

**Charter Fiberlink-Missouri, LLC**

**Local Exchange Tariff**

**P.S.C. MO.-No.1**

Tariff for the provision of local exchange service in the incumbent exchanges of Southwestern Bell Telephone, L.P. and CenturyTel of Missouri, LLC d/b/a CenturyLink (including Embarq Missouri, Inc. d/b/a CenturyLink).

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**Issued By: Betty Sanders, Director Regulatory Affairs  
12405 Powerscourt Drive, St. Louis, MO 63131  
Charter Fiberlink-Missouri, LLC**

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CHECK SHEET

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\*Denotes New/Revised page this filing

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## LOCAL EXCHANGE TARIFF

### 1.1 Application of Tariff

This Local Exchange Tariff contains regulations, rates and charges applicable to the provision of Local Exchange Service ("Service(s)"), provided by Charter Fiberlink-Missouri, LLC, a competitive facilities-based provider of telephone services ("Telephone Company"), to Customers in the rate centers referenced herein. (T)  
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End users may purchase Services from the local Exchange Tariff only to the extent explicitly set forth herein. The Services will not be provided to an end users' location in such a manner that avoids this end user restriction. Local exchange Services may not be resold.

The regulations, rates and charges contained herein are in addition to the applicable regulations, rates and charges specified in other Tariffs of the Telephone Company as referenced herein.

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**1.2 LISTING OF WAIVERS**

During the Certification process, Charter Fiberlink-Missouri, LLC, requested and received waivers of certain MO PSC statutes and Commission rules for the provision of local basic telecommunications services:

**Statutes**

392.210.2	Uniform system of accounts
392.240.1	Rates-rentals-service & physical connections
392.270	Valuation of property (ratemaking)
392.280	Depreciation accounts
392.290	Issuance of securities
392.300.2	Acquisition of stock
392.310	Stock and debt issuance
392.320	Stock dividend payment
392.330	Issuance of securities, debts and notes
393.340	Reorganization(s)

**Commission Rules**

4 CSR 240.10.020	Depreciation fund income
4 CSR 240.30.010(2)(C)	Posting of Tariffs
4 CSR 240.30.040	Uniform system of accounts
4 CSR 240.32.030(4)(C)	Exchange boundary maps
4 CSR 240.32.050(4)(B)	Customer Services
4 CSR 240.33.030	Minimum charges
4 CSR 240.35	Reporting of bypass and customer specific arrangements

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### 1.3. EXPLANATION OF SYMBOLS/TARIFF FORMAT

The following symbols are used herein to identify schedule and text changes:

- (D) Discontinued Rate, Treatment or Regulation
- (I) Increased Rate, New Treatment (Increase)
- (M) Move of Text-No Rate Change
- (N) New Rate, Treatment or Regulation
- (R) Reduced Rate, Treatment or Regulation
- (T) Change in Text-No Rate Change
- (Z) Correction of Text-No Rate Change

(T)

The initial issuance of the Local Exchange Tariff will be designated as "Original Page XX" in the header of each page. Thereafter, any revisions filed to the Local Exchange Tariff will be designated using the above symbols to indicate the area of text being changed and the page will be revised to reflect "Xth Revised page XX".

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**1.4 DEFINITIONS AND TERMS**

Account – Either a Customer’s physical location or individual Service represented by a unique account number within the billing hierarchy. Multiple services each with a unique account number may be part of one physical location.

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Application-A request made in writing for telephone service.

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Authorized Account User-The person or persons authorized to make changes to a customer account including changes to toll carriers as designated by the account holder. Authorized Account users shall be limited to two persons for any single postal address.

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

(D)

Connecting Company-A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

(D)

Connection Charge-See “Service Charge”.

Construction Charge-A separate nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the Local Exchange Tariffs.

Contiguous 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.

(T)

Contract-The agreement between a customer and the Telephone Company under which service and facilities are furnished in accordance with the applicable provisions of the Local Exchange Tariffs.

Cost-The cost of labor and materials, which includes appropriate amounts to cover the Telephone Company’s general operating and administrative expenses.

Customer-The individual, partnership, association or corporation which contract for telephone service and are responsible for the payment of charges and compliance with the general regulations of the Telephone Company.

CPE-Customer Provided Equipment-Devices, apparatus, and/or associated wiring provided by a customer.

