

P.S.C. MO. NO. 1

KR & R INVESTMENT CORP.
d/b/a UPLINK

ORIGINAL SHEET 1

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TITLE SHEET

MO. PUBLIC SERVICE COMM

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

KR & R INVESTMENT CORP.
d/b/a UPLINK

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by KR & R Investment Corp. d/b/a UPLINK with its principal offices at 1205 University Avenue, Suite 1000, Columbia, Missouri 65201. This tariff applies for services furnished within the State of Missouri. This tariff is on file with the Missouri Public Service Commission ("PSC") and copies may be inspected, during normal business hours, at the Company's principal place of business.

KR & R Investment Corp. d/b/a UPLINK operates as a competitive telecommunications company as defined by Case No. TO-88-142 within the State of Missouri.

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Issued: April 30, 1998

Effective ~~April 30, 1998~~

By: Mark R. Leifield
President
KR & R Investment Corp. d/b/a UPLINK
1205 University Avenue, Suite 1000
Columbia, Missouri 65201

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WAIVER OF RULES AND REGULATIONS

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The following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein.

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STATUTES

Section 392.240(1)	Rates-reasonable average return on investment
Section 392.270	Property valuation
Section 392.280	Depreciation rates
Section 392.290	Issuance of stocks and bonds
Section 392.310	Issuance of stocks and bonds
Section 392.320	Issuance of stocks and bonds
Section 392.330	Issuance of stocks and bonds
Section 392.340	Reorganization

COMMISSION RULES

4 CSR 240-10.020	Income on depreciation fund investments
4 CSR 240-30.010(2)(C)	Posting exchange rates at central offices
4 CSR 240-32.030(1)(B)	Exchange boundary maps
4 CSR 240-32.030(1)(C)	Record of access lines
4 CSR 240-32.030(2)	Records kept within the state
4 CSR 240-30.040(1-3)	Uniform System of Accounts
4 CSR 240-30.040(5)(6)	Uniform System of Accounts
4 CSR 240-32.050(3-6)	Telephone directories
4 CSR 240-32.070(4)	Coin telephones
4 CSR 240-33.030	Inform customers of lowest priced service
4 CSR 240-33.040(5)	Finance fee

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KR & R Investment Corp. d/b/a UPLINK
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TARIFF FORMAT

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- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the PSC. For example, the 4th revised Sheet 14 would cancel the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. that the PSC follows in its tariff approval process, the most current sheet number on file with the PSC is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric 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).

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TARIFF FORMAT

(Continued)

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- D. Check Sheets - When a tariff filing is made with the PSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff and gives 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 on the check sheet with an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages.) The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the PSC.

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CHECK SHEET

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The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). The original and revised sheets named below comprise all changes from the original tariff, and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	17	Original
2	Original	18	Original
3	Original	19	Original
4	Original	20	Original
5	Original	21	Original
6	Original	22	Original
7	Original	23	Original
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
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EXPLANATION OF SYMBOLS

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The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change resulting in an increase to a Customer's bill
- M - Moved from another tariff location
- N - New
- R - Change resulting in a reduction to a Customer's bill
- T - Change in text or regulation but no change in rate or charge

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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For the purposes of this tariff, the following definitions will apply:

1.1. Company

KR & R Investment Corp. d/b/a UPLINK, 1205 University Avenue, Suite 1000,
Columbia, Missouri 65201, a corporation organized under the laws of the State of
Missouri.

1.2. Customer

Denotes any individual, company or other entity, or any duly authorized agent thereof,
that utilizes the Services offered under this tariff.

1.3. Day

From 7:00 AM up to, but not including, 8:00 PM local time Monday through Friday.

1.4. Evening/Weekend

From 8:00 PM up to, but not including, 7:00 AM local time Monday through Friday, and
24 hours a day on Saturday, Sundays and Holidays.

1.5. PSC

The Missouri Public Service Commission.

