ADOPTION NOTICE

Effective November 21, 2005, SBC Long Distance, LLC d/b/a SBC Long Distance registered its intent to use the fictitious name AT&T Long Distance with the Missouri Secretary of State.

SBC Long Distance, LLC d/b/a AT&T Long Distance hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by SBC Long Distance, LLC d/b/a AT&T Long Distance, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities and/or other instruments whatsoever, filed with the Public Service Commission of the State of Missouri, by SBC Long Distance, LLC d/b/a SBC Long Distance has heretofore filed with said Commission.

By this notice, SBC Long Distance, LLC d/b/a AT&T Long Distance also ratifies all supplements or amendments to any of the above schedules, etc., which SBC Long Distance, LLC d/b/a SBC Long Distance has heretofore filed with said Commission

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SBC LONG DISTANCE, LLC
d/b/a AT&T LONG DISTANCE C

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance intrastate interexchange telecommunications Services provided by SBC Long Distance, LLC d/b/a AT&T Long Distance with principal offices at 5850 W. Las Positas Blvd., Pleasanton, California 94588. This Tariff applies to Services furnished within the State of Missouri. This Tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business. C

SBC Long Distance, LLC d/b/a AT&T Long Distance is a competitive telecommunications company providing competitive services in the state of Missouri. C

PSC Mo. - No. 3 replaces in its entirety PSC Mo. - No. 1 currently on file with the Commission.

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Waivers of Statutory and Regulatory Requirements

The following statutory and regulatory requirements have been waived for the Company:

Section 392.210.2	Establishes Uniform Systems of Accounts for annual reports
Section 392.240(1)	Just and Reasonable Rates
Section 392.270	Ascertain Property Values
Section 392.280	Depreciation rates
Section 392.290	Issuance of Securities
Section 392.300.2	Acquisition of Stock
Section 392.310	Issuance of Stock and Debt
Section 392.320	Stock dividend payment
Section 392.330	Issuance of securities, debts, & notes
Section 392.340	Reorganizations
4 CSR 240-10.020	Depreciation and fund income
4 CSR 240-30.010(2)(C)	Copies of rate schedules
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-33.030	Minimum charge rules
4 CSR 240-35	Bypass

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

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

C - Changed regulation

D - Discontinued rate or regulation

I - Increase

M - Matter relocated without change

N - New rate or regulation

R - Reduction

S - Reissued matter

T - Change in text, but no change in rate or regulation

Z - Correction

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are added to the Tariff from time to time. 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 sheet. 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.

C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:

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 (1)

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

30 Member Speed Calling: A service/feature associated with local exchange service which is defined in the tariff of the Affiliated LEC or Affiliated CLEC.

Access Advantage Plus® A registered trademark of SBC Knowledge Ventures, Inc. Access Advantage Plus® is a service/feature associated with local exchange service which is defined in the tariff of the Affiliated LEC or Affiliated CLEC.

Access Line: A transmission line used to transmit voice and/or data calls from the Customer's Premises to a telephone company serving Wire Center or a Company-designated POP or from a telephone company serving Wire Center or a Company-designated POP to the Customer's Premises.

Affiliate: A company which has any of the following relationships with the Company; (1) directly or indirectly owns or controls it; (2) is directly or indirectly owned or controlled by it; or (3) is under common direct or indirect ownership with it.

Affiliated CLEC: A CLEC with which the Company has any of the following relationships: (1) owns or controls it; (2) is owned or controlled by it; or (3) is under common ownership with it.

Affiliated ILEC: An ILEC with which the Company has any of the following relationships: (1) owns or controls it; (2) is owned or controlled by it; or (3) is under common ownership with it.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Affiliated LEC: A LEC with which the Company has any of the following relationships: (1) owns or controls it; (2) is owned or controlled by it; or (3) is under common ownership with it.

Aggregation: The combining of a Customer's total usage across multiple BTNs into a group for the purpose of determining a common usage rate for call(s) associated with the individual BTNs.

Aggregation ID: Aggregation Identifier. Tags which BTNs are to be combined in a grouping.

Airline Mileage: The distance in mileage between two serving Wire Centers whose position is specified by industry standards.

Ameritech Centrex Service (ACS): A service provided by an Affiliate of the Company. T

ANI: Automatic Number Identification. A process used to identify the calling station. For example, Customers such as call centers pay for caller's telephone numbers to be sent to them simultaneously with their incoming toll free service calls.

Applicant: Any entity or individual who applies for Service under this Tariff.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Area of Service: The specific area(s) from which toll free calls will be allowed on a given TFS Number as decided by the Customer subscribing to that TFS Number.

ATM: Asynchronous Transfer Mode/Cell Relay Service. A high speed digital data Service utilizing cell-switching technology. Access speeds range form DS1 (1.544 Mbps) to OC12 (622 Mbps).

Authorization Level: An assigned level of calling privileges for VPN Service. Authorization Levels are assigned to private numbers when CSR features are utilized. If a caller encounters a call screening condition that restricts the caller from placing a particular call, the caller will be prompted to enter a VPN Authorization Code to override the restriction. If the Authorization Level assigned to the VPN Authorization Code is equal to or higher than the Authorization Level assigned to the private number, the call will be allowed to proceed. The caller is given three attempts to enter a valid VPN Authorization Code with the appropriate Authorization Level. If the Authorization Level is not sufficient, the call will be disconnected with an announcement after the third attempt.

Authorized User: A person, firm, corporation or other entity (including Customer) that 1) is authorized by the Customer to be connected to and utilize the Company's Services under the terms and regulations of this Tariff or 2) either is authorized by the Customer to act as the Customer in matters of ordering, changing or canceling Service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User shall be binding on Customer and shall subject Customer to any associated charges.

Auto Redial™: Auto Redial™ is a service/feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T T

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

BAN: Billing Account Number. A BAN is a 9-digit number that uniquely identifies a long distance account. A BAN is different from a BTN. A single Customer may have multiple BANs on a Hierarchical Billing account. A BAN may be designated by rank as a Child BAN, a Parent BAN or a Corporate BAN. Any rank BAN may also be an Invoice Point BAN. Unless specifically designated as such, a BAN is not an invoice point, except that all Corporate BANs are also Invoice Points.

Bandwidth: The total frequency band, in Hertz, allocated for a Channel.