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Demarcation Point-That point (referred to as Demarc Point or Network Interface) of interconnection between the Telephone Company's facilities and the wiring at the subscriber's premises. The Demarc Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's Rules and Regulations. The Demarc Point will generally be within twelve inches of the protector or, absent a protector, within twelve inches of the entry point to the customer's premises. If conforming to the twelve inches is unrealistic or technically impossible, the Demarc Point will be the most practicable minimum point of entry to the customer's premises. The network interface may be located at a point other than the normal demarcation point were the network Interface has been previously established by the presence of network equipment. With regard to premises for any structure that is built to be mobile (e.g., mobile homes, recreational vehicles), the Telephone Company may place the Demarc Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks, marinas and similar premises may be treated by the Telephone Company as a single unit premises, with the Demarc Point being placed on the shore or other location as deemed appropriate by the Telephone Company.

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Grandfathered Service – A service that will be unavailable to customers who don't currently subscribe. Existing customers who currently subscribe will be allowed to retain the service until: non-pay disconnection of telephone service or Customer is notified by the Telephone Company that the service has been discontinued.

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Installation Charge-A nonrecurring charge made at the time of installation of communications service or equipment, which applies in addition to service charges and other applicable charges for service or equipment unless specifically expected.

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Interconnection-The method by which telecommunications facilities of the Telephone Company are arranged to transmit to, or receive information from, customer-provided equipment.

Interstate - Refers to communication between states within the Continental U.S., unless otherwise noted.

Local Calling Scope (LCS)-A combined Area in which interexchange telephone service is furnished at a flat rate between two or more exchange areas. See MCA.

Local Exchange Service-Telephone communications within a local service area in accordance with the provisions of the Telephone Company's Local Exchange Tariffs.

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Local Calling Service Area – The area throughout which communication service is rendered to a customer or users without the application of toll charges.

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Message - A completed customer call.

MCA - Metropolitan Calling Area, an extended local calling area plan that allows free local calling outside of the exchange area as defined by the Missouri PSC. MCA subscribers include all customers of incumbent local exchange carriers and competitive local exchange carriers being served by dedicated NXX codes, identified as MCA NXX codes, pursuant to the Missouri Public Service Commission's Report and Order in Case No. TO-99-483.

New Customer – a customer who has not had service within the last 60 days.

Premises - The buildings, portion or portions of a building on continuous property used and/or occupied at one time by the customer as a residence. Where floor space in adjoining buildings is made continuous at one or more floor levels, all floor space in both buildings is considered as the same premises insofar as the customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.

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Service Charge -The nonrecurring charge a customer is required to pay for establishing telephone service or subsequent modification of that service.

Slamming - is the unauthorized change of a subscriber's local exchange, intra-LATA or InterLATA telecommunications carrier.

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Supplemental Facilities or Services - Services or facilities other than primary service.

Switch - A unit of dial switching equipment that provides interconnection between station lines or trunks.

Tariff -The schedule of Local Exchange rates and charges, rules and regulations adopted and filed by the Telephone Company and approved by the Missouri Public Service Commission.

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Telephone Company-Charter Fiberlink-Missouri, LLC.

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Terminal Equipment-Equipment at the terminal of a communication circuit.

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Termination Charge-A charge applied under certain conditions when service is terminated by the customer before the expiration of the minimum commitment period.

Underground Service Connection-A customer's "drop" wire that is run underground from a pole line or an underground distributing cable

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## **1.5 OBLIGATION AND LIABILITY OF THE TELEPHONE COMPANY**

### **1.5.1 Availability of Facilities and Equipment**

The Telephone Company's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary pole lines, circuits, and equipment. Products, services, features and functions will be available in accordance with this tariff, where technically and operationally feasible.

The installation and restoration of Services shall be subject to the regulations set forth in this Local Exchange Tariff.

### **1.5.2 Interruptions of Service**

In the event of an interruption to the service not due to the negligence or willful act of the customer or customer premises equipment, an allowance will be made if the interruption continues for more than twenty-four (24) hours from the time it is reported to or detected by the Telephone Company.

The allowance will be limited to the prorated portion of the monthly rate or guarantee for the service or portion thereof made inoperative. No other liability shall in any case attach to the Telephone Company in consideration of such interruptions.