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1.6. Holidays

The Company's recognized holidays are New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

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1.7. Service(s)

The communications offerings provided by the Company.

1.8. Underlying Carrier

A facilities-based intrastate interexchange carrier or reseller providing the Services being resold by the Company.

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SECTION 2 - RULES AND REGULATIONS

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2.1. Application of Tariff

2.1.1. This tariff contains the regulations and rates applicable to intrastate resale of telecommunications services provided by the Company to business and residential customers for telecommunications between points within the State of Missouri. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

2.1.2. The Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but involve the resale of the facilities and/or services of underlying common carriers.

2.1.3. The rates and regulations contained in this Tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

2.2. Undertaking of the Company

2.2.1. The Company's services and facilities are furnished for communications originating at specified points within the State of Missouri under the terms of this tariff. The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company will resell long distance services to customers within the State of Missouri.

2.2.2. The Company shall be responsible only for the resale of the Services it offers.

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KR & R Investment Corp. d/b/a UPLINK
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Columbia, Missouri 65201

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2.2.3. The Company's Services are available twenty-four hours per day, seven days per week.

2.3. Limitations of Service

2.3.1. All Service is offered subject to availability of the necessary facilities of underlying carriers, to the provisions of this tariff, and to applicable law.

2.3.2. Except as indicated otherwise herein, the Company reserves the right to refuse or discontinue Service immediately to Customers without incurring liability:

- A. For non-payment of any sum owing to the Company;
- B. For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, credit card numbers or pre-arranged account code numbers;
- C. For any violation by a Customer related to the request for such Service of either the provisions of this Tariff or any applicable laws, rules, regulations, or policies of any governmental authority;
- D. By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such Service;
- E. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or Services;
- F. If such refusal or discontinuance is otherwise made

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necessary by conditions beyond the Company's
control.

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2.3.3. The Company may discontinue service to a Customer for nonpayment of disputed charges or other violation of this tariff or provisions of applicable law upon 10 days' written notice to the Customer without incurring any liability for damages due to the loss of telephone service.

2.3.4. The Customer may not transfer or assign its rights or duties under this tariff without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such assignees or transferees that the Company has authorized.

2.4. Liabilities of the Company

2.4.1. Except as stated in this Subsection, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights, obligations, or privileges contemplated by this tariff. This tariff does not limit the liability of the Company for willful misconduct.

2.4.2. The liability of the Company to its Customer(s) resulting in whole or in part from, or arising in connection with, the furnishing of Service under this tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, shall not exceed an amount equal to the lesser of \$500 or the charge applicable under this tariff to the call or calls affected. No other liability in any event shall attach to the Company, including liability resulting from the unavailability of Service due to the failure or inoperability of any Customer-provided communications equipment.

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- 2.4.3. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: Acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or labor difficulties.
- 2.4.4. The Company shall not be liable for any claim or loss, expense or damage arising out of the provision of Service (including direct, special or consequential damages, attorney fees or court costs), or for any interruption, delay, error, omission, or defect in any Service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company.
- 2.4.5. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damage, including punitive damages, attorney fees and court costs, brought or caused by the Customer or third parties and arising out of any act or omission of the Customer in the course of any authorized use, unauthorized use or misuse of the Company's Services, or the Customer's equipment or facilities. Unauthorized use or misuse of the Customer's equipment or facilities includes, but is not limited to, the unauthorized use or misuse of such equipment or facilities by the Customer's agent(s) or other third parties. The Company does not warrant or guarantee that it can prevent such unauthorized use or misuse, and the Customer is responsible for controlling access to, and use of, its own equipment and facilities.
- 2.4.6. The Company shall not be liable for, and shall be fully indemnified and held

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harmless by the Customer against, any claim or loss, expense or damage (including indirect, special or consequential damages, attorney fees or court costs) for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury or harm to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer.

2.4.7. **THE COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

2.4.8. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company unless the Company or a duly authorized agent or employee of the Company so authorizes in writing.