Billing Hierarchy: A billing arrangement which allows Customer to set up a payment, rating, and discounting structure to assist with communication expense management by grouping communication expenses by region, business unit, organization, etc. The Customer is able to designate various invoice points throughout the hierarchy.

Bit: Binary Digit. Bit denotes the smallest unit of information in a binary system of notation and is the basic unit in data communications.

Blocking: A temporary condition that may be initiated so that the Customer cannot complete a telephone call.

BTN: Billed Telephone Number. May consist of one or more WTNs.

Business Customer: A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose.

Business Essentials^{SM}: A service mark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. Business Essentials^{SM} is a service provided by an Affiliate of the Company. T T T

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Business Optional Calling Plan: Long distance Service offerings available to Business Applicants or Business Customers. Includes but is not limited to High Volume Calling Plans (HVCP), Virtual Private Line (VPN), and plans targeted to small businesses.

Business Preferred^{SM}: A service mark of AT&T Knowledge Ventures, L.P., d/b/a AT&T T
Knowledge Ventures. Business Preferred^{SM} is a service provided by an Affiliate of the Company. T

Business Solutions^{SM}: A service mark of AT&T Knowledge Ventures, L.P., d/b/a AT&T T
Knowledge Ventures. Business Solutions^{SM} is a service provided by an Affiliate of the Company. T

Busy Call Forwarding: A service/feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

Busy Call Forwarding-Extended: A service/feature associated with local exchange service which is defined in the tariff of an Affiliate of the Company. T

Call Again^{TM}: A trademark of Southern New England Telephone Company. Call Again^{TM} is a service/feature associated with local exchange service which is defined in the tariff of the Company T
or an Affiliate of the Company. T

Call Blocker^{TM}: A trademark of Southwestern Bell Telephone Company and Southern New England Telephone Company. Call Blocker^{TM} is a service/feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

Call Blocking: A service provided by Southern New England Telephone Company. Call Blocking is a service/feature associated with local exchange service which is defined in the tariff of the T
Company or an Affiliate of the Company. T

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Call Forwarding: A service/feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

Call in One: A service provided by Pacific Bell Telephone Company. Call In One is a service/feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

Call Return: A service provided by Southwestern Bell Telephone Company. Call Return is a service/ feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

Call Screen: A service provided by Pacific Bell Telephone Company. A service or feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T T

Call Screen Routing: A VPN feature which provides the capability to screen or route calls based on a number of parameters, such as ANI and switch/trunk groups.

Call Transfer Disconnect: A service or feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

Call Waiting: A service or feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

Call Waiting ID: A service or feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

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CallNotes®: A registered trademark of Southwestern Bell Messaging Services, Inc. CallNotes® is a service/feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

CallNotes® Plus: A registered trademark of Southwestern Bell Messaging Services, Inc. CallNotes® Plus is a service/feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

CAP: Competitive Access Provider.

CARE: Customer Account Record Exchange.

Carrier Common Line Charges: The charges the long distance companies pay to the local telephone companies for carrier common line access service which provides for the use of end user's telephone company provided common lines by subscribers for access to such end users to furnish interstate communications.

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Casual Caller: A caller that has not affirmatively selected the Company as its choice of a long distance service provider in advance of placing a long distance call.

Centrex or Plexar®: A central office based switching service that provides the user with the ability to intercommunicate among stations at the user's premises while also providing station access to local exchange service dial tone and long distance service and many optional features and functions associated with sophisticated Customer Premises equipment.

Centrex with Classic Feature Package℠: A service mark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. Centrex with Classic Feature Package℠ is a service provided by an Affiliate of the Company. T T T

Child BAN: Any BAN within a billing hierarchy which is subordinate to another BAN. A Child BAN may also be either a Parent BAN and/or Invoice Point BAN. The Child BAN is the lowest level of the hierarchical structure and is subordinate to a single Parent BAN.

Circuit or Channel: A communications path between two or more points having a standard Bandwidth or Transmission Speed selected by the Customer.

CLEC: Competitive Local Exchange Carrier. Any carrier or reseller offering local exchange telecommunications services other than the incumbent LEC.

CMR: Customized Menu Routing, also referred to as Combined Transport and Usage Billing. An arrangement consisting of routing, control, and announcement features which may be utilized by a TFS Customer.

Commission: The Missouri Public Service Commission or any succeeding agency.

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Company: SBC Long Distance, LLC d/b/a AT&T Long Distance.

Company-Provided: The switching, transmission, and other related telecommunications or computer equipment/facilities provided by the Company or by any combination of the Company, the LEC, or other authorized Third Party Vendors contracted by the Company.

CompleteLink℠: A registered trademark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. CompleteLink℠ is a bundle associated with local exchange and long distance service that is defined in the tariff of an Affiliate of the Company. T T T

Corporate BAN: The single BAN at the highest level within a billing hierarchy which is superordinate to all other BANs and to which corporate properties pertain. The Corporate BAN is always an Invoice Point BAN.

CPN: Cingular Wireless Preferred Nation.

Credit Card: Visa®, MasterCard®, or other Credit Cards issued by other companies the Company may accept.

CSR: Call Screen Routing.

CTN: Cellular Telephone Number.

CTS: Call Transfer Service. A feature of Enhanced Toll Free Service which allows an agent to hand off a caller to a second agent at a different destination.

CTUB: Combined Transport and Usage Billing.

Custom BizSaver℠: A service mark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. Custom BizSaver℠ is a service provided by an Affiliate of the Company. T T

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Customer: A person or legal entity which subscribes to the Company's Services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff.

Customer Commitment Date: The date in which the Company receives a firm commitment from a Customer for the provision of one of the Company's Data Service offerings.

Customer Premises/Customer's Premises: Location(s) designated by a Customer where Service is originated/terminated.

DACC: Directory Assistance Call Completion.

Data Services: Communication Services which are designed to allow the transfer of formatted information between points. Data Services include but are not limited to Private Line Service, Frame Relay Service, and ATM Service.

Dedicated Access: Where Customer's Premises has a non-switched connection to the POP selected by the Company for origination and or termination of calls. When the Dedicated Access is used for overlayed Switched Services, the Dedicated Access is referred to as a DVA line.

Delayed Call Forwarding: A service or feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

Direct-Dialed: A call placed by the caller without operator assistance (either live or automated).