### **1.5.3 Liability**

In view of the possibility of errors and difficulties occurring in the transmission of messages by telephone, and the impossibility of fixing the cause thereof, the customer assumes all risks connected with the service except as follows:

If the initial installation is defective or if service is interrupted for more than twenty-four (24) hours otherwise than by the negligence or willful act of the customer or due to customer premises equipment, an allowance limited to the prorated portion of the monthly rate or guarantee for the service or portion thereof interrupted, shall be made after notice and demand to the Telephone Company. No allowance shall be made for interruptions due to the inside wiring or customer provided equipment.

The Telephone Company will assure that its local exchange access lines meet the standards outlined in **4 CSR 240-32 060**, Engineering and Maintenance.

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**1.5.3 Liability (Continued)**

The Customer indemnifies and saves the Telephone Company harmless (including costs and reasonable attorneys' fees) against the following:

Acts or omissions of other companies when their facilities are used in connection with the Telephone Company's facilities to provide service.

Any defacement or damage to the Customer's premises resulting from the existence of the Telephone Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Telephone Company, or its employees.

Any accident, injury, or death occasioned by its equipment or facilities when such is not due to the negligence of the Company.

Claims for libel, slander, or infringement of copyright arising directly or indirectly from the material transmitted or recorded over its facilities, claims or infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus, systems and their associated wiring of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Telephone Company.

Liability for failure to provide service.

The Customer indemnifies and saves the Telephone Company harmless against any accident, injury or death caused through the use of apparatus which fail to meet the dielectric requirements as established by the Telephone Company when such apparatus is provided by the Customer. The Telephone Company has the right of refusing to, or ceasing to, render service to a Customer if at any time any of the telephones, appliances, lines or apparatus on the Customer's premises shall be considered unsafe by Telephone Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.

Upon the request of the Customer for trouble visit a charge will be made if trouble is found to be in customer-provided systems.

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The Telephone Company shall not be responsible for the installation, operation, or maintenance of any customer-provided systems. Exchange and message toll telephone services are not represented as adapted to the use of customer-provided systems where such systems are connected to the Telephone Company facilities. The responsibility of the Telephone Company shall be limited to the furnishing of facilities suitable for exchange and message toll services and to the maintenance and operation of such facilities in a manner proper for such services; subject to this responsibility the Telephone Company shall not be responsible for the through transmission of signals generated by the customer-provided systems or for the quality of, or defects in, such transmission or the reception of signals by customer-provided systems.

The Telephone Company shall not be responsible to the Customer or otherwise if changes in the criteria, or in any of the facilities, operations or procedures of the Telephone Company render any customer-provided facilities obsolete or require modification or alteration of such facilities or otherwise affect its use or performance. Where it is reasonably foreseeable to the Telephone Company that such changes may affect customer-provided facilities, the Telephone Company shall provide reasonable notice.

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**1.5.3 Liability (Continued)**

Regarding Emergency Services:

The Customer also agrees to release, indemnify and hold harmless the Telephone Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion to use E911 service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911 service thereunder, and which arises out of the negligence or other wrongful act of the Customer, its user, agencies or municipalities, or the employees or agents of any one of them.

Under no circumstances shall the Telephone Company or its officers, directors, employees or agents have any liability to the county, a person placing an emergency call on the system or to any other person or entity, for any loss, damage, injury or liability which they may suffer, sustain, incur or become subject to, arising out of, based upon or resulting from any negligence on the part of the Telephone Company or its officers, directors, employees or agents.

The Customer also agrees to release, indemnify and hold harmless the Telephone Company in using a Multimedia Terminal Adaptor (MTA) or a telephone modem, that requires electrical power in the event of failure. The Telephone Company may provide battery backup for the MTA or modem to customers with the intent of providing telephone service in the event of a power outage. However, continued telephone service in the event of a power outage is not guaranteed.

To ensure 911 calls and emergency personnel are properly routed Telephone Company equipment must not be moved by the customer. Additionally, the Telephone Company recognizes one address for all lines on the same account and will not be responsible for multiple address location information. Therefore, the customer is responsible for directing emergency personnel to the specific location of the person in need and to any other physical location if all telephones are not located at the address on the account.

