

**ADOPTION NOTICE**

Comcast Business Communications, LLC, d/b/a Comcast Long Distance is a competitive carrier.

Comcast Business Communications, LLC, d/b/a Comcast Long Distance, hereby adopts, ratifies, and in every respect makes its own as if the same had been originally filed by it, Missouri P.S.C. No. 1, filed with the Missouri Public Service Commission by Comcast Business Communications, Inc.

By this notice, it also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which Comcast BusinessCommunications, Inc. has heretofore filed with said Commission.

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Issued: April 16, 2007

Effective: May 16, 2007

Issued By: David Lloyd, Director-Tariffs  
Comcast Business Communications, LLC  
183 Inverness Dr. W  
Englewood, CO 80112

CANCELLED  
July 1, 2009

Missouri Public  
Service Commission  
XD-2009-0405; JX-2009-0839

**TN-2007-0398**

**Filed**  
Missouri Public  
Service Commission

MO06-001c

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**Cancels and Replaces Comcast Business Communications, Inc. Missouri Public Service  
Commission Tariff No. 1 in its entirety.**

**MISSOURI TELECOMMUNICATIONS TARIFF**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of Missouri by COMCAST BUSINESS COMMUNICATIONS, LLC, d/b/a Comcast Long Distance ("Company"). This tariff is on file with the Missouri Public Service Commission, and copies also may be inspected, during normal business hours, at the following location: 1300 Market Street, Philadelphia, Pennsylvania 19102.

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**WAIVERS**

The title page and pages 1-45 inclusive of this Tariff are effective as of the date shown. The applicant has requested the following waivers:

**STATUTES**

392.240(1)	-	ratemaking
392.270-		valuation of property (ratemaking)
392.280-		depreciation accounts
392.290-		issuance of securities
392.310-		stock and debt issuance
392.320-		stock dividend payment
392.330-		issuance of securities, debts and notes
392.340-		reorganization(s)

**COMMISSION RULES**

4 CSR 240-10.020	-	depreciation fund income
4 CSR 240-30.010(2)(C)	-	rate schedules
4 CSR 240-30.040	-	Uniform System of Accounts
4 CSR 240-32.030(1)(B)	-	exchange boundary maps
4 CSR 240-32.030(1)(C)	-	record keeping
4 CSR 240-32.030(2)	-	in-state record keeping
4 CSR 240-32.050(3)	-	local office record keeping
4 CSR 240-32.050(4)	-	telephone directories
4 CSR 240-32.050(5)	-	call intercept
4 CSR 240-32.050(6)	-	telephone number changes
4 CSR 240-32.070(4)	-	public coin telephone
4 CSR 240-33.030	-	minimum charges rules
4 CSR 240-33.040(5)	-	financing fees

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**CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS**

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

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**TARIFF FORMAT**

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

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).

Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff 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 will 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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**APPLICABILITY**

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate resale telecommunications Services within the State of Missouri by COMCAST BUSINESS COMMUNICATIONS, LLC, (hereinafter "Comcast" or "Company").

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**EXPLANATION OF SYMBOLS**

- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation
- (Z) To signify a correction

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Issued: November 30, 2007

Effective: January 1, 2008

Issued By: David Lloyd, Director-Tariffs  
Comcast Business Communications, LLC  
183 Inverness Dr. W  
Englewood, CO 80112

CANCELLED  
July 1, 2009  
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Issued: April 16, 2007

Effective: May 16, 2007

Issued By: David Lloyd, Director-Tariffs  
Comcast Business Communications, LLC  
183 Inverness Dr. W  
Englewood, CO 80112

CANCELLED  
January 1, 2008  
Missouri Public  
Service Commission

**TN-2007-0398**

**Filed**  
Missouri Public  
Service Commission

MO06-001c

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**SECTION 1 - DEFINITION OF TERMS**

For the purpose of this Tariff, the following definitions will apply:

**Access Coordination** - Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

**Additional Billing Increment** - Additional Billing Increment is the rate element used to bill for the chargeable time when a call continues beyond the Initial Billing Increment. Additional Billing Increment begins when the Initial Billing Increment ends (e.g., with the second minute of a call for which the Initial Billing Increment is one minute). Additional rates apply to each Additional Billing Increment, or any fraction thereof, that chargeable time continues beyond the Initial Billing Increment. Thus, for Service with an Initial Billing Increment of one (1) minute, a call with an actual duration of two (2) minutes and one (1) second would incur the full Initial Billing Increment charge and the charge for two (2) Additional Billing Increments.

**Administrative Change** - A change in Customer billing address or contact name.

**Alternate Access** - Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

**ANI** - ANI (Automated Number Identification) refers to the specific and unique Calling Party's billing number delivered by a local exchange carrier to any interconnecting carrier for billing or routing purposes.

**Application for Service** - A standard Company order form which includes all pertinent billing, technical and other descriptive.

**ASR** - ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

**Authorization Code** - A numerical sequence which enables a Customer to access Company's network to place a Call and which is used by the Company to identify the customer for billing purposes.

**Authorized User** - A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

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**SECTION 1 - DEFINITION OF TERMS (CONT'D)**

**Bandwidth** - The total frequency band, in hertz, allocated for a channel.

**Bill Date** - The date on which billing information is compiled and sent to the Customer.

**Business (a/k/a Commercial)** - Service which originates from, or is billed to, a line for which the Customer pays a rate that is described solely as a business or commercial rate in the applicable local exchange carrier's tariff for switched services.

