TITLE SHEET

INTRASTATE TELECOMMUNICATIONS SERVICES

This tariff applies to the Intrastate Telecommunications Services furnished by AboveNet Communications, Inc. ("AboveNet" or "Carrier") between one or more points in the State of Missouri. This tariff is on file with the Public Service Commission of Missouri, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 360 Hamilton Avenue, White Plains, New York 10601 (914) 421-6700.

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XN-2004-0332

AboveNet Communications, Inc.. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

STATUTES

392.240(1)	Ratemaking
392.270	Valuation of Property (Ratemaking)
392.280	Deprecation of Accounts
392.290	Issuance of Securities
392.310	Stock and Debt Issuance
392.320	Stock Dividend Payment
392.340	Reorganization(s)
392.330, RSMo Supp. 1999	Issuance of Securities, Debts and Notes

COMMISSION RULES

4 CSR 240-10.020	Depreciation of 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(2)	In-state record keeping.
4 CSR 240-32.030(4)(A)(2)	Application Numbers
4 CSR 240-32.030 (4)(C)	Exchange Boundary Map
4 CSR 240-32.050(c)	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 Charge Rules
4 CSR 20-33.040(5)	Financing Fees

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SYMBOLS

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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TARIFF FORMAT

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 Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to 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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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

Carrier - Refers to AboveNet Communications, Inc.

Commission - Refers to the Public Service Commission of Missouri.

Common Carrier - A company or entity providing telecommunications services to the public.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Off Peak - Refers to Monday – Friday 6:00 p.m. until 5:59 a.m. and any time on Saturday or Sunday.

On-Net Customer - Refers to Customers within the following LATAs: 132, 236, 238, 240, 460, 723, 730, 726, and 732.

Peak - Refers to Monday – Friday 6:00 a.m. until 5:59 p.m.

Subscriber/Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

User - The person(s) utilizing Carrier's services.

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

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

2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier 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 Carrier.

2.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.

2.1.4 Carrier's failure to insist upon strict performance of the terms of this tariff or to exercise any rights or remedies set forth in this tariff shall not waive any of Carrier's rights to require strict performance of such terms, to assert any of the same rights, or to rely on any such terms any time thereafter.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Use of Services

2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 Carrier's services are available for use twenty-four hours per day, seven days per week.

2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.

2.2.7 Customer may not assign or transfer, at any time prior to or after the commencement of the service, the Customer's service or any rights or obligations there under without the prior written consent of Carrier which consent shall not be unreasonably withheld. An assignment shall be deemed to include any change of voting or management control of Customer. All regulations and conditions contained in this tariff shall apply to all such assignees or transferees, as well as all conditions for service. Any unauthorized assignment shall be null and void except as ratified by Carrier.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier

2.3.1 Except as otherwise stated in this section, the liability of the Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.

2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, the Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

2.3.3 The liability of the Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 The Carrier shall not be liable for any claims for loss or damages involving:

A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Carrier; or (3) common carriers or warehousemen;

B. Any delay or failure of performance or equipment due to causes beyond the Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

C. Any unlawful or unauthorized use of the Carrier's facilities and services;

D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier- provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;

E. Breach in the privacy or security of communications transmitted over the Carrier's facilities;

F. Changes in any of the facilities, operations or procedures of the Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Carrier and is not provided to the Customer, in which event the Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.

G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4. (Cont'd)

H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Carrier's facilities;

I. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

J. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;

K. Any act or omission in connection with the provision of 911, E911, or similar services;

L. Any noncompletion of calls due to network busy conditions;

M. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.5 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.7 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 the other entities.

2.3.8 THE SERVICES SET FORTH HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN. ABOVENET'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE BETWEEN CUSTOMER AND ABOVENET SHALL NOT EXCEED THE ESTIMATED MONTHLY CHARGES AS CALCULATED BY ABOVENET FOR THE MONTH DURING WHICH SUCH LIABILITY ARISES

2.3.9 If a third party solicits a Customer's order on behalf of Carrier or promotes or endorses to the Customer the use of service, or provides all or a portion of such service with, for, or on behalf of Carrier, or if a third party is involved in any other way, Carrier and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either Carrier or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber

2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.