Customer will indemnify, defend, and hold the Telephone Company harmless from any claims or causes of action arising from the non-implementation of Private Switch/Automatic Locations Identification (PS/ALI), the enabling of station level 911 service, and/or the failure of PS/ALI or station level 911 service if enabled. (N)

Notwithstanding any other provision of any service agreement or this tariff, the telephone company's entire liability to customer, and customer's sole and exclusive remedy for any damages caused by any service defect or failure, or for other claims arising in connection with any service provided by the telephone company, shall be customer's proven direct damages not to exceed per claim (or in the aggregate during any 12-month period) an amount equal to the total net payments payable by customer for the applicable service during the three (3) months preceding the month in which the damage occurred. Under no circumstances shall the telephone company be liable to the customer for any indirect, consequential, exemplary, special, incidental, or punitive damages (including, without limitation, any damages for lost business, revenue, profits or goodwill) arising in connection with any service agreement or the provision or failure of any services (M)

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Effective Date: January 1, 2002



**1.5.3 Liability (cont'd)**

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Regarding Emergency Services: (cont'd)

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(including, without limitation any service implementation delays or failures). This limitation of liability shall survive failure of any exclusive remedy, and shall apply regardless of the form of action, whether in contract, tort, warranty, strict liability, misrepresentation, negligence (including without limitation, active and passive negligence) or other theory of recovery. Nothing in this section limits customer's responsibility for the payment of charges due or the telephone company's obligation to provide credits due as provided in this tariff.

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**1.5.4 Directory Errors and Omissions**

The Telephone Company's liability for damages due to errors or omissions in directory listings will be limited to a credit of one month's basic service.

In the case of extra listings in the alphabetical section of the directory for which a charge is made, the Telephone Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues. The customer indemnifies and holds the Telephone Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person.

**1.5.5 Transmitting Messages**

The Telephone Company does not transmit messages but offers the use of its facilities for communications between patrons. If because of transmission difficulties the operator, in order to accommodate the customer, repeats messages, the operator is deemed to be acting as the agent of the persons involved and no liability shall attach to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between customers because of such errors.

**1.5.6 Use of Connecting Telephone Company Lines**

When suitable arrangements can be made, lines of other telephone companies may be used in establishing wire connections to points not reached by this Telephone Company's lines. In establishing connections with the lines of other companies, the Telephone Company is not responsible or liable for any action of the Connecting Company. Connection of the Telephone Company's lines to the lines of another telephone company shall be at the sole discretion of the Telephone Company.

**1.5.7 Defacement of Premises**

The Telephone Company shall exercise due care in connection with all work done on customer's premises. No liability shall attach to the Telephone Company by reason of an defacement or damage to the customer's premises resulting from the existence of the Telephone Company's facilities and associated wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the direct result of the sole negligence of the Telephone Company. Customer's sole remedy for such damage shall be repair of such damage.

**1.5.8 Reserved for Future Use**

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**P.S.C. MO-No.1**

**2<sup>nd</sup> Revised Page 12  
Replaces 1<sup>st</sup> Revised Page 12**

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**Issued By: Betty Sanders, Sr. Director - Regulatory Affairs  
12405 Powerscourt Drive, St. Louis, MO 63131  
Charter Fiberlink-Missouri, LLC**

Issue Date: December 19, 2014

Effective Date: January 19, 2015

**Charter Fiberlink-Missouri, LLC  
Local Exchange Tariff**

**P.S.C. MO-No.1**

**2<sup>nd</sup> Revised Page 13  
Replaces 1<sup>st</sup> Revised Page 13**

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Charter Fiberlink-Missouri, LLC**

Issue Date: December 19, 2014

Effective Date: January 19, 2015

**1.6 EXCHANGES WHERE SERVICE IS PROVIDED <sup>(1)</sup>**

The following exchanges comprise the exchanges of Telephone Company acquisition:

<b>Exchange AT&amp;T Area</b>	<b>Local Exchange</b>	<b>Expanded Area Service</b>	<b>MCA Zone</b>
Advance	Advance	Bell City	(N)
Antonia	Antonia	Cedar Hill Herculaneum-Pevely High Ridge Hillsboro Imperial Maxville	4
Bell City	Bell City	Advance Oran	(N) (N)
Benton	Benton	Chaffee Oran Scott City	
Bismarck	Bismarck	Bismarck Flat River Leadwood	
Bonne Terre	Bonne Terre	Flat River Leadwood Gravois Mills Lake Ozark – Osage Beach	
Camdenton	Camdenton	Jackson McClure, Illinois Scott City	
Cape Girardeau	Cape Girardeau		
Cedar Hill	Cedar Hill	Antonia High Ridge Hillsboro Ware	5
Chaffee	Chaffee	Benton Delta Oran Scott City	