**Call** - A completed connection between the Calling and Called Stations.

**Called Station** - The telephone number called.

**Calling Station** - The telephone number from which a Call originates.

**Cancellation of Order** - A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to and interconnecting telephone company.

**Channel or Circuit** - A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

**Commission** - The Missouri Public Service Commission

**Company** - Comcast Business Communications, LLC

**Company Recognized National Holidays** - The following are Company Recognized National Holidays determined at the location of the originator of the Call. The Company observes the following federally recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

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**SECTION 1 - DEFINITION OF TERMS (CONT'D)**

**Customer** - The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

**Customer Premises/Customer's Premises** - Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

**DCS** - DCS means Digital Cross-Connect System.

**Dedicated Access/Special Access** - Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

**DS-0** - DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

**DS-1** - DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

**DS-0 with VF Access** - DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

**DS-0 with DDS Access** - DS-0 Service with VF Local Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

**Due Date** - The Due Date is the date on which payment is due.

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**SECTION 1 - DEFINITION OF TERMS (CONT'D)**

**Exemption Certificate** - A written Customer designation which certifies that its dedicated facility should be exempted from the monthly Special Access Surcharge because the Service:

- (a) terminates on a device incapable of connecting the Company's network with the local exchange network; or
- (b) is associated with a Switched Access Service that is subject to Carrier Common Line charges; or
- (c) constitutes a Private Line facility used for Telex Service or radio or television transmissions; or,
- (d) is an open-end termination in a Local Exchange Carrier's switch of an FX line; or is a termination that could not make use of a Local Exchange Carrier's common lines.

**Expedite** - A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

**FCC** - Federal Communications Commission

**Individual Case Basis (ICB)** - Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances.

**Initial Billing Increment** - Initial Billing Increment is the initial rate increment of a call placed under any Service provided by Company. The initial rate increment will apply if a call has a minimum duration of the entire Initial Billing Increment or any fraction thereof. Thus, by way of example, for Service with an Initial Billing Increment of (1) minute, a call with an actual duration of less than one (1) minute will be billed the full Initial Billing Increment.

**Installation** - The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

**Interexchange Service** - Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

**Interruption** - Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

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**SECTION 1 - DEFINITION OF TERMS (CONT'D)**

**Kpbs** - Kilobits per second.

**LATA (Local Access Transport Area)** - A geographical area established for the provision and administration of communications Service of a local exchange company.

**Local Access** - Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

**Local Access Provider** - Local Access Provider means an entity providing Local Access.

**Local Exchange Carrier (LEC)** - The local telephone utility that provides telephone exchange services.

**Mbps** - Megabits per second.

**Multiplexing** - Multiplexing, or "mixing", is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

**N/A** - Not available.

**N/C** - No charge.

**Nonrecurring Charges** - Nonrecurring Charges are one-time charges.

**Payment Method** - The manner that the Customer designates as the means of billing charges for Calls using the Company's Service.

**Physical Change** - The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

**Point-of-Presence (POP)** - A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

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**SECTION 1 - DEFINITION OF TERMS (CONT'D)**

**Primary Route** - The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

**Private Line** - A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

**Private Line Service** - A dedicated full-time transmission Service utilizing dedicated access arrangements.

**Rate Center** - A specified geographical location used for determining mileage measurements.

**Requested Service Date** - The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

**Residential** - Service which originates from, or is billed to, a line for which Customer pays a rate that is described solely as a residential rate in the applicable local exchange carrier's tariff for switched services.

**Restore** - To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

**Route Diversity** - Two channels which are furnished partially or entirely over two physically separate routes.

**Service** - Service means any or all Service(s) provided pursuant to this Tariff.

**Service Commitment Period** - The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

**Service Commencement Date** - The day that the requested Service or facility is available for use, unless extended by the Customer's refusal to accept Service which does not conform to standards set forth in the Service Order or in the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance.

**Service Order** - A written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company is one means of initiating the respective obligations of the parties as set forth therein and pursuant to the tariffs of the Company; however, the duration of Service is calculated for the Service Commencement Date.

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**SECTION 1 - DEFINITION OF TERMS (CONT'D)**

**Special Promotional Offerings** - Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

**Start of Service Date** - The Requested Service Date or the date Service first is made available by the Company whichever is later.

**Switched Access** – Non-dedicated Local Access between the Customer's Premise and the serving wire center which is interconnected to the Company's Point-of-Presence for origination or termination of Service.

**Tariff** - The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Missouri Public Service Commission.

**Transmission Speed** - Data transmission speed or rate, in bits per seconds (bps).

**Twelve O'clock** - In designated time, 12:00 a.m. refers to 12:00 Midnight and 12:00 p.m. refers to 12:00 Noon.

**Two-Way Conversation** - A Two-Way Conversation is a telephone conversation between or among two or more parties.

**VF** - VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1. Description and Limitations of Services

- 2.1.1.** Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2.** Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (B) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3.** The Company may require a Customer to sign an application form and to establish credit worthiness as a condition precedent to the initial establishment of Service. The application shall state the date on which Service shall begin and the points between which Service is to be provided, the type of facilities required, and any special arrangements related thereto.
- 2.1.4.** Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.5.** Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.1. Description and Limitations of Services (Cont'd)**

- 2.1.6.** Service may be discontinued as described in Section 2.6.
- 2.1.7.** Company reserves the right to discontinue Service, limit Service, or to impose requirements on Customer as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by Company in its reasonable judgment.
- 2.1.8.** Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- 2.1.9.** Service will be provided until canceled by the Customer on not less than thirty (30) days' written or verbal notice. In the event Customer has agreed to a service commitment period, any cancellation prior to the expiration of the service commitment period shall not relieve Customer of the obligation to pay cancellation charges as specified in this tariff.
- 2.1.10.** Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.
- 2.1.11.** The Company reserves the right to discontinue furnishing Services or billing options, upon written notice as described herein, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.

