

Midwest Data Center, Inc.

MIDWEST DATA CENTER, INC.

(A Competitive Telecommunications Company)

LOCAL EXCHANGE TARIFF

FOR TELEPHONE SERVICE APPLYING TO ALL EXCHANGES

This Tariff describes generally the regulations and rates applicable to the provision of Local Telecommunications Services between points within the State of Missouri. Service is provided by Midwest Data Center, Inc. with principal offices at 214 S. Main Street, Rock Port, MO 64482. 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.

Issued: April 1, 2015
Issued By:

Office of the President
Midwest Data Center, Inc.
214 S. Main Street
Rock Port, MO 64482

Effective: May 1, 2015

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DESCRIPTION AND AREA OF OPERATIONS

MIDWEST DATA CENTER, INC. dba Midwest Data Center, Inc. (Company) is providing telecommunications service in the areas certificated to the Company by the Missouri Public Service Commission.

Headquarters for the Company are located at:

214 S. Main Street
Rock Port, MO 64482

Company representatives may be contacted at 660-744-5343

DEFINITIONS OF TERMS

ACCESS LINE

A central office circuit or channel which provides access to the telephone network for local and long distance telephone services.

AIR LINE MEASUREMENT

The shortest distance between two points. A measurement for computation of mileage charges between termination points.

ANCILLARY DEVICES

All terminal equipment except telephone instruments, PBX-PABX systems, key systems and data services.

ANSWERING EQUIPMENT

Equipment that will automatically answer incoming calls and make an announcement. It may also be equipped to record messages.

APPLICANT

Any person, partnership, corporation, or any combination thereof requesting service or action from the Company.

AUTHORIZED USER

A person, firm or corporation (other than the Customer) who has been authorized by the Company to communicate over a private line or channel according to the terms of the Tariff and (1) on whose premise a station of the private line service is located or (2) who receives from or sends to the Customer over such private line or channel communications relating solely to the business of the Customer

DEFINITIONS OF TERMS

BUILDING (Same)

A structure under one roof, or two or more structures under separate roofs but connected by passageways, in which the Company's wires or cables can be safely run provided the plant facility requirements are not appreciably greater than would normally be required if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by passageways and the plant facility requirements for furnishing telephone service are appreciably greater than would normally be required if all the structures were under one roof, the term "Same Building" applies individually to each of the separate structures.

BUSINESS SERVICE

Telecommunications service furnished to Customers where the primary or obvious use is of a business, professional, institutional or otherwise occupational nature.

CALL

An attempted communication, whether completed or not.

CANCELLATION CHARGES

A charge applicable under certain conditions when the application for service and/or facilities is canceled in whole or in part prior to the completion of the work involved or before the contract period is completed.

CENTRAL OFFICE

A switching unit in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting of exchange lines and trunks or trunks only. There may be more than one central office in a building or exchange.

CHANNEL

A path, or combination of paths, for communication between two or more stations or Company offices and furnished in such a manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

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DEFINITIONS OF TERMS

CIRCUIT

A channel used for the transmission of energy in the furnishing of telephone and other communication services further described as:

- (a) Two-wire circuit: A circuit using one transmission path, which may be one carrier pair or one pair (two wires) of metallic conductors.
- (b) Four-wire circuit: A circuit using two one-way transmission paths, which may be two carrier paths or two pairs (four wires) of metallic conductors

CLASS OF SERVICE

A description of telecommunications service furnished a Customer which denotes such characteristics such as nature of use (business or residence) or type of rate (flat or message rate). Classes of service are usually subdivided in grades, such as individual or multi-party line.

COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable, when not connected to exchange telecommunication service, of two-way communication between Customer-provided terminal equipment.

COMPANY

Midwest Data Center, Inc.

COMPLEX SERVICE

The provision of a circuit requiring special treatment, special equipment or special engineering design.

CONDUIT

A tubular runway for cable facilities

CONNECTING COMPANY

A corporation, association, firm or individual owning and operating a toll line or one or more central offices and with whom traffic is interchanged.

CONNECTION

Denotes the establishment of telephone service. A move of existing service to a different premise requires a connection.

DEFINITIONS OF TERMS

CONSTRUCTION CHARGE

A separate initial charge made for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted in the Tariff.

CONTINUOUS PROPERTY

The plot of ground, together with any building thereon, occupied by the Customer, which is not divided by public highways or separated by property occupied by others. Where a Customer occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property, provided local wire or cable facilities are used and the Customer furnishes all local distribution pole line facilities or underground conduit required in connection therewith.

CONTRACT

The service agreement between a Customer and the Company under which service and facilities for communication between specified locations for designated periods and for the use of the Customer and its specifically named authorized users are furnished in accordance with the provisions of this Tariff.

CONTRACT PERIOD

The length of time for which a Customer is responsible for the charges associated with the services, facilities, and equipment under contract.

COST OR COST BASIS

Cost of equipment and materials provided or used plus the cost of installation including, but not limited to, engineering, labor, supervision, transportation, right-of-way, other items which are chargeable, and the actual expense incurred by the Company relating to the call-out of Company personnel.

CUSTOM CALLING SERVICES

Custom Calling Services provide for call features like Call Waiting and Call Forwarding and is furnished in connection with individual line service.

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DEFINITIONS OF TERMS

CUSTOMER

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of this Tariff. The Customer is responsible for compliance with the rules and regulations of the Company, and is responsible for ensuring payment of the charges.

CUSTOMER PREMISES INSIDE WIRE

All wire within a Customer's premise, including connectors, jacks, and miscellaneous materials associated with the wire's installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, Customer premise inside wire excludes house, riser, buried, and aerial cable.

CUSTOMER-PROVIDED TERMINAL EQUIPMENT

Devices or apparatus and their associated wiring provided by a Customer, which may be connected to the communications path of the Company's exchange network either electrically, acoustically or inductively.

DEMARCATIION POINT

The point of interconnection between the Company's communications facilities and the terminal equipment, protective apparatus or inside wiring at a Customer's premise. The demarcation point is located on the Customer's side of the Company's protector or equivalent.

DEFINITIONS OF TERMS

DIRECTORY

A book which typically lists each telephone Customer alphabetically, with his/her service location and telephone number.

DIRECTORY ASSISTANCE SERVICE

Directory assistance service is furnished to supplement the information available in the Company directory, and to furnish telephone numbers to users who are not able to find the listing in their directory.

DIRECTORY LISTING

The publication of the Company's directory and/or directory assistance records of information relative to a Customer's telephone number, by which telephone users are able to ascertain the telephone number of a desired party.

DISCONNECT NOTICE

The written notice sent to a Customer following billing, notifying the Customer that service will be disconnected if charges are not satisfied by the date specified on the notice.

DISCONNECTION OF SERVICE

An arrangement for a permanent interruption of telephone service, made at the request of the Customer, or initiated by the Company for violation of Tariff regulations by the Customer. A "final" bill would be rendered showing moneys owed to the Company net of any amounts to be refunded, such as deposits, as of the date the service was disconnected.

DEFINITIONS OF TERMS

E911 SERVICE/EMERGENCY NUMBER SERVICE

A telephone exchange communication service whereby a public safety answering point designated by the Customer may receive and answer telephone calls placed by dialing the number 911. It includes the services provided by the lines and equipment associated with the service arrangement for answering and dispatching of public emergency telephone calls dialed to 911.

ENTRANCE FACILITIES

Facilities extending from the point of entrance on private property to the premise on which service is furnished.

EXCHANGE

The area established by the Company for the administration of telecommunications service for which a separate local rate schedule is provided. The area usually embraces a town, or village and its environs, and consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications services in that area.

EXCHANGE AREA

The area within which the Company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

FACILITIES

All the plant and equipment of the Company and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress allowed by the Commission.

DEFINITIONS OF TERMS

HOUSEHOLD

A household comprises all persons who occupy a dwelling unit. A dwelling unit is a house, an apartment or other group of rooms or a room that constitutes separate living quarters. A household includes the related persons (the head of the household and others in the dwelling unit who are related to the head of the household) and also any lodgers or employees who regularly live in the house. A person living alone or a group of unrelated persons sharing the same dwelling unit as partners is counted as a household.

INDIVIDUAL LINE SERVICE

A classification of exchange service furnished under Tariff provisions which provides that only one exchange access line shall be served by the circuit connected.

INITIAL NONRECURRING CHARGE

A nonrecurring charge made for the furnishing of telephone services, which may apply in addition to service connection charges.

DEFINITIONS OF TERMS

INITIAL SERVICE PERIOD

The minimum period of time for which service is provided, which is typically one month unless otherwise specified in the Tariff

INSTALLATION CHARGE

A nonrecurring charge associated with optional service features and may sometimes be called an “initial” charge, and may apply in addition to service connection charges.

INTEREXCHANGE PRIVATE LINE

A communication path between two or more serving areas not connected for exchange telephone service.

INTERFACE

- (a) The junction or point of interconnection between two systems or equipment having different characteristics which may differ with respect to voltage, frequency, speed of operation, type of signal and/or type of information coding including the connection of other than Company-provided facilities to exchange facilities provided by the Company.
- (b) The point of interconnection between Company equipment and communications facilities on the premise of the Customer. Also referred to as demarcation point.

INTERFACE EQUIPMENT

Equipment provided by the Company at the interface location to accomplish the direct connection of facilities provided by the Company with facilities provided by other than the Company.

INTERLATA

Long distance message telecommunications service where point locations are in a different local access and transport area (LATA).