(1) Where Technically feasible

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Exchange AT&T Area	Local Exchange	Expanded Area Service	MCA Zone
Charleston	Charleston	East Prairie Wyatt	
Chesterfield	Chesterfield	Manchester, Harvester, Pond plus the Creve Coeur Zone on the St. Louis Metropolitan Exchange	3
Creve Coeur	Creve Coeur	All subscribers in the St. Louis Metropolitan exchange, Plus Optional Metropolitan Calling Area service subscribers in Southwestern Bell's exchanges of Portage Des Sioux, St. Charles, Valley Park, Fenton, Maxville, Imperial, Harvester, Pond, Eureka, High Ridge, Antonia, Herculaneum-Pevely, Gray Summit, Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City and DeSoto, Beaufort, St. Clair, Union and Washington, CenturyTel's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance Augusta, Foley, Holstein, Marthasville, Warrenton, Wright City, and Orchard Farm Telephone Company's exchange of Orchard Farm	2
Delta	Delta	Chaffee Oran	(N) (N)
DeSoto	DeSoto	Festus-Crystal City, Hillsboro Ware	5
East Prairie	East Prairie	Charleston	
Eldon	Eldon	Lake Ozark – Osage Beach Tuscumbia	
Eureka	Eureka	High Ridge, Manchester, Pacific, Pond, Valley Park	4

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Exchange AT&T Area	Local Exchange Service Area	Expanded Area Service	MCA Zone	(T)
Farmington	Farmington	Flat River		
Fenton	Fenton	Maxville, Valley Park, High Ridge plus the Kirkwood And Sappington zones of the St. Louis Metropolitan Exchange	3	
Festus-Crystal City	Festus-Crystal City	De Soto, Herculaneum-Pevely, Hillsboro	5	
Flat River	Flat River	Bismarck, Bonne Terre, Farmington, Leadwood		
Fredericktown	Fredericktown	Not Applicable		
Fulton	Fulton	Not Applicable		(N)
Gravois Mills	Gravois Mills	Camdenton Lake Ozark – Osage Beach Versailles		
Gray Summit	Gray Summit (Local Only)	Pacific Union	5	
Hannibal <sup>1</sup>	Hannibal	Not Applicable		
Harvester	Harvester	Chesterfield, Pond, St. Charles, St. Peters	4	
Herculaneum-Pevely	Herculaneum-Pevely	Antonia, Festus-Crystal City Herculaneum-Pevely, Imperial	4	
High Ridge	High Ridge	High Ridge-Local Only, Antonia, Cedar Hill, Eureka, Fenton, Maxville and Valley Park	4	
Hillsboro	Hillsboro	Antonia, Cedar Hill, DeSoto Festus-Crystal City, Ware	5	

<sup>1</sup> Effective 1/23/12 US Cable Corporation will transfer ownership, operation of telecommunication services and existing customers of US Cable Corporation to the Telephone Company. Please refer to the Company's Tariff No. 4, Section 4.1.2 for rates to existing customers.

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Exchange AT&T Area	Local Exchange	Expanded Area Service	MCA Zone
Imperial	Imperial (Local Only)	Antonia Herculaneum-Pevely Maxville Oakville	3
Ironton	Ironton		(N)
Jackson	Jackson	Cape Girardeau McClure, Illinois Oak Ridge Pocahontas-New Wells	
Kirkwood	Kirkwood	All subscribers in the St. Louis Metropolitan Exchange, Manchester, Fenton and Valley Park; plus Optional Metropolitan Calling Area service subscribers in Southwestern Bell's exchanges of Portage Des Sioux, St. Charles, Chesterfield, Maxville, Imperial, Harvester, Pond, Eureka, High Ridge, Antonia, Herculaneum-Pevely, Bray Summit, Pacific, Cedar Hill, Ware, Hillsboro, Festu Crystal City and DeSoto, Beaufor Clair, Union and Washington; CenturyTel's Exchanges of St. Peters, O' Fallon, Dardenne, Winfield, Troy, Old Monroe, Mosc Mills, Wentzville, Foristell, New Melle, Defiance, Augusta, Foley, Holstein, Marthasville, Warrenton Wright City, And Orchard Farm Telephony Company's exchange of Orchard Farm.	2
Knob Noster	Knob Noster		