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Issued: April 16, 2007

Effective: May 16, 2007

Issued By: David Lloyd, Director-Tariffs  
Comcast Business Communications, LLC  
183 Inverness Dr. W  
Englewood, CO 80112

CANCELLED

July 1, 2009

Missouri Public

Service Commission

XD-2009-0405; JX-2009-0839

**TN-2007-0398**

**Filed**

Missouri Public  
Service Commission

MO06-001c

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.1. Description and Limitations of Services (Cont'd)**

**2.1.12.** The Company reserves the right to obtain a credit verification of a Business Customer in the event:

**2.1.12.A.** Customer fails to make timely payment;

**2.1.12.B.** there are significant changes in Customer's calling volume or calling pattern, or significant changes in the manner that Service is provided to Customer; or

**2.1.12.C.** any other circumstance in which Company determines that a credit verification is necessary to protect Company from fraud, misuse or unlawful use of its Services.

**2.2 Equipment**

**2.2.1.** The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to Company's equipment.

**2.2.2.** Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

**2.2.3.** The Company reserves the right of entrance for its employees, agents or contractors to the premises of the Customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or removing the Company's equipment. It shall be the responsibility of the Customer to make any necessary arrangements with the owners of the premises for the entrance of the Company's employees.

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**TN-2007-0398**

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MO06-001c

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.2. Equipment (Cont'd)**

- 2.2.4.** The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.2.5.** In order to protect the Company's facilities and personnel and the Services furnished to other Customers by the Company from potentially harmful effects, Customer shall ensure the signals applied to the Company's Service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of other shall be provided at the Customer's expense.
- 2.2.6.** The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied within the installation, operations and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- 2.2.7.** If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel, including the suspension of Service.

**2.3. Other Terms and Conditions**

- 2.3.1.** The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.3.2.** A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

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MO06-001c

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.3. Other Terms and Conditions (Cont'd)**

- 2.3.3.** In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.3.4.** The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.3.5.** The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.3.6.** Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.3.7.** If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.3.8.** The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to notice of termination by either Company or Customer (written or verbal) as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.
- 2.3.9.** The remedies set forth herein in favor of Company shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

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Issued: April 16, 2007

Effective: May 16, 2007

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CANCELLED

July 1, 2009

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MO06-001c

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.4. Liability**

- 2.4.1.** Except as otherwise expressly provided in this Section 2.4, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff or the provision of Service as described herein.
- 2.4.2.** Except as otherwise expressly provided in this Section 2.4, with respect to any claim or suit, by a Customer or by any other, for damages associated with the order (including the reservation of any specific number for use with this Service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any Service or facilities offered under this tariff, the liability of Company shall not exceed an amount equal to the charge applicable under this tariff to the period during which claimant's Service was affected. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which the Service was affected.
- 2.4.3.** Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.4.4.** The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.

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Issued: April 16, 2007

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CANCELLED  
July 1, 2009

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MO06-001c

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.4. Liability (Cont'd)**

- 2.4.5.** Company shall not be liable for any representation made by Company employees, agent or affiliates, that do not comport, or that are inconsistent with the provisions of this Tariff.
- 2.4.6.** The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by other entities.
- 2.4.7.** The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.4.8.** The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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Issued: April 16, 2007

Effective: May 16, 2007

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CANCELLED

July 1, 2009

Missouri Public

Service Commission

XD-2009-0405; JX-2009-0839

**TN-2007-0398**

**Filed**

Missouri Public  
Service Commission

MO06-001c



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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.4. Liability (Cont'd)**

- 2.4.9.** THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS TARIFF. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ITS SERVICES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.
- 2.4.10.** With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.4.11.** In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.4.12.** In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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Issued: April 16, 2007

Effective: May 16, 2007

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CANCELLED

July 1, 2009

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XD-2009-0405; JX-2009-0839

**TN-2007-0398**

**Filed**

Missouri Public  
Service Commission

MO06-001c

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.5. Cancellation of Service by a Customer**

- 2.5.1.** Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all undisputed charges, including fixed fees, which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.
- 2.5.2.** Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

**2.6. Cancellation for Cause by the Company**

- 2.6.1.** Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon ten days written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.
- 2.6.2.** In addition to 2.6.1., service may be discontinued, upon ten (10) days' written notice, for any of the following reasons:
- 2.6.2.A.** Failure to post a required deposit or guarantee;
- 2.6.2.B.** Unauthorized use of telecommunications company equipment in a manner which created an unsafe condition or creates the possibility of damage or destruction to such equipment;
- 2.6.2.C.** Failure to comply with terms of a settlement agreement;