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Diversity: Customer-designated routing which indicates a Customer-designated departure from the primary route, usually with physical separation.

DS1: Digital Signal level One. Composed of twenty-four 64 Kbps Channels with a throughput capacity of 1.544 Mbps. Also called T-1.

DS3: Digital Signal level Three. Composed of 28 DS1 Channels and operating at 44.736 Mbps. Also called T-3.

DSL: Digital Subscriber Line. A service provided by an Affiliate of the Company. T

DTMF: Dual Tone Multi Frequency. A term describing push button or Touchtone dialing. When one pushes a button on a push button pad, it makes a tone of one high frequency and one low frequency, therefore, named Dual Tone Multi Frequency.

DTMF Cut-Through: The capacity of a voice response system to receive DTMF tones while the voice synthesizer is delivering information.

DVA: Dedicated Voice Access.

EABX: Electronic Automatic Branch eXchange.

End User: The person or legal entity which uses the Service provided by the Company.

Equal Access: Enables the Customer to place long distance calls without the need to first dial a special code.

Enterprise Billing: A feature of Toll Free Service which enables a Customer to have all or a portion of a toll free call billed to the termination point (telephone line) to which a toll free call is routed.

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

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F.C.C.: Federal Communications Commission or any succeeding agency.

FX: Foreign Exchange Service. Provides local telephone service from a central office message switch which is outside (foreign to) the subscriber's exchange area.

Flat Rate: Charging a rate per minute irrespective of the distance the call is carried or the time-of-day or day-of-week the call is placed.

Group A Large Package: Features associated with the provision of local exchange service which include (1) Call Waiting ID; (2) Three-way Calling; (3) Call Forwarding; (4) Call Waiting or Talking Call Waiting℠; (5) Selective Call Forwarding, Select Call Forwarding™ or Priority Call Forwarding™; (6) Priority Call, Priority Call Ringing™ or Priority Ringing™; (7) Speed Call 8 or Speed Calling 8™; (8) Call Screen, Call Screening, Call Blocker™ or Call Blocking; (9) Repeat Dialing™ or Call Again™; (10) Auto Redial™ or Missed Call Dialing™; (11) Call Return or Auto Callback; and (12) PRIVACY MANAGER®.

Group B Large Package: Features associated with the provision of local exchange service which include (1) The Message Center™, Voice Mail Plus™, CallNotes® Plus, Universal CallNotes® or Call in One and (2) Inline®, Pacific Bell WirePro®, or Inside Wire Plus™, LINE-BACKER®, LINE-BACKER® w/Phone Package, LINE-BACKER®Basic or LINE-BACKER® w/Phone.

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Group C Large Package: Features associated with the provision of local exchange service which include Auto Redial™ or Missed Call Dialing™, Call Screen™, Call Screening, Call Blocker™ or Call Blocking™, Call Forwarding (includes Busy Line, Delay, Don't Answer, and Busy Line/Don't Answer), CallNotes®, The Message Center™, Voice Mail Plus™ or CallNotes® Plus, Voice Mail 98, Call Return™, Auto Callback, AutoCall Block, Call Waiting, Talking Call Waiting℠, Call Waiting ID, Call Waiting ID Options, Caller ID, Inline®, Pacific Bell WirePro™ or Inside Wire Plus™, LINE-BACKER®, LINE-BACKER® w/Phone Package, LINE-BACKER®Basic, LINE-BACKER® w/Phone, Inline Plus, Personalized Ring/Multi Ring 1 or 2, Priority Call, Priority Call Ringing™ or Priority Ringing™, Remote Access to Call Forwarding, Selective Call Forwarding, Select Call Forwarding™ or Priority Call Forwarding™, Speed Call 8 or Speed Calling 8™, Three-Way Calling-subscription, Internet Caller ID, PRIVACY MANAGER®, Talking Call Waiting℠, Speed Call 30, Repeat Dialing™ or Call Again™, VoiceMail (standard), SpeedCall 30, The Message Center Call-In-One, The Message Center (Deluxe Mailbox), Universal CallNotes® / Universal CallNotes® Plus, METRO PLAN, Unified Communications Premier, Unified Communications Lite, and Phone-Protect℠.

Group D Package: Features associated with local exchange service which include Auto Redial™, Busy Call Forwarding, Call Forwarding, Call Return, Call Transfer Disconnect, Call Screen, Call Waiting, Delayed Call Forwarding, Call Waiting ID, Priority Call, Priority Ringing™, PRIVACY MANAGER®, Remote Access to Call Forwarding, Repeat Dial, Select Call Forwarding™, 30 Member Speed Calling, Speed Calling 8™, and Three Way Calling.

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Group 2 Toll Free Access Numbers: 800-877-0000, 877-722-2141, 800-522-2020, 888-330-2323, 800-221-2212 , and other Toll Free Numbers determined by the Company to be billed as a Group 2 Toll Free Number.

Hertz: A unit of frequency equal to the cycle per second.

Hierarchical Billing: Denotes the Company's flexible, Customer-defined, structured invoicing.

High Volume Calling Plans (HVCP): Long distance Service offering available to Business Customers that typically have more than twenty (20) lines, multiple locations, and multiple BTNs. Allow BTNs for Aggregation for Total Revenue Commitment.

ICB: Individual Case Basis. A Service provided involving a nonstandard arrangement. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances.

ILEC: Incumbent Local Exchange Carrier.

Inline®: A registered trademark of SBC Knowledge Ventures, Inc.

Inside Wire Plus™: A trademark of Southern New England Telephone Company.

Instant Office℠: A service mark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. Instant Office℠ is a service provided by an Affiliate of the Company. T T

InterLATA: Any call or transmission that originates in one LATA and terminates in a different LATA.

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International: Involving two or more nations.

IntraLATA: Any call or transmission that originates in one LATA and terminates within the same LATA.

Invoice Branch: The Invoice Point BAN and all Child BANs that belong structurally to that invoice.

Invoice Point BAN: Any BAN which is designated to receive a separate invoice. An Invoice Point BAN may be superordinate, subordinate or both.

ISDN: Integrated Services Digital Network. Integrates voice, data, and video communications services via standard interfaces.

Joint User: A corporation, association, partnership, or individual that is permitted to use a Customer's Service by mutual agreement between the Customer and the Joint User in accordance with the terms and conditions of this Tariff.