INTRALATA

Long distance message telecommunications service where service point locations are within the same local access and transport area (LATA).

INTRAEXCHANGE CHANNEL SERVICE

Channel connecting two or more “primary terminations” in the same exchange.

DEFINITIONS OF TERMS

LOCAL ACCESS AND TRANSPORT AREA (LATA)

Denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating Company serving area which are grouped to serve common social, economic, and miscellaneous purposes.

LOCAL EXCHANGE SERVICE

Telecommunications service provided within an exchange for the purpose of establishing connections between Customer premise within the exchange, including connections between a Customer premise and a long distance service provider serving the exchange. Local exchange service may also be referred to as local exchange telephone service.

LOCAL SERVICE AREA (LOCAL CALLING AREA)

The area within which telephone service is furnished Customers under a specific schedule of exchange rates (flat or measured) and without toll charges. A local service area may include one or more exchange areas under an extended area service arrangement.

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

Facilities furnished by means of wire, radio or a combination thereof for telecommunications between service points in different local service areas in accordance with the regulations and system of charges specified by the Company.

MAINTENANCE SERVICE CHARGE

A nonrecurring maintenance charge applied when service difficulty or trouble results from the use of Customer-provided equipment or inside wiring.

DEFINITIONS OF TERMS

MILEAGE

The measurement (airline, route, etc.) upon which a charge for the use of part or all of a circuit furnished by the Company is based.

MINIMUM CONTRACT PERIOD

The minimum length of time for which a Customer is obligated to pay for service, facilities and equipment, whether or not retained by the Customer for such minimum length of time.

NONPUBLISHED TELEPHONE NUMBER

A telephone number associated with an exchange access line which, at the request of the Customer, is not listed in the telephone directory and is not made available to the general public by the Company.

NONRECURRING CHARGE

A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

PERMANENT DISCONNECT

A discontinuance of service in which the facilities used in the service are immediately made available for use for another service.

PREMISE

The same premise consists of:

- (a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others.
- (b) the portion of the building occupied by the Customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public thoroughfare or by space occupied by others.
- (c) the continuous property operated as a single farm whether or not intersected by a public road.

PREMISE WIRING

All wire within a Customer's premise, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, Customer premise inside wire excludes riser, buried and aerial cable.

DEFINITIONS OF TERMS

PRIVATE LINE

A circuit provided to furnish dedicated communication between two or more directly connected locations and not having connection with central office switching equipment.

PRIVATE LINE SERVICE

The channels furnished to a Customer for communication between specified locations.

PUBLISHED TELEPHONE NUMBER

A number which appears in the current telephone directory, or is scheduled to appear in a forthcoming telephone directory, and which also appears in the information records for general public information.

RATE CENTER

A specified geographical location within an exchange area from which mileage measurements are determined for the application of rates between exchange areas.

RESIDENTIAL SERVICE

Telecommunications service furnished to Customers when the actual or obvious use is for domestic purposes.

SERVICE CHARGE

A nonrecurring nonrefundable charge for work required to establish initial service or to make subsequent additions to, moves, or changes in that service.

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DEFINITIONS OF TERMS

SUSPENSION OF SERVICE

An arrangement made at the request of the Customer, or initiated by the Company, for temporarily interrupting service.

TARIFF

The schedule of the Company containing all rules and regulations, rates, and charges, stated separately by type or kind of service and the Customer class filed with the Commission.

TELEPHONE NUMBER

A numerical designation assigned to a Customer for convenience in operation and identification. The telephone numbers include the number prefix of a central office, which is termed "central office designation."

TERMINATION CHARGE

A charge made to liquidate a Customer's obligations for termination of service prior to the expiration of the initial contract period.

TERMINATION OF SERVICE

The discontinuance of service or facilities provided by the Company, either at the request of the Customer or by the Company under its regulations concerning cancellation for cause.

TOLL SERVICE

That part of the total telephone service rendered by the Company which is furnished between different local service areas in accordance with the rates and regulations specified in the Long Distance Message Telecommunications Tariff as may be issued or concurred in by the Company.

EXPLANATION OF SYMBOLS

- (C) Change in Regulation
- (D) Discontinued Rate, Regulation or Text
- (I) Increase in Rate
- (N) New Rate, Regulation or Text
- (R) Reduction in Rate
- (T) Change in Text but no change in Rate or Regulation

GENERAL RULES AND REGULATIONS

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GENERAL RULES AND REGULATIONS

4.1 GENERAL APPLICATION

- 4.1.1 The rules and regulations set out in this Tariff apply to the services and associated facilities furnished by the Company within its operating territory in the serving area certificated to it by the Missouri Public Service Commission. In the event of any conflict between any rate, rule, regulation or provision contained within this Tariff and any rule or statutes of the Missouri Public Service commission, the rule or statutes of the Missouri Public Service commission shall prevail.
- 4.1.2 Complete Tariffs containing all rates for Local Telecommunications Service will be kept at all times in the Company's local business office where they will be available for public inspection during regular business hours. Copies may be obtained at reproduction cost.
- 4.1.3 Failure on the part of any Customer to observe these rules and regulations of this Tariff gives the Company the right to cancel all contracts and discontinue the furnishing of service.
- 4.1.4 The exchanges served by the Company are as follows:
Craig
Fairfax
Maryville
Mound
Tarkio
- 4.1.5 The Company concurs in the exchange boundary maps for the exchanges listed above as filed by the incumbent local exchange company in tariffs approved by the Commission.
- 4.1.6 Pursuant to Statue section 392.200.8(3), customer-specific individual case basis pricing may be offered on all business services in all sections of this Tariff where the business customer is located in an exchange where the incumbent local exchange telecommunications company has been declared competitive under Statute section 392.245.

4.2 ESTABLISHING SERVICE

4.2.1 Availability of Facilities

- A. The rates and charges quoted in this Tariff provide for the furnishing of service and facilities where suitable facilities are available
- B. The Company shall not be liable for failure to furnish service
- C. When service and facilities are provided in part by the Company and in part by other connecting companies the regulations of the Company apply to that portion of the service and facilities furnished by the Company.

GENERAL RULES AND REGULATIONS

4.2 ESTABLISHING SERVICE (Cont'd)

4.2.2 Application for Service

- A. Applications for service or requests or orders by the Customer for additional services or facilities may be made orally, or in writing when deemed necessary by the Company, and shall constitute a contract when accepted by authorized employees or agents of the Company, or upon establishment of service.
- B. An Applicant may be required to make an advance payment at the time the application is accepted, in cases where a deposit is not collected. The amount of the payment will be based on applicable Service Connection Charges and the first month's charges for Exchange Service. The provisions of this paragraph affect the initial payment only and regular monthly charges for service as well as billing and collection practices discussed within this Tariff are otherwise applicable.

4.2.3 Cancellation or Change in Application for Service

- A. Where the Customer cancels an application for service prior to the start of installation of service or of special construction no charge applies.
- B. Where installation of service has been started prior to the cancellation, a Cancellation Charge equal to the Minimum Service Charge may apply.
- C. When a Customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the Customer is also required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

GENERAL RULES AND REGULATIONS

4.2 ESTABLISHING SERVICE (Cont'd)

4.2.4 Refusal of Service

A. Grounds for Refusal of Service:

1. The Company may refuse to serve an Applicant for any one of the following reasons:
 - a. The Applicant's installation or equipment is known to be inadequate, hazardous or of such character that satisfactory service cannot be given.
 - b. In extraordinary circumstances where an Applicants unlimited access to the network may result in substantial loss of revenue to the Company.
 - c. For refusal to make a deposit if the Applicant/Customer is required to make a deposit under the requirements outlined in this Tariff.

B. Applicant's Recourse

In the event the Company refuses to serve an Applicant, the Company will inform the Applicant of the reasons for its refusal.

4.2.5 Transfer, Assignment, or Supersedure of Service

- A. Service previously furnished to one (1) Customer may not be assumed by a new Customer without lapse in the rendition of service. The new Customer must execute a new service agreement subject to the provisions of this Tariff.

GENERAL RULES AND REGULATIONS**4.2 ESTABLISHING SERVICE (Cont'd)****4.2.6 Minimum Service Periods**

Unless otherwise specified elsewhere in this Tariff, the minimum service period for all services offered in this Tariff is one (1) month beginning on and including the day following the establishment of service. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations. For purposes of administration, each month is considered to have thirty (30) days.

4.2.7 Priority of Establishment of Service

Applications for service in a particular exchange will be completed in the chronological order of their receipt to the extent practical and economical, and depending on the availability of facilities.

4.3 FURNISHING OF SERVICE**4.3.1 Provision and Ownership of Service and Facilities**

Service and facilities furnished by the Company on the premise of a Customer or Authorized User are the property of the Company and are provided upon the condition that such service and facilities, except as expressly provided in this Tariff, must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premise at any reasonable hour to install, to inspect, or to repair any part of the Company's facilities on the Customer's premise, or to remove such facilities which are no longer necessary for the provision of service.

4.3.2 Company Facilities at Hazardous or Inaccessible Locations

- A. Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and/or the Customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. The Customer will reimburse the Company for any unusual costs involved.
- B. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, or damage by reason of the installation and maintenance of such service and/or facilities.

GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.3 Protective Equipment

- A. Protective equipment is required when a hazardous electrical environment is present at a Customer's premise and when the estimated rise in ground potential is sufficient to cause damage to Company facilities or to endanger the safety of the Company's employees or Customers. The Customer must provide the protective equipment subject to Company specifications.
- B. Other special protective equipment and/or neutralizing transformers, isolating transformers, drain coils for use in providing service to Customer's premise where there are high ground potentials, even though not required, may be provided by the Customer, subject to specifications, or in accordance with the rates, terms and conditions of Section 10 of this Tariff.
- C. All equipment connected to the Company's facilities and the telecommunications network shall meet the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

4.3.4 Telephone Numbers

- A. Telephone numbers are the property of the Company and are assigned to the service furnished the Customer. The Company reserves the right to change such numbers and/or the central office name associated with such numbers assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- B. The Company shall list each Customer with directory assistance except those numbers not listed at the Customer's request.

GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.5 Classifications of Service

A. Basis for Classification

1. The determination as to whether Customer service should be classified as business or residence service is based on the character of the use to be made of the service and facilities. This consideration is, in all cases, the basis upon which the rates for any particular service are classified, and any indices of such character of use should be applied with this primary definition in mind.
2. The Company reserves the right to classify any local service furnished a Customer as business or residence service, in compliance with this Tariff.

B. Application of Business Rates

Business rates apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use.

GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.5 Classifications of Service (Cont'd)

C. Application of Residence Rates

Residence rates apply when the use of the service is of a domestic nature, provided that service is not used substantially for occupational purposes.

GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.5 Classifications of Service (Cont'd)

- D. Changes in classification between residence to business service may be made without change in telephone number if the Customer so desires.

4.3.6 Installation, Maintenance, and Repair of Facilities

- A. All ordinary expense of installation, maintenance, and repairs of Company equipment and facilities, unless otherwise specified in this Tariff, is borne by the Company. Where special conditions or requirements of the Customer involve unusual construction or installation costs, the Customer may be required to pay a reasonable proportion of such costs. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the Customer or other persons authorized to use the service and not due to ordinary wear and tear, the Customer shall be required to pay the actual expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.
- B. The Customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon the written consent of the Company or as otherwise specified in the Company's applicable Tariffs. The Company shall have the right to charge the Customer for losses experienced as a result of unauthorized tampering.

GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.6 Installation, Maintenance, and Repair of Facilities (Cont'd)

- C. The Customer may be billed the applicable Minimum Service Charge for each service call to the Customer's premise where off-hook condition is found.

4.3.7 Work Performed Outside Regular Working Hours

The rates and charges specified in this Tariff contemplate that all work in connection with furnishing or rearranging service will be performed during regular working hours. Whenever a Customer requests that work necessarily required in the furnishing or arranging of his service be performed outside the Company's regular working hours, or that work already started should be interrupted, the Customer may be required to pay the amount of additional costs the Company incurs as a result of the Customer's special requirements, in addition to the other rates and charges specified in this Tariff.

GENERAL RULES AND REGULATIONS

4.4 USE OF SERVICE AND FACILITIES

4.4.1 Use of Service

- A. The Company may refuse to install or may terminate a Customer's service if it is located on premise of a public or semi-public nature or in a business establishment, where the public in general or patrons of the Customer may make use of the service.
- B. Services provided by the Company may not be resold by the Customer or used in any manner for which the Customer receives compensation from the user except as provided herein:
 - 1. Access services provided pursuant to Interstate or Intrastate Access Services Tariffs the Company issues or concurs in; or
 - 2. Services provided to hotels, motels, hospitals, and cellular and paging Customers when such services are resold to guests, patients, or customers.
- C. The Customer is responsible for payment of all charges of the Company for all services ordered by the Customer, including those that are shared or resold as provided herein, regardless of whether such charges are associated with the Customer's usage or that of any Authorized Users and regardless of whether such Authorized Users have paid the Customer for their share of the Company's charges.

4.4.2 Accessories Provided by the Customer

No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the Company facilities except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The Customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his/her premises because of the use of such attachments or connections.

4.4.3 Limit On Communication

The Company reserves the right to limit the length of communications when necessary due to a shortage of facilities caused by emergency conditions.

GENERAL RULES AND REGULATIONS

4.4 USE OF SERVICE AND FACILITIES (Cont'd)

4.4.4 Unlawful, Abusive, or Fraudulent Use of Service

- A. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued, after proper written notice, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this Section.

- B. The Company may suspend or terminate telephone service to any person(s), firm or corporation who: uses or permits the use of foul, abusive, obscene or profane language over the facilities furnished by the Company; or impersonates or permits impersonation of any other individual with fraudulent or malicious intent; or uses or permits their telephone to be used to make calls whether anonymous or otherwise in any manner which could reasonably be expected to frighten, abuse, torment, or harass another; or uses the service in such a manner as to interfere in any way with the service of others.

GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE

4.5.1 Discontinuance of Service

A. Non-payment Service Interruption

In the event of a proposed disconnection of Residential Basic Local Service only, the following procedures shall apply:

1. No Local Service shall be disconnected for non-payment of Local Service Charges until at least twenty nine (29) days from the date of the bill.
2. No Local Service can be disconnected for non-payment of Local Service Charges unless the utility has given the affected Customer a written notice of the proposed disconnection at least five (5) days before the proposed date of disconnection. The notice must include:
 - a. The final payment date of the amount due;
 - b. The reason for the disconnection, including the unpaid balance due;
 - c. A telephone number which the Customer may call for information about the proposed disconnection; and
 - d. The procedure for medical emergencies, as hereinafter described.
3. If contact with the Customer was not previously made and notice of the disconnection was by mail or by leaving it at the premise, the utility must make a good faith effort to contact the Customer at least two (2) days before the proposed disconnection.
4. If a Customer's check is returned for insufficient funds or dishonored by the bank, this constitutes an automatic waiver of the written notice requirements.

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Midwest Data Center, Inc.
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GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

B. Disconnection with Notice

Telephone service may be disconnected after proper notice for any of the following reasons:

1. Failure to pay a delinquent account, including only the carriage charges of an interexchange carrier when the Company bills for those carriers.
2. Violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment when a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation.
3. Failure to comply with deposit or guarantee arrangements where required.
4. Failure to pay the account of another Customer as guarantor thereof.

C. Telephone service may be disconnected without notice under either of the following conditions:

1. Where a known dangerous condition exists for as long as the condition exists. Where reasonable given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
2. Where service is connected without authority by a person who has not made application for service, or who has reconnected service without authority following termination of service for nonpayment, or in instances of tampering with the Company's equipment or bypassing the same.

GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

4.5.1 Discontinuance of Service (Cont'd)

D. Disconnection on Holidays or Weekends

Unless a dangerous condition exists or unless the Customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Company are not available to the public for the purpose of making collections and reconnecting services.

4.5.2 Termination of Service

A. Termination of Service by the Company

1. When the service is terminated on the initiative of the Company because of violation of its regulations by the Customer, the regulations stipulated in the paragraph below for termination of service by the Customer apply.
2. Should service be terminated for nonpayment of charges, restoration of service will be made only as prescribed in Section 4.5.3 of this Tariff.

B. Termination of Service by the Customer

Service may be terminated at any time upon reasonable notice from the Customer to the Company. Upon such termination, the Customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period and applicable Termination Charges, if any.

GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

4.5.3 Restoration of Service

- A. For restoration of a Customer's Telecommunications Service when service has been disconnected the following conditions are applicable. Service Charges are discussed in Section 5 of this Tariff.
- B. If the Customer's service has been terminated the Customer must reapply for telephone service as a new Applicant before having service restored. Such application will be subject to applicable Service Charges.
- C. At its discretion, the Company may restore or re-establish service, which has been suspended or disconnected for nonpayment of charges prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver by the Company of any rights to suspend or disconnect service for nonpayment of charges due and unpaid, or for the violation of the provisions of this Tariff. Moreover, the Company's failure to suspend or disconnect service for nonpayment of any past due account or accounts shall not operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

4.6 CUSTOMER RELATIONS

4.6.1 General

- A. The Company will maintain a current set of maps showing the physical locations of its facilities and telephone exchange locations. Each central location will have available up-to-date maps or records of its immediate area, with such other information as may be necessary to enable the Company to advise Applicants and others entitled to the information, as to the facilities available for serving that locality.
- B. Upon request for service by an Applicant or upon request for transfer of service by a Customer, the Company shall inform the Applicant or Customer of the Company's lowest priced alternatives available at the Customer's location. The Company shall provide this information beginning with the lowest priced alternative and giving full consideration to applicable service or equipment options and Installation Charges.

GENERAL RULES AND REGULATIONS**4.6 CUSTOMER RELATIONS** (Cont'd)**4.6.1 General** (Cont'd)

- C. The Company will post a notice in a conspicuous place in each business office of the Company where applications for service are received informing the public that copies of the rate schedules and rules relating to the services of the Company, as filed with the Commission, are available for inspection.
- D. The Company will provide to all new telephone service Customers, at the time service is initiated, a pamphlet or information packet advising the Applicant of his or her rights as a Customer. This information shall inform the Customers concerning their right to request information relating to rates and services; bill payment policies; regulations in regard to termination of service; billing disputes; information about alternative payment plans; reconnection of service after involuntary termination; Customer complaints, supervisory review by the Company and registering a complaint with the Commission; Company business office hours, addresses and telephone numbers; deposits; statement of nondiscrimination; and availability of any special services such as readers or notices in Braille, as well as the telephone number of the teletypewriter for the deaf at the Commission.