2.5. Provision of Equipment

2.5.1. Customer-provided communications equipment at the Customer's premises for use in connection with Services provided hereunder shall be so constructed, maintained and operated as to work satisfactorily with the Services and facilities of the Company, and/or the Company's Underlying Carriers. Such Customer-provided equipment shall be in compliance with all applicable rules and regulations of the Missouri Public Service Commission and the Federal Communications Commission, the laws of the State of Missouri and the

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requirements of the Communications Act of 1934, as amended.

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2.5.2. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to Services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Services under this tariff in the proper manner. Subject to this requirement, the Company shall not be responsible for:

- A. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
- B. the reception of signals by Customer-provided equipment; or
- C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.6. Payment for Services

2.6.1. The Customer is responsible for the payment of all charges for Services furnished to the Customer and Customer's agent(s) or patrons of the Customer, and for all calls placed by or through Customer's equipment directly or via any remote access features. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card or credit card calls.

2.6.2. The Company's bills are due upon receipt. If full payment is not received within 30 days after the bill is issued, a late payment penalty on the unpaid balance shall

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President
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be assessed at the rate of 1.5% per month or at the maximum permissible rate under applicable law, whichever is greater.

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- 2.6.3. Disputes with respect to charges must be presented to the Company in writing within sixty (60) days from the date the bill in question is issued or such bill will be deemed correct and binding on the Customer. If a billing dispute arises, Customer may request, and the Company will provide, a review of the disputed amount. The undisputed portion of the relevant bill and all subsequent bills must continue to be paid on a timely basis.
- 2.6.4. Customers may refer billing disputes and any other complaints to the Company at (573) 443-3798, or to the Missouri Public Service Commission, P.O. Box 360, Jefferson, Missouri 65102 at (800) 392-4211.
- 2.6.5. The Customer shall be liable to the Company for the cost of collection of all charges owed to the Company. Collection fees on unpaid charges will accrue at a rate of 1.5% per month. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.
- 2.6.6. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the Customer shall pay the reasonable attorneys fees and costs of the Company in prosecuting such proceedings and appeals therefrom. In the event that the Company suspends the provision of Services to the Customer pursuant to the provisions of this tariff, the Company will re-connect the Customer to such Services only when all debts of the Customer to the Company, including accrued interest and other expenses

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and costs of collection, have been fully discharged to the satisfaction of the Company.

2.6.7. All applicable taxes and franchise fees for the provision of telecommunications services and which, pursuant to the rules and regulations governing such applicable taxes and franchise fees may be charged directly to the Customer, will be separately stated on the Customer's bill and charged to, and collected from, the Customer. It shall be the responsibility of the Customer to pay these taxes, and to accept the liability for any such unpaid taxes that may subsequently become applicable retroactively.

2.6.8. A return check charge of \$20.00 or 5% of the amount of the check, whichever is greater, will be assessed for checks returned for insufficient funds.

2.7. Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.8. Liability of the Customer

The Customer, and not the Company, shall be liable for damage to the Underlying Carrier's facilities utilized to provide Services under this tariff that are caused by the negligence or willful act of the Customer or its agent(s), or that result from the improper use of the Underlying Carrier's facilities by the Customer or its agent(s). Nothing in the foregoing sentence shall be interpreted to hold one Customer liable for another

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Customer's actions.

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2.9. Use of Service

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2.9.1. The Services offered hereunder may be used to transmit communications of the Customer in a manner consistent with the terms of this tariff, the policies and regulations of the Missouri Public Service Commission. The Services offered hereunder shall not be used for any unlawful purpose.

2.9.2. The use of the Company's services without payment for service and any attempt to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.10. Interruption of Service

2.10.1. Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and applicable law, and may continue such interruption until any items of non-compliance so identified are rectified.