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Issued: April 16, 2007

Effective: May 16, 2007

Issued By: David Lloyd, Director-Tariffs  
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CANCELLED

July 1, 2009

Missouri Public

Service Commission

XD-2009-0405; JX-2009-0839

**TN-2007-0398**

**Filed**

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MO06-001c

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.6. Cancellation for Cause by the Company (Cont'd)**

**2.6.2. (Cont'd)**

**2.6.2.D.** Refusal after reasonable notice to permit inspection, maintenance or replacement of telecommunications company equipment;

**2.6.2.E.** Material misrepresentation of identity in obtaining telecommunications company service; or

**2.6.2.F.** As provided by state or federal law.

**2.6.3.** The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

**2.6.4.** The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its reasonable control.

**2.6.5.** Service may be discontinued for Business Customers by Company without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain codes, when the Company deems it necessary to take such action to prevent unlawful use of its Service. The Company will restore Service as soon as it can be provided without undue risk.

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Issued: April 16, 2007

Effective: May 16, 2007

Issued By: David Lloyd, Director-Tariffs  
Comcast Business Communications, LLC  
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Englewood, CO 80112

CANCELLED

July 1, 2009

Missouri Public

Service Commission

XD-2009-0405; JX-2009-0839

**TN-2007-0398**

**Filed**

Missouri Public  
Service Commission

MO06-001c

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.6. Cancellation for Cause by the Company (Cont'd)**

**2.6.6.** A notice of discontinuance to Residential Subscribers shall contain the following information:

**2.6.6.A.** The name and address and the telephone number of the Customer;

**2.6.6.B.** A statement of the reason for the proposed discontinuance and the cost for reconnection;

**2.6.6.C.** The date after which service will be discontinued unless appropriate action is taken;

**2.6.6.D.** How a Customer may avoid the discontinuance;

**2.6.6.E.** The Customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full at one time;

**2.6.6.F.** The telephone number where the Customer may make an inquiry;

**2.6.6.G.** A statement that this notice will not be effective if the charges involved are part of an unresolved dispute; and

**2.6.6.H.** A statement of the exception for medical emergency under Commission rules.

**2.7. Use of Service**

**2.7.1.** The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.4 of this tariff. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulation.

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Issued: April 16, 2007

Effective: May 16, 2007

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CANCELLED

July 1, 2009

Missouri Public

Service Commission

XD-2009-0405; JX-2009-0839

**TN-2007-0398**

**Filed**

Missouri Public  
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MO06-001c

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.7. Use of Service (Cont'd)**

**2.7.2.** Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:

**2.7.2.A.** One joint user or Authorized User must be designated as the Customer.

**2.7.2.B.** All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

**2.7.3.** In addition to the other provisions in this Tariff, Customers reselling company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

**2.7.4.** Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.

**2.7.5.** The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

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Issued: April 16, 2007

Effective: May 16, 2007

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CANCELLED

July 1, 2009

Missouri Public

Service Commission

XD-2009-0405; JX-2009-0839

**TN-2007-0398**

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Missouri Public  
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MO06-001c

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.8. Payment Arrangements**

- 2.8.1.** The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
- 2.8.2.** In the event an Authorization Code is assigned to Customer, the Customer shall be responsible for all Service billed to such Authorization Code until such time as Company receives written or verbal notification from Customer to cancel such Authorization Code.
- 2.8.3.** The Company's bills are due upon receipt. Amounts not paid within 21 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount not to exceed two percent per month. If a Business Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in less than 21 days and to make such payments in cash or the equivalent of cash.
- 2.8.4.** In determining whether a Business Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any). For end users or Customers whom the Company believes an advance payment is necessary, Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and, if necessary, a new advance payment will be collected for the next month, not to exceed two months in total.

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Issued: April 16, 2007

Effective: May 16, 2007

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CANCELLED

July 1, 2009

Missouri Public

Service Commission

XD-2009-0405; JX-2009-0839

**TN-2007-0398**

**Filed**

Missouri Public  
Service Commission

MO06-001c

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.8. Payment Arrangements (Cont'd)**

- 2.8.5.** Disputes with respect to charges must be presented to the Company in writing within thirty days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.
- 2.8.6.** If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.7.** In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.8.8.** When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a handling fee of \$15.00. This charge will be in addition to any charges assessed by any bank or financial institution.

**2.9. Notice**

- 2.9.1.** Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.

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Effective: May 16, 2007

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CANCELLED

July 1, 2009

Missouri Public

Service Commission

XD-2009-0405; JX-2009-0839

**TN-2007-0398**

**Filed**

Missouri Public  
Service Commission

MO06-001c

## SECTION 2 - RULES AND REGULATIONS (CONT'D)

### 2.10. Assignment

**2.10.1.** The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

### 2.11. Tax Adjustments

**2.11.1.** All stated charges in this Tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this Tariff. All such taxes, duties, and fees shall each be shown as a separate line item on the Customer's monthly invoice. Any fees, surcharges or charges of any kind, except taxes, will be submitted to the Missouri Public Service Commission for their prior approval before the charges appear on any Customer's bill.

### 2.12. Fees and Assessments

**2.12.1.** Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, compensation to payphone service providers for the use of their payphones to access Company Service.

