which are not switched through an access tandem. When Switched Transmission is applied to such transport, Teligent will identify such transport as Common Transport to clarify that the interoffice links were not switched through an access tandem. When Switched Transport and Common Transport are applicable, mileage is measured separately.

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3.1.2.C Carrier Common Line - Provides for the use of End-user's Company-provided common lines by Carriers for access to such End-users to furnish Intrastate Communications. Carrier Common Line is billed on a per access minute of use basis.

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1. No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Insert.
2. Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage.

3.1.3 800/888/877 Data Base Access Service is an originating only trunk side service. When an 800+NXX-XXXX or 888+NXX-XXX call is originated by an end-user, Teligent will perform Carrier identification based on screening of the full ten-digits of the 800/888/877 number to determine the location to which the call is to be routed. Switched Access rates and charges apply to 800/888/877 Data Base Access Service calls originated from Teligent end offices. In addition to Switched Access usage charges, an 800/888/877 Data Base Access Basic Query charge applies to each 800/888/877 Data Base Access service call delivered to the Carrier. 800/888/877 Data Base Access Service is billed on a per query basis. The following features are available with 800/888/877 Data Base Access Service:

3.1.3.A POTS Translation The POTS Translation feature converts the 800/888/877 number into a designated Plain Old Telephone Service (POTS) 10 digit number. If the Carrier provides the POTS number associated with the 800/888/877 number and requests delivery of the POTS number in place of the 800/888/877 number, Teligent will deliver the POTS number. The charge for this feature will be in addition to the 800/888/877 Data Base Access Basic Query.

3.1.3.B Call Validation The Call Validation feature ensures that calls originate only from an 800/888/877 Subscriber's customized service area. Calls originating outside the area will be screened and an out of band recording will be returned to the calling party. The charge for this feature will be in addition to the 800/888/877 Data Base Access Basic Query.

3.1.3.C Call Handling and Destination The Call Handling and Destination feature allows routing of 800/888/877 calls based on one or any combination of the following: time of day, day of week, percent allocation and specific 10 digit ANI. The charge for this feature will be in addition to the 800/888/877 Data Base Access Basic Query.

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3.1.4 Billing Name and Address Information

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3.1.4.A Billing Name and Address (BNA) provides the billing name and address of an end user who has an Automatic Number Identification (ANI) recorded by the Carrier for telecommunications services rendered by the Carrier to its end user. The receipt of this information will allow the Carrier to provide its own billing to end users who may not have established a formal relationship with the Carrier.

3.1.4.B Teligent will obtain the BNA from its customer information databases. The BNA will be provided for all ANI received by Teligent to the extent a name and address exists in Teligent's customer information databases, except that the BNA will not be provided to the Carrier where the ANI received by Teligent identifies a public telephone or other public telecommunications device.

3.1.4.C BNA Service may be requested via a Carrier initiated written request (*i.e.*, U.S. Postal Service, facsimile, electronic mail) or via a telephone call to a designated Teligent office.

3.1.4.D The BNA provided shall be used by the Carrier or his authorized billing and collection agent solely for the purpose of billing the Carrier's end users for telecommunications services rendered by the Carrier and for no other purposes whatsoever.

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3.1.6 Obligations of the Customer**MISSOURI  
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3.1.6.A Mixed Interstate and Intrastate Access Service When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the jurisdictional reports will serve as the basis for prorating the charges.

1. The percentage of an Access Service to be charged as intrastate is applied in the following manner:
  - (a) For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
  - (b) For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Teligent assumed average use) time the state rate.
2. Jurisdictional Reports For Switched Access services, Teligent will use the percentage of interstate originating feature group D traffic to determine the percent of interstate usage to apply to all other switched access services provided by Teligent to the Carrier.
  - (a) For Switched Access services for which Teligent cannot determine the jurisdictional nature of Carrier traffic and its related access minutes, Teligent reserves the right to call upon the Carrier to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Carrier shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Carrier reports a different projected interstate percentage for a working trunk group. When the Carrier adds trunks to or removes trunks from an existing group, the Carrier shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.
  - (b) No pro-rating or back-billing will be done based on the report. The Carrier may require call detail records to substantiate projected interstate usage provided to Teligent. In the event that the required jurisdictional report is not provided, Teligent recorded or estimated percentage of interstate usage will be applied to the bill.