2.10.2. The Company will consider customer requests for credit for faulty or incorrect connections and for other problems experienced by customers in the use of the Company's services on a case-by-case basis, and will provide reasonable credit in those cases in which it determines that the request is justified and the Company was at fault. All credit allowances shall be subject to the provisions of Section 2.4. above. It shall be the obligation of the customer to notify the Company immediately of any service problems for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the problem

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experienced is not being caused by any action or omission by the customer within
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2.11. Billing Arrangements

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The Customer will either be billed directly by the Company or its intermediary, or charges will be included in the Customer's regular telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.

2.12. Deposits

The Company does not require a deposit from the Customer.

2.13. Advance Payments

The Company does not require advance payments from the Customer.

2.14. Failure to Notify or Enforce

The failure to give notice of default, to enforce or to insist upon compliance with any of the terms or conditions herein, the waiver of any terms or conditions herein, or the granting of an extension of time for performance by the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions of this tariff shall remain at all times in full force and effect unless and until modified in writing.

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SECTION 3 - DESCRIPTION OF SERVICE

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3.1. Timing of Calls

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3.1.1. When Billing Charges Begin and Terminate for Phone Calls

The chargeable time for a long distance call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Unanswered calls are not billed. Chargeable time ends when the calling station hangs up or otherwise terminates the call. If the called station hangs up or otherwise terminates the call but the calling station does not, chargeable time ends when the connection is released either by automatic timing equipment in the telecommunications network or by the underlying carrier's operator.

3.1.2. Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is 1 minute for a connected call. Calls beyond 1 minute are billed in 1 minute increments. The Customer will not be billed for the first 5 seconds beyond a given minute. After the first 5 seconds, the Customer will be billed for an additional minute.

3.1.3. Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

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By: Mark R. Leifield
President
KR & R Investment Corp. d/b/a UPLINK
1205 University Avenue, Suite 1000
Columbia, Missouri 65201

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3.1.4. Uncompleted Calls

There shall be no charge for uncompleted calls.

3.2. Calculation of Distance

Billing will not be based on distance. Every call within the State of Missouri will be billed, regardless of distance, at rates that vary based on the time and day on which the call is made as indicated in Section 4 below.

3.3. Service Offerings

3.3.1. Types of Service

Direct dialed intrastate long distance message telecommunications service (MTS) is available at the rates listed in 4.1.

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President
KR & R Investment Corp. d/b/a UPLINK
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Columbia, Missouri 65201

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SECTION 4 - RATES

4.1. Direct Dialed MTS Service

Direct Dialed MTS Service is billed by whole minutes, with partial minutes of usage rounded up to the next whole minute as indicated in Section 3.1.2 above. Rates apply irrespective of mileage and time of day. Customers may choose either of two calling plans set forth in Sections 4.1.1. and 4.1.2., below.

4.1.1. Basic Plan

MTS service under the Basic Plan will be billed as follows:

	<u>Initial Minutes</u>	<u>Additional Minutes</u>
Day:	\$0.1100	\$0.1100
Evening/Weekend:	\$0.1100	\$0.1100

4.1.2. Premium Plan

MTS service under the Premium Plan will be billed at a flat rate of \$3.00 per month or as follows, whichever amount is greater:

	<u>Initial Minutes</u>	<u>Additional Minutes</u>
Day:	\$0.0900	\$0.0900
Evening/Weekend:	\$0.0900	\$0.0900

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KR & R Investment Corp. d/b/a UPLINK
1205 University Avenue, Suite 1000
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4.2. Determining Applicable Rate in Effect

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For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day rate applies to the initial minute and to any additional minutes that the call continues during that rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to that entire minute.

4.3. Directory Assistance

Calls to directory assistance will be charged at the rate of \$0.50 per call.

4.4. Promotions

The Company may from time to time engage in special promotional service offerings 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 and any other specified terms and conditions of those promotions, all terms and conditions of service contained in this tariff shall apply to the Company's promotional service offerings. These promotions will be subject to prior notification and approval by the PSC.

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