**2.12.1.A.** Payphone Surcharge: Services provided pursuant to this tariff which are identified by Company as pay telephone station-originated calls are subject to a \$0.30 per call surcharge. Unless specifically stated other wise, this surcharge will apply to calls made using the following Company Services:  
i) toll-free service; and (ii) 10XXX dial around service.

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Issued: November 30, 2007

Effective: January 1, 2008

Issued By: David Lloyd, Director-Tariffs  
Comcast Business Communications, LLC  
183 Inverness Dr. W  
Englewood, CO 80112

CANCELLED  
July 1, 2009  
Missouri Public  
Service Commission  
XD-2009-0405; JX-2009-0839

FILED  
Missouri Public  
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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.10. Assignment**

**2.10.1.** The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

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**2.11.1.** All stated charges in this Tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this Tariff. All such taxes, duties, and fees shall each be shown as a separate line item on the Customer's monthly invoice. Any fees, surcharges or charges of any kind, except taxes, will be submitted to the Missouri Public Service Commission for their prior approval before the charges appear on any Customer's bill.

**2.12. Fees and Assessments**

**2.12.1.** Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, compensation to payphone service providers for the use of their payphones to access Company Service.

**2.12.1.A.** Payphone Surcharge: Services provided pursuant to this tariff which are identified by Company as pay telephone station-originated calls are subject to a \$0.30 per call surcharge. Unless specifically stated other wise, this surcharge will apply to calls made using the following Company Services: (i) calling card; (ii) prepaid phone card; (iii) toll-free service; and (iv) 10XXX dial around service.

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Issued: April 16, 2007

Effective: May 16, 2007

Issued By: David Lloyd, Director-Tariffs  
Comcast Business Communications, LLC  
183 Inverness Dr. W  
Englewood, CO 80112

CANCELLED  
January 1, 2008  
Missouri Public  
Service Commission

**TN-2007-0398**

**Filed**  
Missouri Public  
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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.13. Method for Calculation of Airline Mileage**

**2.13.1.** The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 according to the following formula:

the square root of: 
$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:

<u>V</u>	<u>H</u>	
City 1	5004	1406
City 2	5987	3424

the square root of: 
$$\frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

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Issued: April 16, 2007

Effective: May 16, 2007

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Comcast Business Communications, LLC  
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CANCELLED

July 1, 2009

Missouri Public

Service Commission

XD-2009-0405; JX-2009-0839

**TN-2007-0398**

**Filed**

Missouri Public  
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MO06-001c

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.14. Time of Day Rate Periods**

**2.14.1.** Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

DAY: From 8:00 AM to 5:00 PM Monday - Friday

EVENING: From 5:00 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:00 PM to 8:00 AM Everyday

From 8:00 AM to 11:00 PM Saturday

From 8:00 AM to 5:00 PM Sunday

**2.14.2.** With respect to each time of day period listed in Section 4 of this tariff, the period begins exactly at the first listed hour and ends up to but not including the start of the second listed hour. Thus, by way of example, a time period listed as 11:00PM to 8:00AM would begin exactly at 11:00 PM and continue up to, but not including 8:00AM.

**2.14.3.** When a call begins in one rate period and ends in another, the rate in effect at the beginning of the call applies to the entire call. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

**2.15. Special Customer Arrangements**

**2.15.1.** In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities, the Company, at its option, 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.

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Issued: April 16, 2007

Effective: May 16, 2007

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CANCELLED

July 1, 2009

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XD-2009-0405; JX-2009-0839

**TN-2007-0398**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.16. Inspection**

**2.16.1.** The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment.

**2.17. Timing of Calls**

**2.17.1.** Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. The establishment of the connection is determined, where available, by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When hardware answer supervision is unavailable and software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. Chargeable time for a call ends when one of the calling parties disconnects from the call. If the Called Station "hangs up" but the Calling Station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company.

**2.18. Rounding**

**2.18.1.** In the event the total charge for a call includes a fraction of a cent, the cost shall be rounded up to the next highest cent.

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Issued: April 16, 2007

Effective: May 16, 2007

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CANCELLED

July 1, 2009

Missouri Public

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XD-2009-0405; JX-2009-0839

**TN-2007-0398**

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.1. Wide Area ("WATS") And Message ("MTS") Telecommunications Services**

The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

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Issued: April 16, 2007

Effective: May 16, 2007

Issued By: David Lloyd, Director-Tariffs  
Comcast Business Communications, LLC  
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Englewood, CO 80112

CANCELLED  
July 1, 2009

Missouri Public  
Service Commission  
XD-2009-0405; JX-2009-0839

**TN-2007-0398**

**Filed**  
Missouri Public  
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MO06-001c

**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

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Issued: November 30, 2007

Effective: January 1, 2008

Issued By: David Lloyd, Director-Tariffs  
Comcast Business Communications, LLC  
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CANCELLED  
July 1, 2009  
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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

**3.2. Calling Card Programs**

- 3.2.1. Commercial Calling Card Plan A** - Commercial Calling Card Program A is available to Company's Commercial Customers who hold a valid Company Calling Card. Calls are placed by dialing a toll-free number furnished by Company, and then entering the Authorization Code followed by the destination number. This plan only applies to calls completed without live or automated operator assistance. This plan is available to Customers who have a Commercial line pre-subscribed to Company for Service.