2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.

2.4.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required by Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.

2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.

2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.

2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.

2.4.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier of which it is aware.

2.4.11 If Carrier hires a collection agency to collect, or attempt to collect, any charges owed Carrier, Customer will be liable to Carrier for an additional payment equal to thirty-five percent (35%) of the charges owed, where permitted by applicable law. If Carrier incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed Carrier other than by hiring a collection agency, Customer will be liable to Carrier for the payment of all such fees and expenses reasonably incurred.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services

2.5.1 General

A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by the Carrier under this tariff.

B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Carrier to be impaired.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.2 Limitations on Allowances

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

A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Carrier, including but not limited to the Customer or other common carriers connected to the service of the Carrier;

B. due to the failure of power, equipment, systems, or services not provided by the Carrier;

C. due to circumstances or causes beyond the control of the Carrier;

D. during any period in which the Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

E. during any period in which the Customer continues to use the service on an impaired basis;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.2. Limitations on Allowances (Cont'd)

F. during any period when the Customer has released service to the Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

H. that was not reported to the Carrier within thirty (30) days of the date that service was affected.

2.5.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

2.5.4 Discontinuation or Suspension of Service by Carrier

In addition to any other remedies available to Carrier, Carrier may, upon notice if required by applicable state law, and at its option, unless stated otherwise, discontinue or suspend service, or cancel an application for service for any of the following reasons:

A. For nonpayment of any sum due to Carrier; or

B. In the event of a violation of any of the provisions governing the furnishing of the service under this tariff, or of any Carrier rule of general application with respect to the use of service; or

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.4 Discontinuation or Suspension of Service by Carrier (Cont'd)

C. Without notice, in the event of a violation of any law, rule, regulation or policy of any government authority having jurisdiction over the service; or

D. Without notice, by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such service; or

E. In the event when payment for service is made by a check, draft, or similar instrument that is returned unpaid by a bank or another financial institution to Carrier for any reason; or

F. In case of any intentional or de facto transfer or assignment of service without the expressed written authorization of Carrier; or

G. In the event of Customer's insolvency; or

H. Failure to pay deposit requested by Carrier in accordance with Section 2.10 of this tariff; or

I. A general assignment by the Customer for the benefit of its creditors; or

J. Without notice, if Carrier deems such action necessary to protect against fraud or to otherwise protect Carrier's personnel, agents, facilities or service; or

K. In the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to Carrier's equipment; or

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.4 Discontinuation or Suspension of Service by Carrier (Cont'd)

L. Customer refuses to furnish information or furnish false information that (i) is essential for billing; or (ii) pertains to Customer's creditworthiness, Customer's status under federal and/or state low income programs, Customer's past or current use of common carrier communications service, or Customer's planned use of such service; or

M. Carrier has received notice from Customer's local telephone company that the local telephone company has cancelled Customer's local exchange service; or

N. Customer's service usage charges exceed established parameters based on Customer's history of usage, which may indicate a likelihood of non-payment or possible fraud; or

O. Customer has been given written notice by Carrier of any past due amount (which remains unpaid, in whole or in part) for any of Carrier's or an affiliated carrier's service to which Customer either subscribes or had subscribed or used; or

P. Customer use the service to transmit or receive a message, locate a person, or otherwise give or obtain information without payment for the service (i.e., signaling); or

Q. Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by (i) using or attempting to use service by rearranging, tampering with, or making connections to service in an unauthorized manner; or (ii) using tricks, schemes, false or invalid numbers, false credit devices, or other fraudulent means or devices; or

R. Customer acts, or fails to act, in a manner that hinders or frustrates any investigation by Carrier or others having legal authority to investigate Customer's legal obligations; or

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.4 Discontinuation or Suspension of Service by Carrier (Cont'd)

S. Customer's telephone equipment fails to pass back to Carrier the appropriate signal to start and stop billing for a call; or