JustCall[SM]: A service mark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. T T

Kbps: Kilobits Per Second. One thousand Bits per second.

LATA: Local Access Transport Area. A geographically defined regulatory boundary established by the Modification of Final Judgement.

LEC: Local Exchange Carrier.

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LIDB: Line Information Data Base. A data base that contains all valid telephone and calling card numbers in a region and the necessary information to perform billing validation.

LINE-BACKER®: A registered trademark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. T T

Local Access: The service between a subscriber's premise and a Company-designated POP.

Local Access Provider: An entity providing Local Access.

Local Usage Saver℠: A service mark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. Local Usage Saver℠ is a service provided by an Affiliate of the Company. T T T

MAC: Minimum Annual Commitment.

Mbps: Megabits per second. Million Bits per second.

METRO PLAN: A service provided by an Affiliate of the Company. METRO PLAN is a service included in Group C Large Package. T

Missed Call Dialing™: A trademark of Southern New England Telephone Company.

MMC: Minimum Monthly Commitment.

Modification of Final Judgment: The judicial opinion United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.C. 1982). See United States v. Western Electric Co., 552 F. Supp. 131 (D.D.C. 1982), affd sub nom. Maryland v. United States, 460 U.S. 1001 (1983).

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MOU: Minutes of Use.

MRC: Monthly Recurring Charge.

MTM: Month-to-Month.

MTS: Message Telecommunications Service.

North American Dialing Plan: The method of dialing in the public network of North America (i.e. 1+NPA-NXX-XXXX).

NPA: Numbering Plan Area. More commonly referred to as an area code.

NXX: The first three digits of a Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

Off-Net: A location where the Company's primary Third Party Vendor does not have facilities.

On-Net: A location where the Company's primary Third Party Vendor has facilities.

Operator Toll Assistance Services: Enable callers to place calls from their presubscribed telephone line or when away from their established primary Service location with the ability to bill the call with alternate billing options. Calls may be fully automated or may require the assistance of an operator. Operator Toll Assistance Services are also known as alternate billed services.

OTC: One Time Charge.

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PABX: Private Automatic Branch eXchange.

Pacific Bell Instant Office℠: A service mark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. Pacific Bell Instant Office℠ is a service provided by an Affiliate of the Company. T T T

Pacific Bell WirePro™: A trademark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. T T

Parent BAN: Any level BAN within a billing hierarchy which is superordinate to another BAN. "Parent" denotes the superordinate relationship to one or more specific child BAN(s) which are usually part of an individual Invoice Point BAN, e.g. an Invoice Point BAN is the parent BAN of its next level child BAN(s).

PBX: Private Branch Exchange.

Person-to-Person: Any operator-handled call whereby the person originating a call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Phone-Protect℠: Phone-Protect℠ is a service mark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. T T

PIC: Primary Interexchange Carrier.

PIN: Personal Identification Number. A unique number assigned to each calling card for the purpose of accessing Service.

Plexar®: A registered trademark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. T T

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POP: Point-of-Presence. A physical place at which the local telephone company terminates subscriber Circuits for long distance dial-up or leased-line communications or a Company-designated location where a facility is maintained for the purpose of providing access to the Company's Service.

Postalized: Charging a Flat Rate per minute irrespective of the distance the call is carried. Stems from the fact that the United States Post Office also charges a Flat Rate irrespective of how far it carries the mail (within the country).

POTS Number: Plain Old Telephone Service Number. The 10-digit telephone number associated with basic local exchange service.

Power Office℠ : A service mark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. Power Office℠ is a service provided by an Affiliate of the Company. T T

PRI: Primary Rate Interface. The ISDN equivalent of a DS1 Circuit. The Primary Rate Interface consists of twenty-four 64 Kbps Channels.

Priority Call: A service/feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

Priority Call Forwarding™: A trademark of Southern New England Telephone Company. Priority Call Forwarding™ is a service/feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

Priority Call Ringing™: A trademark of Southern New England Telephone Company. Priority Call Ringing™ is a service/feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

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Priority Ringing™: A trademark of Pacific Bell Telephone Company. Priority Ringing™ is defined in the tariff of the Company or an Affiliate of the Company. T

PRIVACY MANAGER®: A registered trademark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. A service/feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T T T

Private Line: Discrete communication Bandwidth dedicated for a Customer's exclusive use. A Private Line is provisioned on facilities that may be shared and accomplished through a variety of technologies and media.

Private Line Service: Full duplex transmission/transport service between two points. Private Line Service(s) are defined by Bandwidth, signaling, media, etc.

PSTN: Public Switched Telephone Network. The worldwide voice telephone network with access to all those with telephone and access privileges.

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

Remote Access to Call Forwarding: A service or feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

Repeat Dialing™: A trademark of Pacific Bell Telephone Company. Repeat Dialing™ is defined in the tariff of the Affiliated LEC.

Reseller: A Customer that resells the Company's Service(s) with the Company's authorization.

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Residential Customer: A Customer whose use of the Service is primarily or substantially of a social or domestic nature; and business use, if any, is incidental.

Resp Org: Responsible Organization. The entity designated to manage and administer a Customer's SMS/800 records.

Rollover Capability: The ability to carry over unused block of time minutes to the next billing cycle.

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SBC Oneline Office[SM]: A service mark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. T T

SBC® Yahoo!® Dial Internet Access: SBC® is a registered trademark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures Yahoo!® is a registered trademark of Yahoo! Inc. SBC® Yahoo!® Dial Internet Access is a service provided by an Affiliate of the Company. T T T

Select Call Forwarding: A service/feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

Service: Any or all services provided pursuant to this Tariff.

Service Acceptance Date: The date service is first established on the Business Optional Calling Plan Customer agrees to.

Service Order: The standard Company order form(s), in effect from time-to-time, or Customer's forms accepted in writing by an authorized representative of the Company for Service which shall enable the Company to provide Service.

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SimpleLink℠: A service mark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. SimpleLink℠ is a service/feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T T T

Simple Solutions®: A registered trademark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. Simple Solutions® is a service/feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T T T

Simply Talk℠ 5 Cents: A service mark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. T T

Small Business Optional Calling Plans: These plans are targeted to Business Customers with less than twenty (20) lines. Small Business Optional Calling Plans are available to Business Customers with a single BTN that do not have more than one location. Customers subscribing to Small Business Optional Calling Plans may receive a single bill from the Company for local and long distance services. T

SMS/800: 800 Service Management System. The main operations support system used to create and update toll free records that are then downloaded to the SMS/SCPs for processing toll free service calls. This system is used by Resp Orgs to manage and administer SMS/800 records.