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Issued: April 16, 2007

Effective: May 16, 2007

Issued By: David Lloyd, Director-Tariffs  
Comcast Business Communications, LLC  
183 Inverness Dr. W  
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CANCELLED  
January 1, 2008  
Missouri Public  
Service Commission

**TN-2007-0398**

**Filed**  
Missouri Public  
Service Commission

MO06-001c

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

[Reserved for Future Use]

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Issued: April 16, 2007

Effective: May 16, 2007

Issued By: David Lloyd, Director-Tariffs  
Comcast Business Communications, LLC  
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CANCELLED  
July 1, 2009

Missouri Public  
Service Commission

XD-2009-0405; JX-2009-0839

**TN-2007-0398**

**Filed**

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## SECTION 4 - RATE SCHEDULES

### 4.1. Usage Rates

The following are the per minute usage charges which apply to all Calls. These charges are in addition to the Nonrecurring Charges and Recurring Charges referred to in Sections 4.2 through 4.4 hereafter.

#### 4.1.1. Switched Inbound Usage Rates

Switched inbound Service permits inward calling (via toll-free codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

Term Commitment	Initial 30 Seconds	Additional 6 Seconds
Month-to-Month	\$ 0.0595	\$ 0.0119
One-Year Term	\$ 0.0575	\$ 0.0115
Two-Year Term	\$ 0.0545	\$ 0.0109
Three-Year Term	\$ 0.0525	\$ 0.0105

#### 4.1.2. Dedicated Inbound Usage Rates

Dedicated inbound Service permits inward calling (via toll-free codes) to a specific location featuring the use of a Dedicated Access/Special Access type connection on the terminating end.

Term Commitment	Initial 30 Seconds	Additional 6 Seconds
One-Year Term	\$ 0.0345	\$ 0.0069
Two-Year Term	\$ 0.0325	\$ 0.0065
Three-Year Term	\$ 0.0305	\$ 0.0061

Issued: April 16, 2007

Effective: May 16, 2007

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Englewood, CO 80112

CANCELLED

July 1, 2009

Missouri Public

Service Commission

XD-2009-0405; JX-2009-0839

TN-2007-0398

**Filed**

Missouri Public  
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**SECTION 4 - RATE SCHEDULES (CONT'D)**

**4.1 Usage Rates (Cont'd)**

**4.1.3. Switched Outbound Usage Rates**

Switched outbound Service permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

Term Commitment	Initial 30 Seconds	Additional 6 Seconds
Month-to-Month	\$ 0.0595	\$ 0.0119
One-Year Term	\$ 0.0575	\$ 0.0115
Two-Year Term	\$ 0.0545	\$ 0.0109
Three-Year Term	\$ 0.0525	\$ 0.0105

**4.1.4. Dedicated Outbound Usage Rates**

Dedicated outbound Service permits outward calling to stations in diverse service areas. Dedicated outbound Service is distinguished from other services by the existence of a Dedicated Access/Special Access connection on one end.

Term Commitment	Initial 30 Seconds	Additional 6 Seconds
One-Year Term	\$ 0.0345	\$ 0.0069
Two-Year Term	\$ 0.0325	\$ 0.0065
Three-Year Term	\$ 0.0305	\$ 0.0061

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Issued: November 30, 2007

Effective: January 1, 2008

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CANCELLED  
July 1, 2009  
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**SECTION 4 - RATE SCHEDULES (CONT'D)**

**4.1 Usage Rates (Cont'd)**

**4.1.3. Switched Outbound Usage Rates**

Switched outbound Service permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

Term Commitment	Initial 30 Seconds	Additional 6 Seconds
Month-to-Month	\$ 0.0595	\$ 0.0119
One-Year Term	\$ 0.0575	\$ 0.0115
Two-Year Term	\$ 0.0545	\$ 0.0109
Three-Year Term	\$ 0.0525	\$ 0.0105

**4.1.4. Dedicated Outbound Usage Rates**

Dedicated outbound Service permits outward calling to stations in diverse service areas. Dedicated outbound Service is distinguished from other services by the existence of a Dedicated Access/Special Access connection on one end.

Term Commitment	Initial 30 Seconds	Additional 6 Seconds
One-Year Term	\$ 0.0345	\$ 0.0069
Two-Year Term	\$ 0.0325	\$ 0.0065
Three-Year Term	\$ 0.0305	\$ 0.0061

**4.2. Calling Card Programs**

**4.2.1. Commercial Calling Card Plan A**

Initial Billing Increment: 30 Seconds  
Additional Billing Increment: 6 Seconds

Per 30 Seconds Rate: \$0.15  
Per 6 Seconds Rate: \$0.03

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Issued: April 16, 2007

Effective: May 16, 2007

Issued By: David Lloyd, Director-Tariffs  
Comcast Business Communications, LLC  
183 Inverness Dr. W  
Englewood, CO 80112

CANCELLED  
January 1, 2008  
Missouri Public  
Service Commission

**TN-2007-0398**

**Filed**  
Missouri Public  
Service Commission

MO06-001c

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**SECTION 4 - RATE SCHEDULES (CONT'D)**

[Reserved for Future Use]

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Issued: April 16, 2007

Effective: May 16, 2007

Issued By: David Lloyd, Director-Tariffs  
Comcast Business Communications, LLC  
183 Inverness Dr. W  
Englewood, CO 80112

CANCELLED  
July 1, 2009

Missouri Public  
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XD-2009-0405; JX-2009-0839

**TN-2007-0398**

**Filed**  
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**SECTION 5 - SPECIAL PROMOTIONAL OFFERINGS**

The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings of limited duration designed to attract new subscribers or to increase subscriber awareness of a particular Service offering. Such Promotional Offerings will be limited to specific dates, times, and locations. Except for the rates charged under such promotions, all other applicable terms and conditions contained in this tariff will apply to such Promotional Offerings. The Company, pursuant to all applicable laws and regulations, will notify the Commission prior to the start of such Promotional Offerings about the availability and duration of such Promotional Offerings.