4.6.2 Customer Complaints

- A. Upon complaint to the Company by a Customer either at the Company's office by letter or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof.
- B. In the event the complainant is dissatisfied with the Company's report, the Company will advise the complainant of the Commission complaint process, and inform the complainant that they may contact the Division at the Commission which is responsible for handling complaints.
- C. Upon receipt of a complaint, either by letter or by telephone, from the Commission on behalf of a Customer, the Company shall make a suitable investigation and advise the Commission within thirty (30) days of the results thereof.
- D. The Company shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof, for a period of two years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges, which require no further action by the Company, will not be recorded.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit

A. Definition of Applicant and Customer

For purposes of this subsection, an Applicant is defined as a person who applies for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service or has received service in the past.

B. Establishment of Credit

1. The Company may require an Applicant, a presently disconnected Customer, or a former Customer to satisfactorily establish credit for the purpose of guaranteeing final payment for service. Such establishment of credit will not relieve the Customer from prompt payment of bills. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared telephone service. Credit history applies equally to both, without modification.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

C. Interests on Deposits

1. The deposit shall bear interest at a rate which is equal to one percent (1%) above the prime lending rate as published in the *Wall Street Journal*. The rate shall be adjusted annually on December 1. The interest shall be credited annually upon the account of the Customer or paid upon the return of the deposit, whichever occurs first.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

D. Deposit Required

1. The required initial deposit shall not exceed the amount of an estimated bill for two (2) regular billing periods or in the case of a Customer whose bills are payable in advance, the deposit shall not exceed an estimated bill for one (1) regular billing period, plus two (2) months estimated toll.
2. An additional deposit may be required from a Customer when excessive toll occurs and there is a known credit risk, either upon written notice or verbal notification subsequently confirmed in writing. If the deposit requirement is not met, toll restriction may be applied where technically available.

E. Information Provided With Deposits

At the time a deposit is required, the Company shall provide written information about deposits to Applicants for, or Customers of, business or residential service. This information will include:

1. the circumstances under which the Company may require a deposit, or request an additional deposit;
2. how a deposit is calculated;
3. the amount of interest paid on a deposit and how this interest is calculated; and
4. the time frame and requirement for return of the deposit to the Customer.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

F. Records of Deposits

1. The Company will keep records to show:
 - a. The name and address of each depositor;
 - b. The amount and date of the deposit; and
 - c. Each transaction concerning the deposit.
2. The Company will issue a receipt of deposit to each Applicant or Customer from whom a deposit is received and will provide means whereby a depositor may establish his claim if the receipt is lost.
3. The fact that a deposit is made is not a waiver or modification of the Company's regulations pertaining to disconnection of service for non-payment.

G. Refund of Deposit:

1. If service is not connected or after disconnection of service, the Company will promptly and automatically refund the Customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premise to another within the service area of the Company shall not be deemed a disconnection where refund of the deposit is concerned.

GENERAL RULES AND REGULATIONS**4.6 CUSTOMER RELATIONS (Cont'd)****4.6.4 Payment for Service**

A Customer shall be responsible for the payment of all charges for services and equipment furnished the Customer, including charges for services originated and/or charges accepted at the Customer telephone. Failure to receive a bill or disconnect notice does not relieve the Customer of the responsibility for payment provided the Company has followed procedures for proper Customer notification. The services or facilities furnished by the Company may be suspended for failure of the Customer to pay any sum due as set forth under Sections concerning discontinuance of service.

A. Billing Period and Charges

1. Bills for telephone service will normally be rendered monthly. Bills may be rendered more frequently, however, when it is considered necessary or advisable by the Company. Bills shall show the Company name, toll free contact telephone number, period of time covered by the billings, and shall show a clear listing of all charges due and payable, including outstanding amounts in the same Customer class that the Company may have chosen to transfer from a Customer's prior delinquent account(s). Payment of charges for moves and changes and other Nonrecurring Charges may be required prior to completion.
2. Charges for local services and facilities are payable monthly in advance.
3. Special charges, fees, and taxes - An additional charge shall be added to the Customer's bill for service, which is equal to the pro rata share of any occupation, franchise, business, license, excise, privilege, or other similar charge or tax, now or hereafter imposed by any municipal taxing body or municipal authority whether by statute, ordinance, law, or otherwise, and whether presently due or to hereafter become due, upon approval of the charge by the Commission.
4. The Company will provide the Customer with a breakdown of Local Service Charges at the time service is initially installed or modified, or if requested by the Customer, at a reasonable charge. The Customer may also choose to receive an itemized breakdown of Local Service Charges monthly or annually which will be provided by the Company at a reasonable charge.

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GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.4 Payment for Service (Cont'd)

B. Pro Rating of Charges

Charges for service normally furnished on a monthly basis (except those involving a minimum billing period) billed for periods in excess of, or less than, a billing month will be pro rated.

C. Suspended or Disconnected Service

1. Should service be suspended for nonpayment of charges, it will be restored only as provided in Section 4.5.3 of this Tariff.
2. When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Tariff.

D. Payment Arrangements

The Company may agree to a payment arrangement, whereby an outstanding bill will be paid after the due date of the bill but before the due date of the next bill if a Customer so requests. If the Customer does not fulfill the terms of such payment arrangements the Company shall have the right to disconnect service. A disconnect notice must be issued prior to termination of service, if one had not been issued before the payment arrangement was executed.

GENERAL RULES AND REGULATIONS**4.6 CUSTOMER RELATIONS (Cont'd)****4.6.5 Allowance for Interruptions**

In the event of a service interruption to the service not due to the negligence or willful act of the Customer or any situation referenced in Commission Rules, an allowance will be made if the interruption continues for more than twenty-four (24) hours from the time it is reported to be out of order or detected by the Company as being out of order and where applicable after access to the premise is made available.

In the event of a power failure at the Customer premises where fiber facilities are used for service, no allowance is made for interruption of service, and the Company shall not be held liable for such an interruption of service.

4.6.6 Adjustment of Charges for Overbilling and Underbilling

If billings for Telecommunications Service are found to differ from the Company's lawful rates for the services being purchased by the Customer, or if the Company fails to bill the Customer for such services, a billing adjustment shall be calculated by the Company.

The backbilling for both overcharges and undercharges to the Customer shall not exceed twelve (12) months.

4.6.7 Disputed Bills

- A. In the event of a dispute between a Customer and the Company regarding any bill for utility service, the Company shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the Customer and, in the event the dispute is not resolved, shall inform the Customer of the complaint procedures of the Commission.
- B. A Customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed thirty (30) days. The Customer is obligated to pay any billings not disputed. Undisputed amounts are subject to discontinuance of service.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.7 Disputed Bills (Cont'd)

- C. Any Customer or Applicant for service requesting the opportunity to dispute any action or determination of the Company under the Customer service rules as set out in the Company's Tariff shall be given an opportunity for a supervisory review by the Company. If the Company is unable to provide a supervisory review immediately following the Customer's request for such review, arrangements for the review shall be made for the earliest possible date. Service shall not be disconnected pending completion of the review. If the Customer chooses not to participate in such review or to make arrangements for such review to take place within thirty (30) days after requesting it, the Company may disconnect service, providing notice has been issued under standard disconnect procedures. Any Customer who is dissatisfied with the review by the Company will be informed of their right to file a complaint and/or request a hearing before the Commission. The results of the supervisory review must be provided in writing to the Customer within thirty (30) days of the review, if requested.

GENERAL RULES AND REGULATIONS**4.6 CUSTOMER RELATIONS (Cont'd)****4.6.8 STATEMENT OF CUSTOMER'S RIGHTS AND RESPONSIBILITIES**

Pursuant to Missouri Public Service Commission Rule 240-33.060(3), the Company will provide its Customers with the following information, at the time service is established:

A. Rights and Responsibilities of Missouri Residential Telephone Customers

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone customer.

B. Your Telephone Bill

You will receive a telephone bill from us each month. Midwest Data Center, Inc. provides basic local telephone service (including access to 911) and certain custom calling services. Payment in full is due within 21 days of the date of the bill. If we do not receive your payment within 21 days, your service is subject to disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

C. Payment Arrangements

Payment may be sent to Midwest Data Center, Inc. Payment for service may be made by check, or may be paid in cash at an authorized location. If you are temporarily having difficulty paying your telephone bill, please call us immediately at 1-8XX-XXX-XXXX. By doing this, you may avoid having your phone service disconnected or terminated.

D. Disconnection or Termination of Telephone Service

Your telephone service is subject to disconnection or termination for any of the reasons listed below. If service is terminated, a new telephone number may be assigned and you will be required to pay installation charges again. If service is disconnected, your telephone number is reserved for 10 days and you will not be charged installation charges again.

1. Nonpayment of an undisputed delinquent account. Your service will not be discontinued for nonpayment of a delinquent charge until Midwest Data Center, Inc. has notified you in writing at least 10 days in advance of the discontinuance. Additionally, Midwest Data center, Inc. will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your telephone service.
2. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.8 STATEMENT OF CUSTOMER'S RIGHTS AND RESPONSIBILITIES (Cont'd)

3. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
4. Misrepresentation of identity in obtaining telephone utility service.
5. Incurs charges and evidences an intent not to pay such charges when due.

E. Reconnection of Service

After local telephone service has been disconnected or terminated, Midwest Data Center, Inc. will restore your service when the reason for the disconnection or termination has been remedied. Before restoring your service, the following will be required:

1. Payment for all undisputed amounts must be received by Midwest Data Center, Inc.
2. Installation charges must be paid again if your service has been terminated. Installation charges will not be charged if your service has been disconnected.
3. One month's advance payment and/or a deposit has been made.

F. Procedures for Handling Inquiries and Complaints

Telephone inquiries may be directed to Midwest Data Center, Inc. Written inquiries may be directed to 214 S. Main Street, Rock Port, MO 64482.