SMS/800 Help Desk: The organization that administers the SMS/800 system for the centralized management of toll free numbers.

SMS/SCP: Service Management System/Service Control Point. The real time data base system in the exchange carrier's network that contains routing instructions downloaded from the SMS/800.

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Special Access Surcharge: A charge imposed by the Local Exchange Companies in accordance with Section 69.115 of the F.C.C. Rules and Regulations.

Speed Calling 8™: A trademark of Pacific Bell Telephone Company.

State: State of Missouri.

Station-to-Station: Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

SWBT: Southwestern Bell Telephone Company.

Switched Access: A transmission line that is switched through the LEC or CLEC to reach the long distance network. Switched access arrangements are only available from the subscriber's local telephone company.

Switched Services(s): Any Services that are not Data Service as defined herein which use message switches to share inter-switch transport.

Talking Call Waiting℠: A service mark of AT&T Knowledge Ventures, L.P., d/b/a AT&T Knowledge Ventures. Talking Call Waiting℠ is a service provided by an Affiliate of the Company. T T T

TFS: Toll Free Service.

The Message Center™: A trademark of Pacific Bell Telephone Company.

The Works®: A registered trademark of Southwestern Bell Telephone Company. The Works® is service provided by an Affiliate of the Company. T

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Third Party Vendor: A company, entity or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s).

Three Way Calling: A service or feature associated with local exchange service which is defined in the tariff of the Company or an Affiliate of the Company. T

Toll Free Access Number: A telephone number established for the purpose of accessing one of the Company's calling card platforms where the caller does not incur a charge for placing the call to the access number. The area code for a toll free access number is either 800, 877, or 888 or other area code assignments (8XX) as appropriate.

Toll Free Number: A telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a toll free number is either 800, 877, or 888 or other area code assignments as appropriate.

Toll Free Service: A reverse-billed Service that permits calls to be completed without charge to the calling party.

Total Revenue Commitment: The dollar commitment the Customer makes to the Company under the Customer's term plan agreement for the total length of the term plan. The Total Revenue Commitment is calculated by totaling the following dollar amounts as applicable (a) for a Business Optional Calling Plan with a MAC, the MAC times the number of years of the term plan agreement; (b) for a Business Optional Calling Plan with a MMC, the MMC times the number of months of the term plan agreement; and (c) for a Business Optional Calling Plan with a MRC, the MRC times the number of months of the term plan agreement.

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Transmission Speed: Denotes the line or Channel speed in Bits per second.

Under-Utilization Fee (UUF): A one-time charge applicable when the Customer fails to meet revenue commitments of the Customer's Term Plan Agreement.

Unified Communications Lite: A feature associated with email, voicemail, and fax that is provided by an Affiliate of the Company. T

Unified Communications Premier: A feature associated with email, voicemail, and fax that is provided by an Affiliate of the Company. T

V&H: Vertical and Horizonal geographic coordinates.

VIP: Volume Incentive Plan.

Virtual On-Net: Stations that access and terminate within the VPN network through Switched Access.

Voice Grade Equivalent: Includes Centrex, Plexar, Local ISDN BRI and Local ISDN PRI.

Voice Mail Plus™: A trademark of Southern New England Telephone Company.

VPN: SBC Long Distance Virtual Private Network. A Service that provides the functionality and capabilities of a private network through the use of shared transmission facilities.

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VPN Authorization Code: A code used to override CSR restrictions imposed on the VPN Service.

VPN On-Net: A feature that enables the Customer or user to dial from one VPN member station to another within the Customer's VPN service.

VPN Off-Net: A feature that enables the Customer or user to dial from a VPN member station to a number outside of the Customer's VPN network. VPN Off-Net calling may be initiated from a switched, dedicated, or remote access location.

VRA: The authentication code and PIN used when making a VPN remote access call.

VRA Number: VPN Remote Access Toll Free Number.

WATS: Wide Area Telecommunications Service.

Wire Center: A specified geographical location used for determining mileage measurements.

Wireless: A telephone system that operates totally without wires such as cellular telephone systems.

WTN: Working Telephone Number.

SECTION 2 - RULES AND REGULATIONS

2.1 Application of the Tariff

2.1.1 This Tariff contains the descriptions, regulations, and rates applicable to intrastate telecommunications Service offered by the Company with principal offices located at 5850 W. Las Positas Blvd., Pleasanton, California 94588. Service is furnished for communications that both originate and terminate at points within the State under terms of this Tariff.

Service is available throughout the State where the Company has the necessary agreements with the Applicant's local service provider. The Company operates as a competitive telecommunications company. Services in this Tariff are available to Residential Customers and/or Business Customers as specified herein.

2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of facilities, equipment, or systems, the Company's ability to fulfill the request for Service and the provisions of this Tariff and the rules of the Commission applying to long distance communications as published in 4 CSR 240-33. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, billing agreements, and/or switch software are not available. In case a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of Switched Services shall take precedence over the establishment of Data Services.

2.2.2 Except for Casual Callers, all Switched Services provided according to this Tariff are intrastate add-on Services available from the Company only if the Customer subscribes to the Company's comparable interstate Service offering or interstate promotional offering unless otherwise indicated in this Tariff. Unless otherwise indicated in this Tariff, intrastate Switched Services are not offered on a stand-alone basis. Unless otherwise stated in this Tariff, the method of provisioning a specific Service is determined by the Company.