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Issued: April 16, 2007

Effective: May 16, 2007

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Englewood, CO 80112

CANCELLED  
July 1, 2009

Missouri Public

Service Commission

XD-2009-0405; JX-2009-0839

**TN-2007-0398**

**Filed**

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MO06-001c

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**SECTION 6 - GRANDFATHERED SERVICES**

**6.1. Residential 1+ Calling Programs**

*Services and rates listed in this section are available to existing subscribers only as of .*

- 6.1.1. Residential Calling Plan A** - Residential Calling Plan A offers Residential Customers a plan combining a flat per-minute, non-distance sensitive charge for their intrastate calling. The rates apply when Calls are completed without the assistance of a live or automated operator and billed to the telephone number from which the Call originates, and which is pre-subscribed to this Service plan. This Service may be utilized for Calls that originate on a Residential line.

Initial Billing Increment: One Minute

Additional Billing Increment: One Minute

Per Minute Rate: \$0.18

**6.2. Commercial Switched Access 1+ Calling Programs**

*Services and rates listed in this section are available to existing subscribers only as of .*

- 6.2.1. Commercial Calling Plan A** - Commercial Calling Plan A offers Commercial Customers a plan offering a non-distance sensitive charge for their intrastate calling. The rates apply when Calls are completed without the assistance of a live or automated operator and billed to the telephone number from which the Call originates, and which is pre-subscribed to this Service plan. This Service may be utilized for Calls that originate on a Commercial line.

Initial Billing Increment: 18 Seconds

Additional Billing Increment: 6 Seconds

Per 18 Seconds Rate: \$0.0618

Per 6 Seconds Rate: \$0.0206

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Issued: April 16, 2007

Effective: May 16, 2007

Issued By: David Lloyd, Director-Tariffs  
Comcast Business Communications, LLC  
183 Inverness Dr. W  
Englewood, CO 80112

CANCELLED

July 1, 2009

Missouri Public

Service Commission

XD-2009-0405; JX-2009-0839

**TN-2007-0398**

**Filed**

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MO06-001c

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**SECTION 6 - GRANDFATHERED SERVICES (CONT'D)**

**6.3. Commercial Switched Access Toll-Free Calling Programs**

*Services and rates listed in this section are available to existing subscribers only as of .*

- 6.3.1. Commercial Toll-Free Calling Plan A** - Commercial Toll-Free Calling Plan A offers Commercial Customers a non-distance sensitive charge for their intrastate calling. This Service plan allows for inward dialing in which the Customer, not the Calling Party, pays for the Call's charges. This Service plan may be utilized for termination on a Commercial line.

Initial Billing Increment:	18 Seconds
Additional Billing Increment:	6 Seconds

Per 18 Seconds Rate:	\$0.0627
Per 6 Seconds Rate:	\$0.0209

**6.4. Commercial Dedicated Access 1+ Calling Programs**

*Services and rates listed in this section are available to existing subscribers only as of .*

- 6.4.1. Commercial Dedicated 1+ Calling Plan A** - Commercial Dedicated 1+ Calling Plan A is an intrastate dedicated digital Interexchange Channel Service in which Customers employ full-time transmission Service utilizing entirely dedicated access arrangements between Company's network and Customer's premises. The Customer is required to interconnect with Company at the Point-of Presence closest to Customer's premises.

Initial Billing Increment:	18 Seconds
Additional Billing Increment:	6 Seconds

Per 18 Seconds Rate:	\$0.0618
Per 6 Seconds Rate:	\$0.0206

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Issued: April 16, 2007

Effective: May 16, 2007

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CANCELLED  
July 1, 2009

Missouri Public

Service Commission

XD-2009-0405; JX-2009-0839

**TN-2007-0398**

**Filed**

Missouri Public  
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MO06-001c

**SECTION 6 - GRANDFATHERED SERVICES (CONT'D)**

**6.5. Commercial Dedicated Access Toll-Free Calling Programs**

*Services and rates listed in this section are available to existing subscribers only as of .*

**6.5.1. Commercial Dedicated Toll-Free Calling Plan A** - Commercial Dedicated Toll-Free Plan A is an inbound intrastate dedicated digital Interexchange Channel Service in which Customer employs full-time transmission Service utilizing entirely dedicated access arrangements between Company's network and Customer's premises. Customer is required to interconnect with Company at the Point-of-Presence closest to Customer's premises.