G. Filing a Complaint with the Missouri Public Service Commission

If Midwest Data Center, Inc. cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 200 Madison Street, Jefferson City, MO 65102, toll free at 1-800-392-4211 to file an informal complaint.

If your complaint cannot be resolved informally, you may file a formal complaint, in writing, with the Missouri Public Service Commission at their mailing address: P.O. Box 360, Jefferson City, MO, 65102.

Also, the Missouri Office of the Public Counsel, representing the public before
the

Public Service Commission, has an office at 301 West High Street, 2nd Floor, Jefferson City, MO, 65101. The Public Counsel's telephone number is 1-573-751-4857

GENERAL RULES AND REGULATIONS

4.7 LIABILITY OF THE COMPANY

4.7.1 Service Irregularities

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount equivalent to the proportionate Local Service Charge to the Customer for the period of service during which such service irregularities occur and continue.

However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or failure or defects in facilities furnished by the Company which are caused or contributed to by the negligence or willful act of the Customer, Authorized User, or Joint User or which arise from the use of Customer provided premise equipment shall not result in the imposition of any liability whatsoever upon the Company. The Company shall not be liable for any property damage or personal injury, or other alleged damage or injury, caused by any Customer-provided power supply, wiring, or power outlet.

GENERAL RULES AND REGULATIONS

4.7 LIABILITY OF THE COMPANY (Cont'd)

4.7.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other Company or companies furnishing a portion of such service.

4.7.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the Customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof.

4.7.4 Defacement of Premise

The Company is not liable for any defacement or damage to the premise of a Customer resulting from the furnishing of service or the installation, attachment, or removal of the facilities furnished by the Company on such premise.

GENERAL RULES AND REGULATIONS

4.8 RESERVED FOR FUTURE USE

4.8.1 RESERVED FOR FUTURE USE

4.9 TEMPORARY PROMOTIONAL PROGRAMS

4.9.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges to introduce present or potential Customers to a service not previously received by the Customer(s).

SERVICE CHARGES

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SERVICE CHARGES

5.1 DEFINITIONS

5.1.1 Account

A Customer's record relating to his/her service or equipment billed to a telephone number. Service may be located on one (1) or more premise as long as it is part of his/her main telephone system and billed to the main telephone number.

5.1.2 Service Charge Elements

A. Service Order Charge

The Company's charge associated with the receipt, recording and processing of information in connection with a Customer's or Applicant's request for service to be provided to the same account, at the same time and on the same premise or continuous property.

B. Customer Premise Visit Charge

The Company's charge associated with a trip to the Customer/Applicant's premise to comply with the Customer/Applicant's request to establish service.

5.2 APPLICATION OF CHARGES

5.2.1 General

- A. Service Charges are in addition to other rates and charges normally applied under this Tariff, and are applicable for all services furnished to the Customer as indicated throughout.
- B. The Service Charges specified in this Tariff are intended to cover costs incurred by the Company to establish, add to, or to rearrange service as requested by the Customer.
- C. The Service Charges in this Section are applicable to work performed during normal working hours, on days of the week other than weekends or holidays. If the Customer requests that work be performed at hours outside of the normal business hours (9:00 a.m. to 5:00 p.m.) or business week (Monday - Friday), or interrupts work once begun, an additional charge applies based on the additional costs incurred by the Company.

SERVICE CHARGES

5.2 APPLICATION OF CHARGES (Cont'd)

5.2.1 General (Cont'd)

- D. Except as otherwise provided in this Section, all changes in location of Customer's equipment or service from one (1) premise to another are treated as new service connections and the appropriate Service Charges will be applied.
- E. Payment of Service Charges may be required at the time of application for service, or upon presentation of a bill.
- F. Service Charges are not applicable for:
 - 1. Moves or changes required for normal maintenance and repair of the Company's service.
 - 2. Change or correction in billing name or address when there is not a change in responsibility and no connection, disconnection, move or change in the service.
 - 3. An upgrade or regrade of service for Company reasons.
 - 4. The connection of telephone sets or other terminal equipment when no line connection or central office access work is required.
 - 5. Telephone number changes for Company reasons.
 - 6. When existing Customers disconnect their Local Exchange Access Service.
 - 7. Blocking access to 976 Service, provided that the blocking is requested either at the time the telephone service is established at a new number or within sixty (60) days of the establishment of the service.

SERVICE CHARGES

5.2 APPLICATION OF CHARGES (Cont'd)

5.2.2 Specific Application of Service Charges

A. Service Order Charges

1. Service Order Charges are applicable:
 - a. For requests to establish an account for initial connection of service.
 - b. For connection of additional local exchange access lines, private lines or detached access lines to an established service.
 - c. For changes and transfers of service involving a change in name and responsibility, except in the case of a surviving spouse who has established service.
 - d. For restoration of service disconnected for non-payment of telephone bills.
 - e. For subsequent requests for service, for restoration of service at the Customer's request, and for requests for change in class or grade of service.
 - f. For service ordered while that Customer has a pending service order and which requests services that cannot be included on the pending service order.
 - g. For additions, moves or changes of lines in the same building or in different buildings on the same premise.
 - h. For each telephone number changed at the Customer's request, including number changes to provide trunk hunting. No charge is applicable for a number change initiated by the Company.
 - i. For changes to a directory listing if a Customer requests this change more than once in a calendar year.

SERVICE CHARGES**5.2 APPLICATION OF CHARGES** (Cont'd)**5.2.2 Specific Application of Charges** (Cont'd)**B. Customer Premise Visit Charge**

1. A Premise Visit Charge is applicable when a trip to the Customer's premise is required to complete work requested by a Customer, as shown on the related Service Order.
2. Only one (1) Premise Visit Charge will apply in connection with the same service order.
3. A Premise Visit Charge is not applicable to complete disconnection of service or a change in service or facilities initiated by the Company.

5.3 SCHEDULE OF SERVICE CHARGES**A. Installation and Repair:**

| | |
|--|----|
| Indoor Standard Install, no cabling required | \$ |
| Indoor Standard Install, new cabling required | \$ |
| Indoor Commercial Installation | \$ |
| Outdoor Standard Install, no cabling required | \$ |
| Outdoor Standard Install, new cabling required | \$ |
| Outdoor Commercial Installation | \$ |
| Custom Install, Hourly Rate | \$ |
| Change of Service- Technician | \$ |
| Change of Service- Electronic | \$ |
| Additional Outlet-at Initial Install | \$ |
| Additional Outlet-Separate Trip | \$ |
| Relocate Outlet-at Initial Install | \$ |
| Relocate Outlet-Separate Trip | \$ |
| Co-Location, After Hours Visit, per hour | \$ |

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Midwest Data Center, Inc.
214 S. Main Street
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SERVICE CHARGES

5.4 TERMINATION CHARGE

5.4.1 General

When a Customer cancels an order for service prior to the establishment of service or the expiration of the initial contract period, a Termination Charge may be applicable.

5.5 RETURNED CHECK CHARGE

5.5.1 General

The Company will assess a charge for each instance where a check is returned or otherwise dishonored by a bank or equivalent business for non-sufficient funds.

NSF Check Fee \$

SERVICE CHARGES

5.6 REACTIVATION OF SERVICE CHARGE

5.6.1 General

When service is temporarily suspended for non-payment of charges and the service will be restored upon payment of past-due charges, as discussed in Section 4 of this Tariff. In addition, a Restoration of Service Charge will be applied.

5.6.2 Rates and Charges

Reactivation of Service Charge \$

LOCAL EXCHANGE SERVICE

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LOCAL EXCHANGE SERVICE

6.1 LOCAL EXCHANGE RATES

6.1.1 General

Basic Service provides a Customer with a single, voice grade dial tone line which allows unlimited local calls for one (1) flat monthly rate and where applicable, Packaged or Ala Carte long distance minutes. Basic Service is available with the features described in Section 8. The features are available packaged in groups. Local Number Portability allows a Customer to retain his/her previously assigned telephone number from a different service provider. To receive the Base Monthly Rates below telephone service must be bundled with other AES services for a minimum \$45 monthly recurring charge.

6.1.2 Base Monthly Rates, per line Residential Business

- Basic Line Service
- Local Number Portability
- Nationwide Long Distance, per minute
- 800 Long Distance, per minute

LOCAL EXCHANGE SERVICE

6.2 RESERVED FOR FUTURE USE

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214 S. Main Street
Rock Port, MO 64482**

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DIRECTORY PUBLICATION AND USE

7.1 DIRECTORY LISTINGS

7.1.1 Provision of Directory Listings

- A. For each Customer of Company provided Local Exchange Service, the Company will arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Company in the area at no additional charge.
- B. At a Customer's option, the Company will arrange for additional listings at the rates set forth in this Tariff. See Rate Sheet.
- C. Listings are regularly provided in connection with all classes of exchange service unless the Customer subscribes to Non-Published Number Service.
- D. Directory listings are provided to aid in the use of telephone service through the identification of Customers' telephone numbers.
- E. The contract period for directory listings where the primary or additional listing appears in the directory is the directory period.
- F. Non-published Telephone Number Service is provided by the Company. This is a type of service where the Customer's number is not included in the published directory, but is included in the information records and is provided by the directory assistance operator upon request.

7.1.2 Primary Directory Listings

- A. Number of Listings Provided Without Charge

Except as provided in this Tariff, one (1) primary listing is provided without extra charge for each main service or for the first number in a group, when two (2) or more main station lines are consecutively operated.