T. Customer was previously provided with notice of breach of contract, took corrective action, but thereafter engages in the same breach activity; or

U. Customer subscribes to a Carrier-issued calling card service and has not used the service (with the exception of calls to Directory Assistance) for 24 months. In such case, Carrier may deactivate the calling card to reduce the risk of fraud or abuse. If Customer wishes to renew service, Carrier will promptly provide a new card; or

V. Carrier has made available service to Customer and Customer has failed to place the available service into actual and substantial use during the 90-day period immediately following its availability, or, if during any service term, Customer has not actually and substantially used the available service for any consecutive 90-day period (as used in this paragraph, "actual and substantial use" will mean a pattern of use that discloses an intent on Customer's part to employ the service to transmit information of Customer's choosing); or

W. Customer acts in a manner that is threatening, obscene, harassing, or abusive to Carrier personnel.

X. If Carrier terminates service as set forth above, in addition to any other remedies available to Carrier, the Customer shall pay to Carrier any amounts due as a result of such termination of service, including, without limitation, any specified discontinuance charges (as an early discontinuance fee and not as a penalty) the same as if the Customer had terminated service as set forth in Section 2.6.4 above. The Customer must pay all specified amounts within thirty (30) days of termination of service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Billing Arrangements

2.6.1 Carrier will render bills monthly. Payment is due within thirty (30) days after the Subscriber's receipt of its bill.

2.6.2 Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of the receipt. The penalty may be assessed only once on any bill for rendered service. A charge of $15.00 may be imposed for returned checks.

2.6.3 To the extent that Customer has a minimum spend commitment (net of any applicable term plan or other discounts), if the total charges incurred by the Customer for all usage identified in the term plan as being contributory toward meeting the Customer's minimum spend commitment for any monthly billing period are not at least equal to their timer plan minimum, then for that month the Customer shall pay an additional charge (as a service underutilization charge and not as penalty) equal to the difference between the Customer's term plan minimum and the total amount of net usage charges for contributory usage incurred that month.

2.7 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Subscribers or Users.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Subscriber and Carrier for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action within thirty (30) days of the billing date:

2.8.1 First, the Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

2.8.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Subscriber may file an appropriate complaint with the Public Service Commission of Missouri. The Commission's address is:

Public Service Commission of Missouri
Governor Office Building
200 Madison Street
Jefferson City, Missouri 65102-0360

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Billing Entity Conditions

When billing functions on behalf of Carrier 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.

2.10 Deposits

A. If Carrier becomes concerned at any time about Customer's ability to pay for services, Carrier may require that Customer pay its charges within a specified number of days and that Customer make such payments in cash or the equivalent of cash.

B. If Customer's telecommunications payment history is not acceptable to Carrier or if Customer's telecommunications payment history is unknown or indeterminable, Customer may be required, at any time, to provide (i) pre-invoice payment based on usage incurred; (ii) a valid major credit card account number from an issuer acceptable to Carrier and authorization for Carrier to charge usage to Customer's credit card account; or (iii) agreement that Customer's usage of Carrier network and services will be subject to toll usage limits to be determined by Carrier. Prior to Customer's compliance with this request, Carrier reserves the right to cease accepting and processing service orders. Carrier may request subsequent additional pre-invoice payments for usage and may increase or decrease toll usage limits as it deems appropriate. Carrier may refuse to furnish services if any charges owed by Customer to Carrier are past due for service(s) provided.

C When billing and collection for Carrier service is performed on Carrier's behalf by a local telephone company, the security deposit requirements and late payment provisions set forth in Customer's service agreement with Customer's local telephone company and/or in its local tariff will apply to Customer's Carrier-provided service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate items and are not included in the quoted rates. Gross receipts tax will not be billed as a separate line item. Carrier reserves the right to adjust its rates and charges, or impose additional rates and charges on its Customers pursuant to charges imposed on Carrier by an order, rule, or regulation of the Federal Communications Commission ("FCC") or other governmental (or quasi-governmental) authority in support of statutory or regulatory programs, including but not limited to Universal Service Fund, Presubscribed Interexchange Carrier Charge, and payphone service provider compensation.