Initial Billing Increment:	18 Seconds
Additional Billing Increment:	6 Seconds

Per 18 Seconds Rate:	\$0.0627
Per 6 Seconds Rate:	\$0.0209

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Issued: November 30, 2007

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183 Inverness Dr. W  
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CANCELLED  
July 1, 2009

Missouri Public  
Service Commission

XD-2009-0405; JX-2009-0839

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**SECTION 6 - GRANDFATHERED SERVICES (CONT'D)**

**6.5. Commercial Dedicated Access Toll-Free Calling Programs**

*Services and rates listed in this section are available to existing subscribers only as of .*

- 6.5.1. Commercial Dedicated Toll-Free Calling Plan A** - Commercial Dedicated Toll-Free Plan A is an inbound intrastate dedicated digital Interexchange Channel Service in which Customer employs full-time transmission Service utilizing entirely dedicated access arrangements between Company's network and Customer's premises. Customer is required to interconnect with Company at the Point-of-Presence closest to Customer's premises.

Initial Billing Increment:	18 Seconds
Additional Billing Increment:	6 Seconds

Per 18 Seconds Rate:	\$0.0627
Per 6 Seconds Rate:	\$0.0209

**6.6. Calling Card Programs**

*Services and rates listed in this section are available to existing subscribers only as of .*

- 6.6.1. 30/30 Residential Calling Card Plan** - The 30/30 Residential Calling Card is available to Company's Residential Customs who hold a valid Company Calling Card. Calls are placed by dialing a toll-free number furnished by Company, and then entering the Authorization Code followed by the destination number. This plan only applies to Calls completed without live or automated operator assistance. This plan is available to Customers who have a Residential line pre-subscribed to Company for Service.

**A. Rates**

Initial Billing Increment:	1 Minute
Additional Billing Increment:	1 Minute
Per Minute Rate:	\$0.30

**B. Surcharge**  
In addition to the rate listed above, there is a surcharge of \$0.30 per call for use of this Service. This Service is not subject to the Payphone Surcharge listed in section 2.12.1.A of this tariff.

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Issued: April 16, 2007

Effective: May 16, 2007

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183 Inverness Dr. W  
Englewood, CO 80112

CANCELLED  
January 1, 2008  
Missouri Public  
Service Commission

**TN-2007-0398**

**Filed**  
Missouri Public  
Service Commission

MO06-001c

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Issued: November 30, 2007

Effective: January 1, 2008

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CANCELLED  
July 1, 2009  
Missouri Public  
Service Commission  
XD-2009-0405; JX-2009-0839

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**SECTION 6 - GRANDFATHERED SERVICES (CONT'D)**

**6.7. Prepaid Calling Card Service Programs**

*Services and rates listed in this section are available to existing subscribers only as of .*

Prepaid Calling Card Service allows a Customer to pay a fixed dollar amount in advance for outbound long distance Service for Calls placed using Company Prepaid Calling Cards. The Customer will use a toll-free number listed on the card to access this Service.

Use is deducted from the card on a real-time basis. All Calls must be charged against a card that has a sufficient available balance. The Customer will be notified one (1) minute in advance of the exhaustion of the card. Calls in progress will be terminated by Company if the balance of the card is insufficient to continue the Call. Cards are non-refundable and cannot be recharged. The expiration date is printed on the card.

The following types of Calls may not be completed through use of Prepaid Calling Card Service:

- Calls to 900 and 976 numbers
- Calls to Directory Assistance
- Operator assistance calls

Prepaid Calling Card Service is offered on a first-come, first-served basis.

Calls are billed in whole one-minute increments with partial minutes of usage rounded up to the next full minute. Calls originating from payphones are subject to a surcharge indicated as the "Payphone Surcharge," in addition to the regular charge for the Call.

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Issued: April 16, 2007

Effective: May 16, 2007

Issued By: David Lloyd, Director-Tariffs  
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Englewood, CO 80112

CANCELLED  
January 1, 2008  
Missouri Public  
Service Commission

**TN-2007-0398**

**Filed**  
Missouri Public  
Service Commission

MO06-001c

**SECTION 6 - GRANDFATHERED SERVICES (CONT'D)**

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(D)

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Issued: November 30, 2007

Effective: January 1, 2008

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183 Inverness Dr. W  
Englewood, CO 80112

CANCELLED  
July 1, 2009  
Missouri Public  
Service Commission  
XD-2009-0405; JX-2009-0839

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**SECTION 6 - GRANDFATHERED SERVICES (CONT'D)**

**6.7. Prepaid Calling Card Service Programs (Cont'd)**

**6.7.1. Collector Prepaid Calling Card Service**

Company will provide Prepaid Calling Card Service using cards where the card itself has a value (e.g., includes a picture or a licensed property or because of the material used in making the card) that is distinct from the value of the telecommunications service. Consequently, the sale price of the card may exceed the value of telecommunications service.

The value of the telecommunications service (in minutes or dollars) will be indicated visibly on the card prior to purchase. Cards may be used for both domestic and international Services, or may be limited to domestic use only.

**A. Hockey Collector Prepaid Calling Card**

This Collector card will feature nationally known hockey players, and will be offered in sets or on a per-card basis.

<u>Card</u> <u>Denomination</u>	<u>Per Minute Charge for</u> <u>Telecommunications Service</u>	<u>Payphone</u> <u>Surcharge</u>
15 Minutes	\$0.15	Per Call Charge Equal to the Rate for 1 Minute of Usage

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Issued: April 16, 2007

Effective: May 16, 2007

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CANCELLED  
January 1, 2008  
Missouri Public  
Service Commission

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MO06-001c