DIRECTORY PUBLICATION AND USE

7.1 DIRECTORY LISTINGS (Cont'd)

7.1.3 Additional Directory Listings

A. General

1. Charges for additional listings begin on the date the information records are posted and are payable monthly in advance.
2. Additional listing charges are automatically discontinued upon termination of the main service.

DIRECTORY PUBLICATION AND USE

7.1.4 Non-Published Telephone Number Service

A. General

1. Non-Published Telephone Number Service provides for the omission or deletion of a Customer's telephone number listing from the directory.
2. In the absence of gross negligence or willful misconduct, the Company assumes no liability for publishing a non-published telephone number. Where such number is published in the directory, the Company's liability shall be limited to a refund of the Company's monthly charges applicable to Non-Published Telephone Number Service.
3. The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a non-published telephone number upon request, or by the publication of a number of a non-published telephone number in the telephone directory, or disclosing of such number to any person.

DIRECTORY PUBLICATION AND USE

7.1 DIRECTORY LISTINGS (Cont'd)

7.1.4 Non-Published Telephone Number Service

A. General (Cont'd)

4. The rate for Non-Published Telephone Number Service does not apply to:
 - a. additional service furnished to the same Customer who has other service listed in the directory at the same address.
 - b. a Customer living in a hotel, hospital, retirement complex, apartment house, boarding house, or club if the Customer is listed under the telephone number of the Private Branch Exchange, Centrex or Paystation Service furnished to such establishments.
 - c. service which is installed for a temporary period.
5. A Customer residing in an E911 Service district forfeits the privacy afforded by Non-Published Telephone Number Service to the extent that the Customer's name, telephone number and the address associated with the service location are furnished to the E911 service administrator, E911 public safety answering point (PSAP) or E911 service database.

7.1.5 Non-listed Telephone Number Service

- A. A non-listed telephone number is one for which no listing appears in the alphabetical section of the directory. The number is listed in the information records and is given out upon request.
- B. A Service Connection Charge, as stated in Section 5 of this Tariff, applies to the establishment or change of non-listed telephone numbers.

DIRECTORY PUBLICATION AND USE

7.1 DIRECTORY LISTINGS (Cont'd)

7.1.6 Liability For Directory Listing Service

A. General

1. The Company shall not be liable for any error, omission, or other failure in connection with directory listings furnished without additional charge. The Customer agrees to hold the Company free and harmless of and from any claims, loss, damage, or liability which may result from such error, omissions, or other failures.
2. The liability, if any, of the Company for any error, omission, or other failure in connection with directory listings furnished at an additional charge shall in no event exceed the charge for that listing during the effective life of the directory in which the error or omission is made.
3. In accepting listings as prescribed by Applicants or Customers, the Company will not assume liability for the result of their publication in its directories nor will the Company be a party to controversies arising between Customers or others as a result of listings published in the directory.

7.1.7 Rates and Charges

| A. Recurring Monthly Rate | <u>Business</u> | <u>Residence</u> |
|--|-----------------|------------------|
| Primary Service Listing | No Charge | No Charge |
| Additional Listings | | |
| Non-Published Telephone Number Service | | |
| Non-listed Telephone Number Service | | \$ |

DIRECTORY PUBLICATION AND USE

7.1 DIRECTORY LISTINGS (Cont'd)

7.1.7 Rates and Charges (Cont'd)

B. Service Charges

1. See Section 5 of this Tariff for applicable Service Charges. A Secondary Service Order Charge applies for additions or changes in directory listings. For all orders to establish or change non-published telephone numbers a Service Order and Central Office Line Connection Charge applies.
2. When directory listings are ordered at the same time as the initial installation of local access line service no additional Service Charges will be applied for the directory listing(s).

7.2 PROVISION AND OWNERSHIP OF DIRECTORIES

- A. One copy of local directories shall be distributed per access line, without charge. Additional directories including replacement of mutilated or destroyed directories will be furnished at the discretion of the Company at a reasonable rate.
- B. Telephone directories shall be issued approximately every twelve (12) months. The Company issues directories to assist in furnishing prompt and efficient service. The Company does not guarantee to its Customers correct listings therein. Every precaution is taken to prevent errors in, and omissions of, directory listings. The Company's liability for damages arising from errors or omissions in making up or printing of its directories is addressed in Section 7 of this Tariff.

MISCELLANEOUS SERVICE ARRANGEMENTS

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.1 LOCAL DIRECTORY ASSISTANCE SERVICE

8.1.1 **General**

- A. Local directory assistance service is furnished to Customers who request assistance in determining directory information. Call completion is not available.
- B. No charge applies to visually handicapped or physically handicapped individuals who present a certificate signed by a physician or issued by an agency recognized by the State having the authority to certify the existence of such handicaps.
- C. Charges for directory assistance are not applicable to calls placed from public or semi-public pay stations, or from hospitals and hotel guest room.
- D. No credit will be given for any unused portion of the call allowance. No credit will be given for requested listings that are nonpublished or nonlisted. No credit will be given for requested listings that are not found in the Company's directory assistance records.
- E. Call allowances are not transferable between separately billed accounts of the same Customer.

8.1.2 **Rates and Charges**

Per call \$

MISCELLANEOUS SERVICE ARRANGEMENTS

8.2 700, 900, 976 RESTRICTION SERVICE

8.2.1 General

- A. 700, 900, 976 Restriction Service is an optional service that prevents the origination of unauthorized toll calls from a Customer's line, by means of blocking at the Company's central office.
- B. This arrangement denies all outgoing calls starting with the digit "1" or "0" and 700, 900 or 976.
- C. All local calls will be permitted from the Customer's line.
- D. The Customer accepts full responsibility for denial of access to the toll network using the 700, 900 and 976 prefix.
- E. The Customer accepts full responsibility for collect calls and/or long distance calls placed by dialing digits "1" or "0".
- F. This service is available only where facilities permit.

8.2.3 Rates and Charges

| | |
|------------------------|----|
| 700 blocking, per line | \$ |
| 900 Blocking, per line | \$ |
| 976 Blocking, per line | \$ |

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Rock Port, MO 64482

MISCELLANEOUS SERVICE ARRANGEMENTS

8.3 LOCAL OPERATOR SERVICE

8.3.1 Operator Assisted Charges

- A. All types of Local Exchange Service have local calling areas as specified in Section 6 of this Tariff which are the areas that can be called on a flat rate basis (no charge for individual calls) or on a local coin call rate basis.
- B. Local dial call: The call must be dialed and completed without the assistance of an operator and must be billed to the originating telephone when a charge is applicable.
- C. The following Service Charges for operator assisted local calls apply in addition to the local dial rate applicable.
 - 1. Station-to-Station Customer dialed credit card local call.
Each call \$
 - 2. Station-to-Station operator assisted sent-paid, collect, third number, and non-Customer-dialed credit card calls.
Each call \$
 - 3. Person-to-person operator assisted local call.
Each call \$

MISCELLANEOUS SERVICE ARRANGEMENTS

8.3 LOCAL OPERATOR SERVICE (Cont'd)

8.3.1 Operator Assisted Charges (Cont'd)

- D. Service Charges do not apply for the following Operator Assisted Local Calls:
1. Calls to designated Company numbers for official telephone business;
 2. Emergency calls to recognizable authorized civil agencies; or
 3. Those cases where an operator provides assistance to:
 - a. Re-establish a call that has been interrupted after the calling number has been reached;
 - b. Reach the calling telephone number where Company-provided facility problems prevent Customer dial completion; or
 - c. Place a sent-paid call for a calling party who identifies himself/herself as being handicapped and unable to dial the call because of his/her handicap.

MISCELLANEOUS SERVICE ARRANGEMENTS

8.4 CALL MANAGEMENT SERVICES

8.4.1 Description of Features

1. Anonymous Call Rejection – Anonymous Call Rejection allows a Customer to
2. Call Forwarding Busy Line - Call Forwarding Busy Line allows calls to be transferred automatically to a pre-designated telephone number when the called line is busy.
3. Call Forwarding Don't Answer - Call Forwarding Don't Answer allows calls to be transferred automatically to a pre-designated telephone number when the line is unanswered.
4. Call Forwarding Unconditional – Provides that Call Forwarding features are selectable on a per call basis.
5. Call Forwarding Variable - Call Forwarding Variable enables a subscriber to automatically divert all incoming calls to another telephone number.
6. Calling Number Delivery (Caller ID Basic) - Calling Number Delivery will enable the subscriber to receive the time, the date and calling number on an incoming call. The number will be delivered to the called party's CPE in the interval between the first and second ring.
7. Calling Name and Number Delivery – Calling Name and Number Delivery will enable the subscriber to receive the name of the caller, the time, the date and the calling number on an incoming call. The name and number will be delivered to the called party's CPR in the interval between the first and second ring. The displayed name is the name associated with the calling party number.
8. Calling Number Delivery Blocking – Calling Number Delivery Blocking will allow the calling party to suppress a directory number such that the called party with Calling Number Delivery does not receive the information. The called party will receive a "private" message instead of the calling party's directory number.