2.12 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate no greater than P.01.

2.13 Promotions

Carrier may from time to time offer promotional services.

2.14 Calculation of Usage Rates

Billing for calls placed over Carrier's network is based in part on the duration of the call. Billing is in six second, eighteen second or minute increments, with a minimum call length of not less than six seconds. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch. A call is terminated when either party (called or calling) hangs up. Upon request of the Subscriber, credit will be provided for uncompleted calls/wrong numbers. Any fractional portion of a call is rounded up to the next highest billing increment. Fractions of a cent are rounded up to the next whole cent.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.14 Calculation of Usage Rates (Cont'd)

2.14.1 Calculation of Distance

Usage charges are based the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involve, as specified in AT&T Tariff F.C.C. No. 10 or its successor document.

Step 1- Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates and the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the square of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 and by ten (10). Round to the next higher whole number if an fraction results from the division.

Step 6 - Obtain square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the cell.

Formula:

$$\sqrt{\frac{(V_1V_2)^2+(H_1H_2)^2}{10}}$$

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.14 Calculation of Usage Rates (Cont'd)

2.14.2 Timing of Calls

2.14.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard Industry answer detection methods, including hardware and software answer detection.

2.14.2.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

2.14.2.3 Minimum call duration for billing purposes is six (6) seconds unless otherwise specified in the individual rate schedules of this tariff.

2.14.2.4 Calls are measured and billed in six (6) second increments unless otherwise indicated in this tariff. Any partial six (6) second increment is rounded up to a full increment.

2.14.3 Time-Of-Day Rate Periods

Unless otherwise specified in Section 5, none of AboveNet's offerings are presently time-of-day sensitive.

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SECTION 3 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS

3.1 DS1 1.544 Mbps Digital Service - General

3.1.1 Description

A. DS1 service is provided only where facilities are available and is subject to the technical limitations of the digital equipment used by the Company as set forth in the PUB 62411 and TR-NPL-000054.

B. DS1 service consists of two point digital channels and equipment which provide for simultaneous two-way transmission of serial, bipolar, return to zero, digital signals at a transmission speed of 1.544 Mbps.

C. DS1 service is designed to provide an average performance of at least 98.75% error-free seconds of transmission measured over a continuous 24 hour period.

D. DS1 service is furnished on a full-time basis, 24 hours a day, seven days a week.

E. Central Office (CO) multiplexing may be provided from suitably equipped multiplexing hubs. The customer is responsible for the assignment of individual channels within the multiplexer and for maintaining records of those assignments. Customer provided multiplexing equipment must confirm with the electrical requirements for channel units specified in PUB 43801 and CB 119.

1) The 1.544 Mbps channel is provided with a local distribution channel(s) and an interoffice channel, local distribution channels only, or, an interoffice channel between two Company designated central offices.

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SECTION 3 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

3.1 DS1 1.544 Mbps Digital Service - General (Cont'd)

3.1.1 Description (Cont'd)

E) (Cont'd)

2) The central office multiplexing capability is provided by a central office multiplexer at designated multiplexing hubs which converts a 1.544 Mbps channel to 24 channels for use with analog data services or to 24 channels for use with digital services.

3.1.2 Service Functions

Service functions are optional features or arrangements that are available for use with DS1 Digital service.

A. Central Office Multiplexing DS1 to Digital allows for up to 24 individual digital private lines to be derived from a 1.544 Mbps circuit. This function is offered for the same customer at multiplexing hubs.

B. Clear Channel Capability (CCC) provides a bipolar with eight zero substitution (B8ZS) encoding technique that allows a customer to transport 1.536 Mbps information rate signals over a 1.544 Mbps circuit with no constraint on the quantity or sequence of ones (mark) and zero (space) bits. This arrangement allows customers to derive 64 Kbps clear channels. This service is provided only on 1.544 Mbps digital service between two customer designated premises and is subject to the availability of facilities. This arrangement requires that customer provided multiplexing equipment to be compatible with the B8ZS line code as specified in TR-NPL-000054 and PUB 62508.