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Exchange AT&T Area	Local Exchange	Expanded Area Service	MCA Zone	(T) (T)
Ladue	Bridgeton, Florissant, Hazelwood, Spanish Lake	All subscribers in the St. Louis Metropolitan Exchange; plus Optional Metropolitan Calling Area service subscribers in Southwestern Bell's exchanges of Portage Des Sioux, St. Charles, Chesterfield, Manchester, Valley Park, Fenton, Maxville, Imperial, Pond, Eureka, High Ridge, Antonia Herculaneum-Pevely, Gray Summit Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City and DeSoto, Beaufort, St. Clair, Union and Washington; CenturyTel's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance Augusta, Foley, Holstein, Marthasville, Warrenton, Wright City and Orchard Farm Telephone Company's exchange of Orchard Farm.	2	(M)
Ladue	Ladue, Overland, Ferguson, River-View, Webster Groves	All subscribers in the St. Louis Metropolitan Exchange; plus Optional Metropolitan Calling Area service subscribers in Southwestern Bell's exchanges of Portage Des Sioux, St. Charles, Chesterfield, Manchester, Valley Park, Fenton, Maxville, Imperial, Pond, Eureka, High Ridge, Antonia Herculaneum-Pevely, Gray Summit Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City and DeSoto, Beaufort, St. Clair, Union and Washington; CenturyTel's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance Augusta, Foley, Holstein, Marthasville, Warrenton, Wright City and Orchard Farm Telephone Company's exchange of Orchard Farm.	1	(M)

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Exchange AT&T Area	Local Exchange	Expanded Area Service	MCA Zone
Lake Ozark - Osage Beach	Lake Ozark - Osage Beach	Camdenton Eldon Gravois Mills Tuscumbia	
Leadwood	Leadwood	Bismarck Bonne Terre Flat River	
Lilbourn	Lilbourn	Marston New Madrid	
Louisiana	Louisiana	Louisiana Clarksville	(N) (N)
	Manchester	Chesterfield, Eureka, Pond, Valley Park plus The Creve Coeur and Kirkwood zones of the St. Louis Metropolitan Exchange	3
Marston	Marston	Lilbourn New Madrid Portageville	
Maxville	Maxville (Local Only)	Antonia, Fenton, High Ridge, Imperial, Mehlville (Local Only), Oakville (Local Only), Sappington (Local Only)	3
Mehlville	Mehlville	All subscribers in the St. Louis Metropolitan Exchange and Maxville:plus Optional Metropolitan Calling Area service subscribers in Southwestern Bell's exchanges of Portage Des Sioux, St. Charles, Chesterfield, Manchester, Valley Park, Fenton, Imperial, Harvester, Pond, Eureka, High Ridge, Antonia, Herculaneum-Pevely, Gray Summit Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City and DeSoto, Beaufort, St. Clair, Union and Washington; CenturyTel's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance, Augusta, Foley, Holstein,	1

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**1.6 EXCHANGES WHERE SERVICES IS PROVIDER<sup>1</sup> (Cont'd)**

<b>Exchange AT&amp;T Area</b>	<b>Local Exchange</b>	<b>Expanded Area Service</b>	<b>MCA Zone</b>
Mehlville (Cont'd)		Marthasville, Warrenton, Wright City and Orchard Farm Telephony Company's Exchange of Orchard Farm.	(M)   (M)
Mexico <sup>2</sup>	Mexico	Not Applicable	
Moberly <sup>1</sup>	Moberly	Higbee	
Monroe City	Monroe City		
Montgomery City <sup>1</sup>	Montgomery City	Bellflower	
Morehouse	Morehouse	Sikeston	
New Madrid	New Madrid	Lilbourn, Marston	
Oakville	Oakville	All subscribers (1) in the St. Louis Metropolitan Exchange, Maxville and Imperial; plus Optional Metropolitan Calling Area service subscribers (2) in Southwestern Bells Exchanges of Portage Des Sioux, St. Charles, Chesterfield, Manchester, Valley Park, Fenton, Harvester, Pond, Eureka, High Ridge, Antonia Herculaneum-Pevely, Gray Summit, Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City DeSoto, Beaufort, St. Clair, Union and Washington CenturyTel Midwest's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance Augusta Foley, Holstein, Marthasville, Warrenton, Wright City and Orchard Farm Telephone Company's exchange of Orchard Farm.	2
Oran	Oran	Bell City, Benton, Chaffee, Delta	
Pacific	Pacific	Gray Summit, Eureka, Pond	5
Palmyra	Palmyra		
Paris	Paris		(M)

<sup>1</sup> Where technically feasible.