2.2.3 A third party call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third party call when acceptance of charges at the third number cannot be confirmed.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.4 Without incurring liability, the Company reserves the right to discontinue Service or to limit the use of Service, when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff. The Company may regularly review any Customer's toll usage in order to protect itself from fraudulent or excessive usage by high-risk Customers or Customers who are delinquent in their payments. When the Company determines that the usage volume increases the likelihood that a particular Customer will not pay or will be unable to pay for usage, the Company may implement its toll blocking process, including calling card cancellation. Customers will be provided notification of the limit placed upon their toll usage pursuant to the establishment of credit, indebtedness of Service, and toll restrictions provisions of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.5 The Company will terminate Service to Residential Customers pursuant to 4 CSR 240-33.070. Conditions under which the Company may, without notice, terminate Service to Business Customers without liability include, but are not limited to:

(A) Customer's or End User's use of the Service which constitutes a violation of either the provisions of this Tariff or of any laws, government rules, regulations, or policies or if such actions are reasonably appropriate to avoid violation of applicable law; or

(B) Any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or

(C) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or

(D) Customer's or End User's misuse of the long distance network; or

(E) Customer's or End User's use of the long distance network for any fraudulent or unlawful purpose; or

(F) Emergency, threatened, or actual disruption of Service to other Customers; or

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.5 (continued)

(G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the Applicant or Customer obtains or continues to receive Service; or

(H) Abandonment of the Customer's Premises served; or

(I) Insufficient or fraudulent billing information; or

(J) Customer's check or draft is returned unpaid for any reason, after one attempt at collection; or

(K) If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason. The Company will make at least one attempt at collection prior to termination of Service.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.6 The Company will terminate Service to Residential Customers pursuant to 4 CSR 240-33.070. Conditions under which the Company may, with notice, terminate Service to Business Customers without liability include, but are not limited to:

(A) use of invalid or unauthorized telephone numbers, or Credit Card numbers; or,

(B) failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.8.1 or Section 2.8.2 of this Tariff; or

(C) non-payment of any sum owed the Company by the due date printed on the bill; or

(D) if there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against the Company.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.7 Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by other companies furnishing a portion of the Company's Service(s).

2.2.8 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

(A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or

(B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or

(C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or

(D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.9 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

2.2.10 The Company may rely on third parties to provide a portion of the Company's Service. The selection of the Third Party Vendors is made by the Company. The Company reserves the right to change Third Party Vendors at any time.

2.2.11 The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.

2.2.12 Recording of telephone conversations provided pursuant to the Company's Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.13 All outbound Services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges which have Equal Access. Unless otherwise indicated in this Tariff, all Toll Free Services described in this Tariff are available on a statewide basis.

2.2.14 The Company, when acting at the Customer's request and as its authorized agent for ordering Dedicated Access, will make reasonable efforts to arrange for service.

2.2.15 Except for Operator Toll Assistance Services, Service(s) in this Tariff are not available for coin or semi-coin telephone stations unless otherwise indicated for a specific Service offering.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.16 Reserved for future use

2.2.17 The Company does not generally provide echo suppression. However, for Toll Free Service or outbound Services that require Dedicated Access to reach the long distance network, the Company, not the Customer, will determine when echo suppression will be provided.

2.2.18 The Company reserves the right to add, change, or delete Services at any time.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.19 Reserved for future use.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly stated in Sections 2.3 of this Tariff in connection with the provision of Service to the Customer.

2.3.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of Service(s) with a usage-sensitive rate structure, will in no event exceed an amount equivalent to the initial period charge to the Customer for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for any damages caused by the negligence, gross negligence or willful misconduct of the Customer or Customer's agents, employees, officers, directors, contractors or vendors.

2.3.2 Unless otherwise stated in this Tariff, the liability of the Company for negligence arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of recurring Service(s) shall be limited to a service adjustment based on the amount of time such Service is out of service times the applicable monthly recurring charge for Service.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.3 The liability of the Company for gross negligence arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Section 2.3.1 or 2.3.2 of this Tariff, whichever is applicable, or the sum of $10,000. The liability of the Company for gross negligence shall be limited to and shall in no event exceed $10,000.

2.3.4 Reserved for future use.

2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered by the Company for the call or Service giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. A Residential Customer may advise the Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to the Company during normal business hours. A Business Customer must advise the Company that all or part of a charge is in dispute by written notice.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.6 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of the Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of the Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. The Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof. In addition, a portion or all of the Service may be provided over facilities of third parties. The Company will not be liable to the Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties. The Company's liability, if any, with regard to the delayed installation of facilities or commencement of Service will not exceed $1,000.

2.3.7 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.8 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.

2.3.9 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.

2.3.10 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

(A) Unavoidable interruption in the working of transmission facilities; or

(B) Natural disasters such as storms, fire, flood, or other catastrophes; or

(C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.10 (continued)

(D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, supplier failures, shortages, breaches or delays, or other labor difficulties; or

(E) The unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment; or

(F) Explosions, vandalism, cable cut or other similar occurrences; or

(G) Preemption of existing Services to restore Service(s) in compliance with the F.C.C.'s rules and regulations; or

(H) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's control.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.11 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

2.3.12 If the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.13 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.

2.3.14 The Company may rely on Third Party Vendors for the performance of certain services such as Dedicated Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as agent for the Customer in obtaining such other services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.15 The Company will not be liable for:

(A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service.

(B) Damages caused by the fault or negligence or willful misconduct of the Customer or End User.

(C) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.

(D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost revenue or lost profits.

(E) Any indirect, incidental, special or consequential damages, lost revenue or lost profits of any kind, even if Company is advised of the possibility of such consequences.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.15 (continued)

(F) The use or abuse of any Service described herein by any party including, but not limited to, the Customer or End User. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. Compensation for any injury the customer may suffer to the fault of third parties must be sought from such other parties. In the case of TFS, this applies to third parties who dial the Customer's TFS Number by mistake. Compensation for any injury the Customer may suffer due to the fault of third parties must be sought from such other parties.

(G) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.

(H) Any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.16 If someone other than the Customer (e.g., authorized or unauthorized) has use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated Third Party Vendor 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.

2.3.17 The Company's liability with respect to nonworking account codes will be limited to the Company's monthly charge for the account code feature, if any.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week. Unless otherwise restricted herein, Customers may use the Company's Service(s) to place and/or receive intrastate InterLATA and intrastate IntraLATA calls.

2.4.2 The Service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The Customer is liable for all obligations under this Tariff not withstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of others.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes including but not limited to use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this Tariff either in whole or in part. Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is an authorized communications common carrier, an authorized resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's Service. However, this provision does not preclude an agreement between the Customer, Authorized User, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions.

(A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 (continued)

(B) One Joint User or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or Authorized Users in the application for Service. Service Orders which involve the start, rearrangement or discontinuance of joint use or authorized use of Service will be accepted by the Company only from that Customer and will be subject to all requirements of this Tariff.