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SECTION 3 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

3.1 DS1 1.544 Mbps Digital Service - General (Cont'd)

3.1.2 Service Functions (Cont'd)

C. Alternate Serving Wire Center provides 1.544 Mbps Digital service over an alternate route to a suitable equipped serving wire center other than that normally serving the customer's designated premises. This option is not available at all locations and where available the Company will designate the serving wire center to be used.

1) The mileage used to determine the monthly rate for distance sensitive local distribution channels required with this option is based on the airline distance directly between the customer's designated premises and the normal serving wire center for that premises as described in Section 5.3.2.A. The mileage used to determine the monthly rate for interoffice channel mileage is based on the normal serving wire center associated with the customer's designated premises as described in Section 3.3.2.B.

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SECTION 3 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

3.2 DS1 1.544 Mbps Digital Service - Responsibility of the Company

3.2.1 Service Provisioning Warranty

A. The Company assures that when a customer orders DS1, service will be installed and available for customer use no later than the confirmed due date. The failure of the Company to meet this confirmed due date will result in the credit of all applicable DS1 service nonrecurring charges for the local distribution channel, and central office multiplexer associated with the missed commitment. The nonrecurring charges will be credited at the rate at which they are billed.

B. The following service configurations are subject to the provisioning warranty.

1) DS1 provided on a two point basis between customer designated premises.

2) DS1 provided between a customer designated premises and a Company hub where central office multiplexing is performed. The desired services associated with central office multiplexing are not included in the warranty.

C. The service provisioning warranty does not apply under the following situations.

1) When the customer requests an expedited due date.

2) When other telephone companies are involved in the installation.

3) When the customer premises is inaccessible.

4) When the customer changes interface requirements.

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SECTION 3 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

3.2 DS1 1.544 Mbps Digital Service - Responsibility of the Company (Cont'd)

3.2.1 Service Provisioning Warranty (Cont'd)

C. (Cont'd)

5) When the customer is not ready to accept service.

6) When building facilities are not ready (including space, cable support structures, building risers and entrance facilities to be provided by the building owner or his subcontracted vendors).

7) When the customer orders termination beyond the network interface.

8) When the customer requests service rearrangements; or moves within the same building.

9) When special construction is required to provision service.

10) When the delay is caused by work stoppage, civil disturbances, criminal actions; or by fire, flooding or other occurrences attributed to an Act of God.

11) When DS1 is provided with Network Reconfiguration service.

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SECTION 3 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

3.2 DS1 1.544 Mbps Digital Service - Responsibility of the Company (Cont'd)

3.2.2 Maintenance Warranty Program

A. Interruption of Service - When service is interrupted for one minute or more, a one-month credit allowance will be made for service, provided that the interruption is brought to the attention of the Company within ten days. For the purpose of determining the amount of allowance, every month is considered to have 30 days.

1) The total credit allowance in any one billing period cannot exceed 100% of the customer's monthly rate for the affected rate elements, regardless of the number or length of service interruptions within a billing month.

2) For point-to-point service, the credit allowance will apply to the local distribution channel(s) and the interoffice channel.

3) For central office multiplexed circuits, the credit allowance will apply as follows.

- If the 1.544 Mbps circuit and/or the central office multiplexer is inoperative, the credit allowance will apply to the local distribution channel, the interoffice channel, and the multiplexer. The allowance for interruption of private line service will apply to those derived private line channels so affected.

- If the central office multiplexer derived channel is inoperative, the allowance for interruption of private line service will apply to those derived private line channels so affected. The credit allowance will not be applied to the 1.544 Mbps rate element.

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SECTION 3 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

3.2 DS1 1.544 Mbps Digital Service - Responsibility of the Company (Cont'd)

3.2.2 Maintenance Warranty Program (Cont'd)

B. No credit allowance will be made for the following interruptions to service.

1) Service interruptions of less than one minute.