MISCELLANEOUS SERVICE ARRANGEMENTS

8.4 CALL MANAGEMENT SERVICES (Cont'd)

8.4.1 Description of Features (Cont'd)

9. Call Return (Automatic Call Back) – Call Return allows a subscriber to have a call set up performed automatically to the calling party of the last incoming call.
10. Call Trace - Call Trace allows a subscriber to initiate a trace of the last incoming call. The results of the trace may not be provided directly to the Customer initiating the trace.
11. Call Transfer - Call Transfer allows a subscriber to transfer a call to another subscriber.
12. Call Waiting - Call Waiting provides a burst of tone to inform a station user with a call already in progress that another call is waiting to be answered.
13. Priority Call - Priority Call alerts the subscriber to incoming calls from specific numbers by using distinctive ring tone.
14. Remote Access to Call Forwarding - Remote Access to Call Forwarding allows the capability of activating and deactivating Call Forwarding features from locations other than the base telephone.
15. Remote Call Forwarding (Enhanced Find-Me Follow-Me) - Remote Call Forwarding allows the Customer to establish a local presence in distant areas by forwarding calls to just about anywhere.

MISCELLANEOUS SERVICE ARRANGEMENTS

8.4 CALL MANAGEMENT SERVICES (Cont'd)

8.4.1 Description of Features (Cont'd)

16. Repeat Dialing (Automatic Recall) - Repeat Dialing continues dialing a number where the line is busy or there is no answer.
17. Selective Call Forwarding – Selective Call Forwarding allows the subscriber to have incoming calls from a pre-specified list of telephone numbers forwarded to another number.
18. Selective Call Rejection - Selective Call Rejection allows a subscriber to reject (block) incoming calls from a pre-selected set of telephone numbers.
19. Simultaneous Ring - Simultaneous Ring allows the subscriber to configure additional phone numbers that will ring simultaneously with their own, any of which can answer the call.
20. Speed Calling - Speed Calling enables a Customer to call a list of pre-selected telephone numbers by dialing a one (1) or two (2) digit code.
21. Three Way Calling - Three Way Calling allows a Customer to add a third party to an existing call, enabling a simultaneous conference between parties at multiple locations.

Rock Port, MO 64482

MISCELLANEOUS SERVICE ARRANGEMENTS

8.4 CALL MANAGEMENT SERVICES (Cont'd)

8.4.2 Feature Plans

A. Essential Features Pack (SAMPLE ONLY)

The Essential Features Pack includes PIN Change, Confirmation Tone, Unconditional Call Forwarding, Simultaneous Ring, Automatic Recall, Automatic Call Back, Call Number Delivery, Call Waiting, Caller ID Presentation, Voicemail*, Call Transfer, 3-Way Calling, Speed Calling. Web Services (online management of phone features is included in the Essential Features Pack for Business Customers only).

B. Elite Features Pack (SAMPLE ONLY)

The Elite Features Pack includes PIN Change, Confirmation Tone, Unconditional Call Forwarding, Busy and/or Delayed Call Forwarding, Simultaneous Ring, Enhanced Find-Me Follow-Me, Remote Access to Call Forwarding, Automatic Recall, Automatic Call Back, Call Number Delivery, Call Waiting, Caller ID Presentation, Call Name Delivery, Call ID Erasure, Priority Call, Voicemail*, Reminder Calls, Regular Reminder Calls, Call Transfer, 3-Way Calling, Speed Calling.

| | | | |
|-------|----------------------------|------------------------|---------------------------|
| 8.4.3 | Rates and Charges | Business <u>MRC</u> | Residential <u>MRC</u> |
| | Essential Features Pack | \$ | \$ |
| | Elite Features Pack | \$ | \$ |
| | Ala Carte Features: | | |
| | Fax to PDF | \$ | |
| | Selective Call Forwarding | \$ | \$ |
| | Call Trace | \$ | \$ |
| | Outgoing Call Block | \$ | \$ |
| | Selective Call Rejection | \$ | \$ |
| | Anonymous Call Rejection | \$ | \$ |
| | Call Number Delivery Block | \$ | \$ |

* Included for informational purposes only. Not regulated by the Commission.

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES**9.1 CONNECTION ON CUSTOMER PREMISE****9.1.1 General**

Terminal equipment, inside wiring and/or communications systems may be connected at the Customer's premise to facilities furnished by the Company for telecommunications services, subject to the conditions and rates set forth in this Section and as otherwise provided in these Tariffs.

9.1.2 Responsibility of the Company

- A. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided terminal equipment, inside wiring or communications system. Telecommunications Services are not represented as adapted to the use of all types of terminal equipment or communications systems. Where terminal equipment or communication systems are used with Telecommunications Services, the responsibility of the Company shall be limited to the furnishing of service components suitable for Telecommunications Services and to the design, maintenance and operation of service components in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in, such transmission, (2) the reception of signals by terminal equipment or communications systems, or (3) address signaling where such signaling is performed by signaling equipment.
- B. At the Customer's request the Company will provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line, needed to permit terminal equipment to operate in a manner compatible with Telecommunications Services.
- C. The Company may make changes in its Telecommunications Service, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the FCC rules. If such changes can be reasonably expected to render any Customer's terminal equipment incompatible with Telecommunications Service, require modification or alteration of such premises equipment, or otherwise materially affect its use or performance, the Customer will be given adequate notice at least thirty (30) days in advance, in writing, to allow the Customer an opportunity to maintain uninterrupted service.

CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

9.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)

9.1.2 Responsibility of the Company (Cont'd)

- D. The Company shall not be responsible to the Customer if such changes, which are not inconsistent with Part 68 of the FCC Rules and Regulations, renders the Customer-provided terminal equipment, protective circuitry, or communications systems obsolete or require modification or alteration of such equipment.

9.1.3 Liability of the Company

- A. The Company will not be responsible for any loss, damage or any impairment or failure of service arising from, or in connection with, the use of terminal equipment.
- B. The Company will not be liable for damages arising out of injuries to persons or property caused by the Customer-provided terminal equipment from voltages or currents transmitted over the facilities of the Company.

9.1.4 Responsibility of the Customer

- A. Upon request of the Company, the Customer shall give proper notice of intention to the Company when connection of terminal equipment or protective circuitry is made. The Customer also shall provide to the Company the line(s) to which such connection is to be made, the FCC Registration Number and the Ringer Equivalence of the registered terminal equipment or registered protective circuitry, so as to comply with the FCC Rules and Regulations.
- B. The operating characteristics of Customer-provided terminal equipment, inside wiring or communications systems shall be such as to not interfere with any of the services offered by the Company, and shall conform to the network protection criteria set forth in this Section. In addition, terminal equipment and facilities shall be operated within the limits set forth below:
 - 1. The safety of Company employees or the public cannot be endangered.
 - 2. Operation of the equipment and facilities cannot damage, require change in, or alteration of, the equipment or other facilities of the Company.
 - 3. No interference with the proper functioning of Company equipment or facilities.

CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES**9.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)****9.1.4 Responsibility of the Customer**

4. The operation of the equipment and facilities cannot impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services.
- C. Upon suitable notification to the Customer, the Company may make such tests and inspections as may be necessary to determine that the above requirements are being fulfilled in connection with the installation, operation and maintenance of Customer-owned facilities or equipment. The Company may interrupt the connection if at any time such action should become necessary in order to protect any of its services because of departure from these requirements.
- D. Upon notice from the Company that the terminal equipment of the Customer is causing or is likely to cause hazard or interference, the Customer shall make such changes as may be necessary to remove or prevent such hazard or interference, and shall confirm in writing to the Company within ten (10) days following receipt of notice from the Company that such changes have been made. When immediate action is required to protect the Company's facilities from hazards caused by terminal equipment, the Company may immediately take such action as is necessary without prior notice to the Customer. As soon as possible after such action is taken, the Company will inform the Customer of the nature of the hazard and the type of remedial action taken. Failure of the Customer to remove the hazard or make remedial changes in the terminal equipment or to give the required written confirmation to the Company shall result in suspension of the Customer's service until such time as the Customer complies with the provisions of this Tariff.
- E. The Customer indemnifies and saves the Company harmless against claims for infringements of patents arising from combining terminal equipment used in connections with facilities of the Company.

9.1.5 Connection at Hazardous or Inaccessible Locations

Terminal equipment and facilities which serve a location which the Company considers impractical to serve because of hazard or inaccessibility may be used or connected with facilities of the Company for Telecommunications Service through connecting equipment furnished by the Company.

CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES**9.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)****9.1.6 Connections of Registered Equipment****A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems**

Registered terminal equipment, protective circuitry, and communications systems may be directly connected at the Customer's premise to the telecommunications network, subject to Part 68 of the FCC Rules, and the provisions of this Tariff.

1. All combinations of registered equipment and associated non-registered terminal equipment (including but not limited to wiring) shall be installed, operated and maintained so that the requirements of Part 68 of the FCC Rules are continually satisfied. The Company may discontinue service or impose other remedies as provided for in Part 68 for failure to comply with these provisions.

B. Premise Wiring Associated With Registered Communications Systems

2. Protected premise wiring requiring acceptance testing for imbalance is premise wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages to the Company's facilities.
3. Unprotected premise wiring is all other premise wiring.
 - a. Customers who intend to connect premise wiring other than fully-protected premise wiring to the telephone network shall give advance notice to the Company and comply with the procedures specified in Part 68 of the FCC Rules, or as otherwise authorized by the FCC.

CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

9.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)

9.1.6 Connections of Registered Equipment (Cont'd)

4. The Company may invoke extraordinary procedures as specified in Part 68 of the FCC Rules where one or more of the following conditions are present:
 - a. Information provided in the installation supervisor's affidavit gives reason to believe that a violation of Part 68 is likely.
 - b. A failure has occurred during acceptance testing for imbalance; or
 - c. Harm has occurred and there is reason to believe that this harm was a result of wiring operations performed under Part 68.
5. In addition, the Company may monitor or participate in acceptance testing for imbalance, or may inspect other than fully-protected premises wiring installations as set forth in Part 68 of the FCC Rules.