<sup>2</sup> <sup>1</sup>Effective 1/23/12 US Cable Corporation will transfer ownership, operation of telecommunication services and existing customers of US Cable Corporation to the Telephone Company. Please refer to the Company's Tariff No. 4, Section 4.1.2 for rates to existing customers.

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**1.6 EXCHANGES WHERE SERVICES IS PROVIDER<sup>1</sup> (Cont'd)**

<b>Exchange AT&amp;T Area</b>	<b>Local Exchange</b>	<b>Expanded Area Service</b>	<b>MCA Zone</b>
Perryville	Perryville	Kaskaskia, Old Appleton, St. Marys	
Pocahontas	Pocahontas	Altenburg- Frohna, Jackson, Oak Ridge	(N)
Pond	Pond	Chesterfield, Eureka, Harvester, Manchester, Pacific	4
Sappington	Sappington	All subscribers in the St. Louis Metropolitan Exchange, Fenton and Maxville; plus Optional Metropolitan Calling Area service subscribers In Southwestern Bell's exchanges of Portage Des Sioux, St. Charles, Chesterfield, Manchester, Valley Park, Imperial, Harvester, Pond, Eureka, High Ridge, Antonia, Herculaneum-Pevely, Gray Summit, Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City, DeSoto, Beaufort, St. Clair, Union and Washington; CenturyTel's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance, Augusta, Foley, Holstein, Marthasville, Warrenton, Wright City and the Orchard Farm Telephony Company's exchange Orchard Farm	1
Scott City	Scott City	Benton, Cape Girardeau, Chaffee, McClure, Illinois	
Sedalia	Sedalia		
Shelbina	Shelbina		
Shelbyville	Shelbyville		
Sikeston	Sikeston	Morehouse	
St. Charles	St. Charles	Harvester	3
St. Clair	St. Clair		5
Ste Genevieve	Ste Genevieve	Ste Genevieve, Bloomsdale, Kaskaskia, St. Marys	

<sup>1</sup> Where Technically Feasible

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Exchange AT&T Area	Local Exchange	Expanded Area Service	MCA Zone
St. Louis	St. Louis	All subscribers in the St. Louis Metropolitan Exchange Plus Optional Metropolitan Calling Area service subscribers in Southwestern Bell's exchanges of Portage Des Sioux, St. Charles, Chesterfield, Manchester, Valley Park, Fenton, Maxville, Imperial Harvester, Pond, Eureka, High Ridge, Antonia, Herculaneum-Pevely, Gray Summit, Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City and DeSoto Beaufort, St. Clair, Union and Washington CenturyTel's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance, Augusta, Foley, Holstein, Marthasville, Warrenton, Wright City and Orchard Farm Telephony company's exchange of Orchard Farm in East St. Louis and Granite City, Illinois who subscribe to Extended Local Area Service.	Principal Zone
Union	Union	Gray Summit	5
Valley Park	Valley Park	Fenton, Eureka, High Ridge, Manchester plus the Kirkwood zone of the St. Louis Metropolitan Exchange	3
Versailles	Versailles	Gravois Mills	
			<b>(M)</b>
Washington	Washington		5

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Exchange AT&T Area	Local Exchange	Expanded Area Service	MCA Zone
Webster Groves	Webster Groves	All subscribers in the St. Louis Metropolitan Exchange; plus Optional Metropolitan Calling Area service subscribers in the Southwestern Bell's exchanges of Portage Des Sioux, St. Charles, Chesterfield, Manchester, Valley Park, Fenton, Maxville, Imperial, Harvester, Pond, Eureka, High Ridge, Antonia, Herculaneum-Pevely, Gray Summit, Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City, DeSoto, Beaufort, St. Clair, Union and Washington; CenturyTel's exchanges of St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance, Augusta, Foley, Holstein, Marthasville, Warrenton, Wright City, And the Orchard Farm Telephony Company's exchange of Orchard Farm	1
Wellsville <sup>1</sup>	Wellsville		
Wyatt	Wyatt	Charleston	(N)

<sup>1</sup>Effective 1//23/12 US Cable Corporation will transfer ownership, operation of telecommunication services and existing customers of US Cable Corporation to the Telephone Company. Please refer to the Company's Tariff No. 4, Section 4.1.2 for rates to existing customers.