2) Service interruptions caused by the negligence of the customer or authorized user.

3) Service interruptions resulting from the failure of equipment provided by the customer or authorized user.

4) Service interruptions which continue due to the failure of the customer to authorize replacement of any element of special construction. The period during which no credit allowance will be made begins on the seventh day after the customer receives the Company's notification of the need for replacement and ends on the day after the Company receives the customer's authorization for replacement.

5) During periods when the customer elects not to release the service for testing and/or repair.

6) During periods when the customer or user has released the service for rearrangement purposes or for the implementation of a customer order.

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SECTION 3 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

3.3 DS1 1.544 Mbps Digital Service – Regulations

3.3.1 Minimum Period

A. The minimum service period is three months.

3.3.2 Determination of Mileage

A. Mileage used to determine the rate for a local distribution channel is the airline distance measured, in increments of ½ mile (a fractional ½ increment being considered as a full ½ mile increment), directly between the customer's premises and the serving central offices.

B. Mileage used to determine the rate for a 1.544 Mbps interoffice channel is the airline distance measured, in one-mile increments, directly between the serving central offices, between a serving central office and the Company multiplexing hub, or between Company multiplexing hubs.

3.3.3 Application of Rates and Charges

A. Service Charges apply as appropriate, in addition to the nonrecurring charges for service.

B. Interoffice Channels - For basic service interoffice channels when the interoffice channel is installed without an associated local distribution channel, the nonrecurring charge applies, per interoffice channel.

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SECTION 3 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

3.3 DS1 1.544 Mbps Digital Service – Regulations (Cont'd)

3.3.3 Application of Rates and Charges (Cont'd)

C. Optional Features

1) For central office multiplexing DS1 to Digital, rates and charges apply for digital private line connections from the central office multiplexer to a customer premises.

3.3.4 Variable Term Payment Plan (VTPP)

A. This plan may not be combined with any bulk billing payment plans.

B. The monthly rates and nonrecurring charges for DS1 are offered under the VTPP as described herein and in Part A, Section 1. The VTPP monthly rates and nonrecurring charges are payable over the following Optional Payment Periods (OPP) as selected by the customer. The month-to-month, 36-month or 60-month OPPs are available to all DS1 customers. Only the local distribution channel, interoffice channels and the alternate serving wire center optional feature are eligible for the OPPs of 36 months or 60 months.

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SECTION 3 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

3.3 DS1 1.544 Mbps Digital Service – Regulations (Cont'd)

3.3.4 Variable Term Payment Plan (VTPP) (Cont'd)

B. (Cont'd)

1) The Available OPPs for DS1 monthly rates are month-to-month, 36 months and 60 months.

2) The available OPPs for DS1 nonrecurring charges are 36 months and 60 months.

- When a customer selects the nonrecurring charge 36- or 60-month OPP, their NRCs reflect a 50% reduction. The total number of nonrecurring charges included in an OPP may not exceed the total number of local distribution channels included in the OPP.

- The OPP selected for the nonrecurring charges must be the same as the OPP established for monthly rates.

- An OPP may not be established only for nonrecurring charges. The monthly rates for the channels which incurred the charges must also be included.

C. Termination Liability - If a customer terminates service or cancels an OPP before the expiration of a commitment period, the customer is subject to a termination liability charge. If a customer terminates service prior to a minimum service period, the minimum service period charges also apply, in addition to the discounted monthly rates for each local distribution channel, for the interoffice channels and for the alternate serving wire center optional feature. The termination charges applicable to DS1 are dependent upon the payment period selected by the customer.

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SECTION 3 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

3.3 DS1 1.544 Mbps Digital Service – Regulations (Cont'd)

3.3.4 Variable Term Payment Plan (VTPP) (Cont'd)

C. Termination Liability (Cont'd)

1) The present value of the outstanding OPP monthly rate is determined in accordance with the principle of the time value of money at an effective interest rate of .99384% monthly.