C. Connections Involving National Defense and Security

In certain cases, Part 68 of the FCC Rules permits the connection of unregistered terminal equipment or communications systems to the telecommunications network, provided that the Secretary of Defense, the head of any other governmental department (having requisite FCC approval), or their authorized representative certifies in writing to the Company that:

1. The connection is required in the interest of national defense and security;
2. The equipment to be connected either complies with the technical requirements of Part 68 or will not cause harm to the telecommunications network or Company employees; and
3. The work is supervised by an installation supervisor who meets the qualifications stated in Part 68.

CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

9.2 RECORDING OF TWO-WAY TELEPHONE CONVERSATIONS

9.2.1 General

- A. Telecommunications Services are not represented as adapted to the recording of two-way telephone conversations. However, voice recording equipment may be directly, acoustically or inductively connected with telecommunications services as follows:
 - 1. A distinctive recorder tone that is repeated at intervals of approximately fifteen (15) seconds is required when recording equipment is in use and is connected with services of the Company; or
 - 2. All parties to the telephone conversation must give their prior consent to the recording of the conversation. The prior consent must be obtained in writing, or be part of, and obtained at the start of the recording.
- B. The voice recording equipment shall be so arranged that, at the will of the user, it can be physically connected to and disconnected from the services of the Company or switched on and off.
- C. A broadcast licensee shall be exempt from the above recording requirements provided at least one of the following requirements is met:
 - 1. The licensee informs each party to the call of its intent to broadcast the conversation;
 - 2. each party to the call is aware of the licensee's intent to broadcast the call; or
 - 3. such awareness of the licensee's intent to broadcast the call may be reasonably imputed to the party.
- D. The Federal Communications Commission has established exceptions to these requirements in cases of recording of: calls to and from emergency numbers involving health, safety, police, public utilities and road service; calls made by the U.S. Department of Defense Emergency Command Centers and U.S. Nuclear Regulatory Commission Operations Centers; calls made from patently unlawful purposes (such as bomb threats, kidnap ransom requests and obscene telephone calls); calls made by the U.S. Secret Service concerning Presidential security; and calls made by law enforcement or intelligence authorities acting under color of law.

CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

9.3 SERVICE CHARGES

9.3.1 Failure of Acceptance Tests

If the premise wiring of communications systems fails acceptance tests monitored by, or participated in by, the Company as provided in Section 68.215 of the FCC's code and/or if the wiring has caused harm to the network, the Customer shall agree to pay the Company an amount based on the costs of activities performed by its employees.

9.3.2 Line Conditioning or Treatment

Should a Customer's line require treatment or conditioning other than that which would normally be required to operate a local loop because of the connection of Customer premise equipment or transmission of data, the Customer will be required to bear the cost that exceeds normal engineering standards for local loops. The cost will be determined on an individual cost basis.

9.3.3 Damages to Facilities

Customers providing their own premises equipment shall reimburse the Company for the cost of damages or changes requested by the Customer to facilities or equipment of the Company, caused by the negligence or willful act of the Customer or resulting from improper use of Company facilities, or due to the malfunction of any facilities or equipment provided by other than the Company.

(SAMPLE ONLY)

PRIVATE LINE TELEPHONE SERVICE

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PRIVATE LINE TELEPHONE SERVICE

10.1 GENERAL

- A. Private Line Telephone Service provides a dedicated transmission path to connect Customer designated premise, directly, through a Company hub or hubs where bridging or multiplexing functions are preformed, or to connect a Customer designated premise and a WATs serving office. Private Line Telephone Service includes all exchange access not utilizing the Company's switching equipment.
- B. The connections provided by Private Line Telephone Service can be either analog or digital.
- C. Company services may be connected to services or facilities of other communications carriers only where authorized by, or in accordance with, the terms and conditions of any Tariffs of such other communications carriers.
- D. All facilities required for this service are furnished by the Company on a full period basis only.
- E. The service equipment and channels provided under this Section are not furnished for the commercial transmission of communications between servicing area(s) and not for the use in competition with any form of service rendered by the Company or its connecting companies.
- F. Where special or unusual configurations are required for this service, one that has limited requirements by other Customers of the Company, either an Installation Charge or Termination Charge may be required at the option of the Company. Such charge will be at least equal to the nonrecovered in plant cost plus taxes, overhead and profit.

PRIVATE LINE TELEPHONE SERVICE

10.2 SERVICE CONFIGURATIONS

There are two (2) types of service configurations over which Private Line Telephone Service can be furnished: two (2) point and multi-point service.

1. Two (2) Point Service

A two (2) point service connects two (2) Customer designated premises, either on a directly connected basis or through a hub where multiplexing functions are preformed, or a Customer designated premise and a WATS serving office.

The applicable rate elements are:

- Channel Termination
- Channel Mileage (where applicable)
- Optional Features (where applicable)

2. Multi-Point Service

Multi-point services connect three (3) or more Customer designated premises through one (1) or more Company hubs.

The channel between hubs (i.e. bridging locations) on a multi-point service is a mid-link. There is no limitation on the number of mid-links available with multi-point service. However, when more than three (3) mid-links are provided the quality of service may be degraded.

Multi-point service utilizing a customized technical specification package will be provided when technically feasible. If the Company decides that the requested parameter specifications are not compatible, the Customer will be advised and given an opportunity to change the order. When a customized channel is ordered, the Customer will be notified whether Additional Engineering Charges apply. In such cases, the Customer will be advised and given the opportunity to change the order.

PRIVATE LINE TELEPHONE SERVICE

10.3 DESCRIPTIONS

10.3.1 Voice Grade Service

A. Basic Channel Description

A voice grade channel is a channel which provides voice frequency transmission capability in the normal frequency range of 300 to 3,000 Hz and may be terminated two (2) wire or four (4) wire.

10.3.2 Digital Data Service

A. Basic Channel Description

A digital data channel is a channel for duplex four (4) wire transmission of synchronous serial data at the rate of 56 or 64 Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides a synchronous service with timing provided by the Company to the Customer in the received bit stream. Digital data channels are provided as either hubbed or non-hubbed between Customer designated premises or between a Customer designated premise and a Company hub or hubs.

The Company will provide a channel capable of meeting monthly average performance equal to or greater than 99.875% error free seconds ,if provided through a digital data hub, or if it is provided through a CSU equivalent which is designated, manufactured, and maintained to conform with the specifications contained in Technical Reference PUB 62310.

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PRIVATE LINE TELEPHONE SERVICE

10.3 DESCRIPTIONS (Cont'd)

10.3.3 High Capacity Service

A. Basic Description

A high capacity channel is a channel for the transmission of 1.544 or 44.736 Mbps isochronous serial data. The actual bit rate is a function of the channel interfaces selected by the Customer.

The Customer may provide the Network Channel Terminating Equipment associated with the high capacity channel at the Customer's premise.

A channel with the technical specifications of HC1 will be capable of an error free performance of 98.75% over a continuous twenty-four (24) hour period as measured at the rate of 1.544 Mbps rate through a CSU equivalent which is designed, manufactured and maintained to conform with the specifications in Technical Reference PUB 62411.

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PRIVATE LINE TELEPHONE SERVICE

10.3 DESCRIPTIONS (Cont'd)

10.3.4 Integrated Services Digital Network (ISDN)

ISDN service allows for the integration of voice and non-voice (data) on a single telephone access line. ISDN service consists of a digital service line that provides digital termination capabilities to the Customer's premise and allows for the simultaneous transmission of voice and data traffic. Basic service capabilities, customized features and optional features are available.

A. Basic Description

1. Digital Service Line - Provides the digital central office termination, via a Basic Rate Interface, that has the potential to support digital transmission of voice and data to the Customer's premise.
2. Circuit Switched Voice and Data Services - establishes a connection between two terminals where network resources are dedicated throughout the duration of the call.

B. Regulations

1. The rates specified for ISDN Service contemplate the availability of existing compatible facilities from the normal serving wire center which must be a digital ISDN equipped central office entity. If such facilities are required to provide ISDN Service, a charge based on the cost incurred may apply in addition to the rates for this service. These charges may be in the form of a nonrecurring and/or monthly charge.
2. ISDN Service must include a digital service line and at least one (1) basic service capability.
3. The minimum service period for ISDN Service is 12 months.
4. An individual directory number will be assigned for each digital service line.
5. The Customer must provide Customer Premises Equipment (CPE) that complies with the ISDN requirements of the Company.

C. Termination Charges

1. If ISDN Service is terminated prior to the expiration of the minimum service period, the Customer shall be required to continue paying the applicable charges for the remainder of the minimum service period.

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PRIVATE LINE TELEPHONE SERVICE**10.4 RATES**

PBX Trunks

| | |
|-------------------|----|
| Full T-1 | \$ |
| T-1 Transport | \$ |
| Per Trunk/Channel | \$ |

ISDN Channels (PRI)

| | |
|-------------------|----|
| Full PRI | \$ |
| PRI Transport | \$ |
| Per Trunk/Channel | \$ |

SIP Trunks

| | |
|-------------|----|
| Transport | \$ |
| Per channel | \$ |

DID

| | |
|---------------------------------------|----|
| DID Number | \$ |
| DID (per block of 10) | \$ |
| DID Reservations (per block of 20) | \$ |

Trunk Features

| | |
|---------------------------------------|----|
| Caller ID Number Delivery (per Trunk) | \$ |
| Caller ID w/Name Delivery (per Trunk) | \$ |