(C) 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. If designated Customer fails to pay the Company, each Joint User or Authorized User will be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each joint or Authorized User must submit to the designated Customer a letter guaranteeing payment for the joint or Authorized User's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each Joint User or Authorized User.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 (continued)

(D) Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

2.4.5 If the Company reasonably concludes that Customer-provided equipment does not pass back appropriate answer supervision to the long distance network, the Company will notify the Customer. If the Customer cannot correct the problem and if Customer-provided equipment continues to provide inappropriate answer supervision to the long distance network, the Company reserves the right to suspend or terminate the Customer's Service. The Company will give the Customer five (5) days' written notice of its intent to terminate Service.

2.4.6 Service provided to Residential Customers pursuant to this Tariff may not be used to transmit data.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

(A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.

(B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting from Customer's (or its employees', agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or rates, or unauthorized or illegal acts of the Customer or its End User, its employees, agents, or independent contractors.

(C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the Service(s) provided under this Tariff, any Circuit, apparatus, system or method provided by the Customer.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

(D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.

(E) Violations by Customer or End User of the right to privacy.

(F) Any other claims whatsoever relating to, or arising from, message content or the transmission thereof.

(G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.

(H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of Service, whatever the cause and whether negligent or otherwise.

(I) Claims related to lost or stolen calling cards, except as described in Section 2.24 of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

(J) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer or Authorized Users.

(K) Defacement of, or damage to, the Customer's Premises resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises.

(L) Claims arising out of the use of Services or Company-Provided equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

(M) Any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's Circuits, facilities, or equipment connected to Services. This includes without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's Circuits, facilities or equipment, and proceeding to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate Service(s).

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.

2.5.3 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

2.5.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.5 The Customer is responsible for payment for all calls originated at the Customer's number(s), terminated on the Customer's TFS Number, accepted at the Customer's number, billed to a Customer's calling card or any Operator Toll Assistance billing option, or incurred at the specific request of the Customer. The Customer is responsible for paying for all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part. These responsibilities are 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.

2.5.6 The termination or disconnection of Service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, and 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, 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 termination or disconnection. The remedies set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.7 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the long distance network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.

2.5.8 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.17 of this Tariff for additional information regarding the Customer's obligations concerning taxes.

2.5.9 The Customer will be liable for reimbursing the Company for damages to facilities or Company-Provided equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, contractors, or authorized or unauthorized End User(s).

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.10 If Service is terminated pursuant to Section 2.2.5, Section 2.2.6 or Section 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, the Customer will be deemed to have cancelled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.

2.5.11 The Customer will indemnify and hold the Company harmless against any and all liabilities, costs, damages, and expenses resulting from claims by third parties that any calling card or PIN has been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company.

2.5.12 If the Company is acting as an agent of the Customer for ordering Dedicated Access for the provision of Switched Service(s) and if the Customer is to be exempted from the monthly Special Access Surcharge charged by the Local Access Provider, it is the Customer's responsibility to provide the Company with an Exemption Certificate.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.13 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses 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.

2.5.14 If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with service provided to a specific Customer and those charges are not specifically listed in this Tariff, those charges will be billed to the Customer on a pass-through basis. The Customer is responsible for payment of such charges.

2.5.15 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees, taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Customer's Service, that entity's charges may be passed through to the Customer. The Customer is responsible for the payment of all such charges.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.16 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.

2.5.17 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Customer shall reimburse the Company, in addition to any other remedy, for attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

2.5.18 In the case of nonworking account codes, the Customer is responsible for payment of usage charges for long distance calls originated at the Customer's number(s).

2.5.19 If Service is suspended, the Customer will be responsible for the payment of all MRCs until Service is disconnected.

SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller

2.6.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 and in Sections 2.6.2 through 2.6.7 hereof, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company.

2.6.2 In the event of non-payment by a Reseller's subscriber, the Company may be requested by the Reseller to block such subscriber's service because of non-payment of charges. Before the Company blocks Service to a Reseller's subscriber, the Reseller must certify that proper notice has been given to the subscriber. Proper notice must meet state and federal rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).

2.6.3 Resellers will be responsible for paying all taxes and fees based upon the taxing jurisdiction's rules and regulations.

2.6.4 In addition to the other provisions in this Tariff, Resellers will be responsible for all interaction and interface with their own subscribers or customers. The provision of Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.

SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller (continued)

2.6.5 If the Customer resells Services, the Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.

2.6.6 In addition to the other provisions in this Tariff, Resellers must have the appropriate authority in all areas where the Reseller provides service and provide such documentation to the Company when requested. Resellers of the Company's Services are responsible for maintaining all necessary state and F.C.C. tariffs for operating as a Reseller and for complying with all rules and regulations as set forth by the Commission. Further, the Reseller also assumes full responsibility for complying with the Communications Act of 1934, as amended; the Telecommunications Act of 1996; and the rules, regulations, and decisions of the F.C.C.

2.6.7 If a Reseller switches a subscriber's long distance provider without obtaining permission from the subscriber, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different long distance service provider. In instances where the Reseller has presubscribed lines and/or location to its Service without proper authorization, the Reseller must:

SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller (continued)

2.6.7 (continued)

(A) Inform the subscriber of the unauthorized change in long distance service providers; and

(B) Ensure that the subscriber's service is returned to the long distance service provider of choice; and

(C) Pay all applicable charges.

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SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services

2.7.1 General

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate. For example, the Company may require the Customer to execute a letter of agency, service agreement, RespOrg agreement, contract, etc. depending on the Service(s) selected by the Customer. Service may be initiated based on written or oral agreement between the Company and the Customer. The Company reserves the right to require an Applicant to sign an application for the Service desired, on a form provided by the Company, as a condition for establishing Service. Applications for Service will be accepted by the Company provided that the Service is available, and the Company has no reason to believe the Customer will not comply with the provisions of this Tariff. The Company will also accept an oral application from a Customer for additions to or changes in existing Service. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with the applicable Tariffs of the Company. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.2 of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit; Indebtedness; Toll Restriction

(A) Residential Customers

.1 Applicant

The Company reserves the right to require all Applicants to establish credit worthiness. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit; Indebtedness; Toll Restriction

(A) Residential Customers

.2 Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time. The Company may establish credit limits for new and existing Customers. Where a credit limit is established for a Customer, the Customer will be notified of the Customer's initial credit limit amount and any subsequent credit limit changes. The Company reserves the right to deny furnishing its calling cards to any Customer or Applicant the Company deems high-risk. Where a Customer becomes delinquent in payments, a new credit limit may be established that is lower than the Customer's initial credit limit. In the event a Customer's established credit limit is exceeded, or in the event a Customer becomes delinquent in the Customer's payments, the Company may implement its toll blocking process. Pursuant to that process, the Company may place a restriction on or discontinue Customer's use of intrastate long distance services, including calling card use, 1+, 0+, and all 900/976/700/500 calls until the Customer makes payment arrangements satisfactory to the Company.