2) When a customer disconnects some or all discounted channel in order to replace them with other Company provided channels the appropriate minimum service period charges would apply. The termination liability does not apply provided that the orders for the new channels and the disconnect of the existing channels are placed with the Company at the same time and the new channels have an equal or higher channel capacity than the disconnected channels.

3) A customer may, at any time prior to the expiration of the selected payment period for an existing OPP, change to an OPP with a longer payment period at the then effective discount. No termination liability charges will apply for any services extended under the longer commitment period. The monthly rates applicable for the longer commitment period will apply effective with the next bill following the request for the change.

D. Expiration - At the end of the payment period, the customer will have the option of subscribing to any then effective discount plans or retaining the service under the standard rates in effect at the time. If the customer does not notify the Company of its choice, standard rates will be applied upon expiration of the payment period.

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SECTION 3 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

3.3 DS1 1.544 Mbps Digital Service – Regulations (Cont'd)

3.3.4 Variable Term Payment Plan (VTPP) (Cont'd)

E. Transfer of Service will not be provided.

F. New (increased) rates for 36- and 60-month OPPs may be introduced by the Company under a new vintage which would supersede the earlier vintage of rates. Superseded vintage rates apply only for the services ordered or installed under such rates for the duration of the OPP.

Exhibit 5.3.4-1
VTPP Termination Charges by Payment Period

Payment Period—Monthly Rates	Termination Charges
Month-to-Month	None
36 Months	50% of the present value of the remaining monthly payments
60 Months	50% of the present value of the remaining monthly payments
Payment Period—Nonrecurring Charges	**Termination Charges**
36 Months	100% of the present value of the remaining monthly value
60 Months	100% of the present value of the remaining monthly payments

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SECTION 3 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

3.4 DS3 44.736 Mbps Service – General

DS3 service is a channel for transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the interface selected by the customer. DS3 channels are provided between customer designated locations and/or between customer designated locations and a carrier's hub. DS3 service is provided with an electrical interface. As an option, this service may be provided to a customer with an optical interface at the customers premises. Services with this option will terminate at the carriers optical line terminating equipment (OLTE) located at a carrier's hub. The OLTE located at the customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located at the carrier's hub. The optical interface is available only where facilities permit, and is offered on an individual case basis (ICB).

Technical standards are defined in Bellcore Technical Reference TR-NPL-00054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, and PUB 62411A.

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SECTION 3 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

3.5 Contract Rates - Special Pricing Arrangements-ICB

3.5.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations, and regulations set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All special Pricing Arrangements, including ICB, shall be filed with the Missouri Public Service Commission.

3.5.2 In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

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SECTION 3 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

3.6 Back Billing

Carrier shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the Customer was aware of the unbilled services during the period the services were unbilled, for a period of six years after the service was rendered.

3.7 Temporary Promotional Programs

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filled with the Missouri Public Service Commission subject to the requirements of applicable law.

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SECTION 4 - RATES AND CHARGES

4.1 DS1 1.544 Mbps Digital Service Rates

Channels		
Service Category	**Rate Element**	**Rate**
Local Distribution Channel	NRC -- Each	ICB
	NRC -- OPP 36 months -- Monthly - Each	ICB
	NRC - OPP 60 months -- Monthly - Each	ICB
	OPP month-to-month -- Monthly - Each	ICB
	OPP 36 months -- Monthly - Each	ICB
	OPP 60 months -- Monthly - Each	ICB
	OPP month-to-month -- Per ½ mile or fraction thereof	ICB
	OPP 36 months -- Per ½ mile or fraction thereof	ICB
	OPP 60 months -- Per ½ mile or fraction thereof	ICB
Served Direct Intra-exchange Channel	Monthly	ICB

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.1 DS1 1.544 Mbps Digital Service Rates (Cont'd)

Channels (cont'd)		
Interoffice Channel	When channel installed without a local distribution channel -- NRC -- Per interoffice channel	ICB
Move	Move a local distribution channel to termination within a premises -- NRC	ICB