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- (c) Teligent may request this detailed information annually. If the audit results represent a substantial deviation from the Carrier's previously reported PIC for the period upon which the audit was based, the call detail records may be requested more than once annually.

3.1.6.B On and Off-Hook Supervision The Carrier's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.2 Presubscription

3.2.1 Presubscription is an arrangement whereby an end-user may select and designate to Teligent an interexchange carrier(s) (IXC) to access, without an access code, for intraLATA and interLATA calls. The IXC(s) are referred to as the end-user's Primary Interexchange Carrier(s) (PIC). The end-user may select as its PIC Teligent, or any other IXC that order originating Feature Group D Switched Access Service at the end office that serves the end-user. After the end-user's initial selection of a predesignated IXC for intraLATA or interLATA calls, for any additional change in selection, a nonrecurring charge applies.

3.2.2 At the request of a new or existing end-user served by a Feature Group D end office, Teligent will provide a randomly generated list of IX's the end-user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options:

3.2.2.A Designate an IXC as a PIC and dial 10XXX or 101XXXX to reach other IXCs, or

3.2.2.B Designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101XXXX for all calls to all IXCs.

3.2.3 Subsequent to the installation of Local Exchange Service, and after the end-user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge applies. This charge is billed to the end-user that is the subscriber to the Local Exchange Service, or upon request by the selected IXC, billed to the IXC on behalf of the end-user.

3.2.4 No Fault PIC Switchback. If an IXC requests a PIC change on behalf of an end-user or billed party pursuant to any acceptable federal PIC change verification method, and the end-user or billed party subsequently denies or disputes requesting the change, then:

3.2.4.A The billed party will be reassigned by Teligent to their previously selected IXC at the billed party's request. No charge will apply to the billed party for this reassignment.

3.2.4.B [Reserved]

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- 3.2.4.C Teligent will not perform an investigation when an end-user or billed party denies requesting a PIC change submitted by a Carrier. A letter of agency from the Carrier will neither be requested nor accepted by Teligent once a customer complaint has been received. Resolution of the PIC dispute must occur between Carrier and end-user, and the Carrier is permitted to request a subsequent PIC change on behalf of the end-user.

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SECTION 4 - RATES

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4.1 Switched Access Service

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4.1.1 Non-Recurring ChargesMISSOURI  
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Access Order Charge (per order)	\$50.00
ASR Cancellation Fee	\$50.00
Design Change Charge (per change)	\$35.00
Service Date Change Charge (per change)	\$35.00

4.1.2 Rate Element4.1.2.A Local SwitchingPer Access Minute

Originating	\$0.008480
Terminating	\$0.008480

4.1.2.B Switched Transport

<u>Call Miles</u>	<u>Per Access Minute</u>
0 to 1	\$0.0050
Over 1 to 25	\$0.0077
Over 25 to 50	\$0.0162
Over 50	\$0.0274

4.1.2.C Carrier Common Line ChargesPer Access Minute

Originating	\$0.010000
Terminating	\$0.018133

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4.1.3 800/888/877 Data Base Access Service Charges

800/888/877 Data Base Access Basic Query  
POTS Translation  
Call Validation  
Call Handling and Destination

Per Event

\$0.0031  
Not Available  
Not Available  
Not Available

4.1.4 Optional Access Features

Operator Passthrough Service

Per Passthrough

Not Available

4.2 Presubscription

PIC Selection Change

Nonrecurring Charge

\$5.00

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