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SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(A) Residential Customers (continued)

.2 Customer (continued)

Access to local calling, operator assisted calls, emergency services (9-1-1), calls placed via a toll free number (800, 877, 888 or other area code assignments as appropriate) will not be affected. In the event that toll access is restricted or blocked pursuant to the foregoing, Customers attempting to access restricted services will be automatically routed to either a recorded announcement or a service representative for information regarding restoration of service. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit; Indebtedness; Toll Restriction

(B) Business Customers

.1 Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit; Indebtedness; Toll Restriction

(B) Business Customers

.2 Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time. The Company may establish credit limits for new and existing Customers. Where a credit limit is established for a Customer, the Customer will be notified of the Customer's initial credit limit amount and any subsequent credit limit changes. The Company reserves the right to deny furnishing its calling cards to any Customer or Applicant the Company deems high-risk. Where a Customer becomes delinquent in payments, a new credit limit may be established that is lower than the Customer's initial credit limit. In the event a Customer's established credit limit is exceeded, or in the event a Customer becomes delinquent in the Customer's payments, the Company may implement its toll blocking process. Pursuant to that process, the Company may place a restriction on or discontinue Customer's use of intrastate long distance services, including calling card use, 1+, 0+, and all 900/976/700/500 calls until the Customer makes payment arrangements satisfactory to the Company.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(B) Business Customers (continued)

.2 Customer (continued)

Access to local calling, operator assisted calls, emergency services (9-1-1), calls placed via a toll free number (800, 877, 888 or other area code assignments as appropriate) will not be affected. In the event that toll access is restricted or blocked pursuant to the foregoing, Customers attempting to access restricted services will be automatically routed to either a recorded announcement or a service representative for information regarding restoration of service. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(C) Indebtedness; Concurrent Indebtedness; Prior Indebtedness

The Company reserves the right to refuse Service to any Applicant who is indebted to the Company for Service(s) previously furnished until satisfactory payment arrangements have been made for all such indebtedness. The Company further reserves the right to refuse Service to any Applicant who is currently indebted to the Company for Service(s) on another Company account, until satisfactory payment arrangements have been made for all such indebtedness. Where a Customer subscribes to more than one active telephone account, and the Company suspends or terminates Service to one or more of the Customer's accounts for nonpayment, the Company may, at its option, initiate action for collection, including the action to suspend or terminate some or all of the other active Customer accounts, with notice as prescribed under Section 2.20 of this Tariff. The Company may also refuse Service to any Applicant attempting to establish Service for a former Customer who is indebted for previous Service(s), regardless of whether or not the previous Customer was furnished Service at the same location, until satisfactory payment arrangements have been made for payment of all such prior indebtedness. If Service is established and it is subsequently determined that any of the foregoing conditions of indebtedness exists, the Company may suspend or terminate such Service until satisfactory arrangements have been made for the payment of the prior indebtedness.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.3 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(C) Indebtedness; Concurrent Indebtedness; Prior Indebtedness

The Company reserves the right to discontinue granting any further credit to Customer in the event of Customer's repeated delinquency in payment for Services, fraudulent use, suspension or disconnection of Service, the Customer files for protection under the United States Bankruptcy Code, or any other material breach, where not prohibited by federal law, rule or regulation. In such event, the Company may, at its sole discretion, require the Customer to prepay for all future Services as thereafter directed by the Company.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments

2.8.1 Customer Deposits

(A) General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.2 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed. The Company will collect deposits from Residential Customers pursuant to 4 CSR 240-33.050. Residential applicants may provide a satisfactory written guarantee in lieu of a deposit to secure the payment of bills for Service as required by the Company, which guaranteed amount shall not exceed the maximum amount of deposit as authorized pursuant to state law, or commission rule, decision or order. Guarantors shall be subject to individual credit evaluation and afford the Company reasonable assurance of security. The content and form of any guarantee to be provided the Company shall be in accordance with state law, commission rules, decisions and orders.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.1 Customer Deposits (continued)

(B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for two months' Service. The Company will determine the amount of the deposit.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.1 Customer Deposits (continued)

(C) Interest on Deposits

If applicable, the Company will pay interest on deposits according to the rules and regulations of the Commission. The Company will pay an interest rate on any security deposit it collects equal to a rate of one percent (1%) above the prime lending rate as published in the *Wall Street Journal* for the last business day of September. This rate shall be adjusted annually on October 1 of each year. Interest shall be credited annually upon the account of the Customer or paid upon the return of the deposit, whichever occurs first.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.1 Customer Deposits (continued)

(D) Return of Deposit

A deposit will be returned:

- When an application for Service has been canceled prior to the establishment of Service; or

- Upon discontinuance of Service; or

- Upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods.

The deposit with accrued interest shall be promptly refunded or credited against charges stated on subsequent bills. Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.2 Advance Payments

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The Company reserves the right to require an advanced payment from Customers and Applicants who, in the Company's judgment, present an undue risk of nonpayment. Such advanced payment may be required instead of or in addition to a security deposit. The Company shall be authorized to apply such advanced payments against any Service charges incurred by the Customer. The advanced payment shall be equal to or less than estimated installation charges plus two months estimated billing. Advance payment requirements may be increased or decreased by the Company as it deems necessary in the light of changing conditions. The Company may alternatively require such Customers and Applicants to authorize credit card billing for advance payments as described in Section 2.9 of this Tariff. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.2 Advance Payments (continued)

(A) the Customer's or Applicant'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;

(D) information relating to Customer's management, owners, and affiliates (if any); and

(E) the Applicant's or Customer's actual long distance usage (for Data Services, the actual Date Service charges).

The Company does not pay interest on advance payments.