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.1 DS1 1.544 Mbps Digital Service Rates (Cont'd)

Mileage		
Service Category	**Rate Element**	**Rate**
Local Distribution Channel	Over 0-4 miles -- Fixed -- Month-to-month	ICB
	Over 0-4 miles -- Per mile -- Month-to-month	ICB
	Over 0-4 miles -- Fixed -- 36 months	ICB
	Over 0-4 miles -- Per mile -- 36 months	ICB
	Over 0-4 miles -- Fixed -- 60 months	ICB
	Over 0-4 miles -- Per mile -- 60 months	ICB
	Over 4-8 miles -- Fixed -- Month-to-month	ICB
	Over 4-8 miles -- Per mile -- Month-to-month	ICB

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.1 DS1 1.544 Mbps Digital Service Rates (Cont'd)

Mileage (cont'd)		
Service Category	**Rate Element**	**Rate**
Local Distribution Channel	Over 4-8 miles -- Fixed -- 36 months	ICB
	Over 4-8 miles -- Per mile -- 36 months	ICB
	Over 4-8 miles -- Fixed -- 60 months	ICB
	Over 4-8 miles -- Per mile -- 60 months	ICB
	Over 8-25 miles -- Fixed -- OPP month-to-month	ICB
	Over 8-25 miles -- Per mile -- OPP month-to-month	ICB
	Over 8-25 miles -- Fixed -- OPP 36 months	ICB
	Over 8-25 miles -- Per mile -- OPP 36 months	ICB
	Over 8-25 miles -- Fixed -- OPP 60 months	ICB
	Over 8-25 miles -- Per mile -- OPP 60 months	ICB

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.1 DS1 1.544 Mbps Digital Service Rates (Cont'd)

Mileage (cont'd)		
Service Category	**Rate Element**	**Rate**
Local Distribution Channel	Over 25-50 miles -- Fixed -- OPP Month-to-month	ICB
	Over 25-50 miles -- Per mile -- OPP Month-to-month	ICB
	Over 25-50 miles -- Fixed -- OPP 36 months	ICB
	Over 25-50 miles -- Per mile -- OPP 36 months	ICB
	Over 25-50 miles -- Fixed -- OPP 60 months	ICB
	Over 25-50 miles -- Per mile -- OPP 60 months	ICB
	Over 50 miles -- Fixed -- OPP Month-to-month	ICB
	Over 50 miles -- Per mile -- OPP Month-to-month	ICB

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.1 DS1 1.544 Mbps Digital Service Rates (Cont'd)

Mileage (cont'd)		
Service Category	**Rate Element**	**Rate**
Local Distribution Channel	Over 50 miles -- Fixed -- OPP 36 months	ICB
	Over 50 miles -- Per mile -- OPP 36 months	ICB
	Over 50 miles -- Fixed -- OPP 60 months	ICB
	Over 50 miles -- Per mile -- OPP 60 months	ICB
	Over 8-25 miles -- Fixed -- OPP Month-to-month	ICB
	Over 8-25 miles -- Per mile -- OPP Month-to-month	ICB
	Over 8-25 miles -- Fixed -- OPP 36 months	ICB
	Over 8-25 miles -- Per mile -- OPP 36 months	ICB
	Over 8-25 miles -- Fixed -- OPP 60 months	ICB
	Over 8-25 miles -- Per mile -- OPP 60 months	ICB

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.1 DS1 1.544 Mbps Digital Service Rates (Cont'd)

Optional Features and Functions		
Service Category	**Rate Element**	**Rate**
Central Office Multiplexing	DS1 to Digital -- NRC -- Per arrangement	ICB
	DS1 to Digital -- Monthly -- Per arrangement	ICB
Clear Channel Capability	Per DS1 1.544 Mbps two-point circuit -- installed subsequent to the installation of service -- NRC	ICB
Alternate Service Wire Center	Per alternately routed local distribution channel, each	
	-- OPP month-to-month	ICB
	-- OPP 36 months -- Each	ICB
	-- OPP 60 months -- Each	ICB

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