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**1.6 Exchanges Where Service is Provided<sup>1</sup>**

<b>Exchange Embarq Area</b>	<b>Local Exchange Service Area</b>	<b>Expanded Area Service</b>	<b>MCA Zone</b>
Clinton	Clinton	Coal	
Warrensburg	Warrensburg	Centerview	
<b>CenturyTel Area</b>			
Ashland	Ashland	Columbia	(C)
Bourbon	Bourbon		
Centralia <sup>1</sup>	Centralia	Clark, Sturgeon	
Columbia	Columbia	Ashland, Hallsville, Rocheport	
Cuba	Cuba		
Dardenne <sup>2</sup>	Dardenne	St. Peters, O'Fallon Augusta, New Melle Foristell, Defiance Wentzville	4
Foristell <sup>2</sup>	Foristell	Augusta, Dardenne Defiance, O'Fallon, New Melle, St. Peters, Wentzville, Wright City	5
Moscow Mills	Moscow Mills	Troy	5
O'Fallon <sup>2</sup>	O'Fallon	St. Peters, Dardenne Augusta, New Melle Foristell, Defiance Wentzville	4
St. Peters <sup>2</sup>	St. Peters	Harvester, Augusta New Melle, Foristell Defiance, O'Fallon Dardenne, Wentzville	4
St. James	St. James	St. James, Safe	

<sup>1</sup> Effective 1/23/12 US Cable Corporation will transfer ownership, operation of telecommunication services and existing customers of US Cable Corporation to the Telephone Company. Please refer to the Company's Tariff No. 4, Section 4.1.2 for rates to existing customers.

<sup>2</sup> Local calling is provided between the exchanges of Augusta, Dardenne, Defiance, Foristell, New Melle, O'Fallon, St Peters and Wentzville.

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**1.6 Exchanges Where Service is Provided (cont'd)**

<b>Exchange CenturyTel Area</b>	<b>Local Exchange Service Area</b>	<b>Expanded Area Service</b>	<b>MCA Zone</b>	
Rocheport	Rocheport	Rocheport, Columbia		
Troy	Troy	Hawk Point, Moscow Mills	5	
Warrenton	Warrenton		6	
Wentzville <sup>1</sup>	Wentzville	Augusta, Dardenne Defiance, Foristell O'Fallon, New Melle, St. Peters	5	
Winfield	Winfield	Foley, Old Monroe	5	<b>(N)</b>
Wright City	Wright City	Foristell	6	
<b>Exchange Spectra Communications Group (Clink)</b>	<b>Local Exchange Service Area</b>	<b>Expanded Area Service</b>	<b>MCA Zone</b>	
Annapolis	Annapolis	Annapolis		<b>(N)</b>
Ironton	Ironton	Ironton		
Ladonia	Ladonia	Ladonia		<b>(N)</b>
Monroe City	Monroe City	Monroe City		
Palmyra	Palmyra	Palmyra		
Paris	Paris	Paris		
Shelbina	Shelbina	Shelbina		
Shelbyville	Shelbyville	Shelbyville		

<sup>1</sup> Local calling is provided between the exchanges of Augusta, Dardenne, Defiance, Foristell, New Melle, O'Fallon, St Peters and Wentzville.

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Calling rules, per MO PSC, apply to Customers requesting MCA service in the above exchanges as follows:

**Principal Zone** subscribers can call ##:

-all customers in MCA Principal Zone, MCA-1 and MCA-2 exchanges, and all MCA subscribers in MCA-3, MCA-4, MCA-5 and MCA-6 exchanges.

**MCA-1** subscribers can call ##:

-all customers in MCA Principal Zone, MCA-1 and MCA-2 exchanges, and all MCA subscribers in MCA-3, MCA-4, MCA-5 and MCA-6 exchanges.

**MCA-2** subscribers can call ##:

-all customers in MCA Principal Zone, MCA-1 and MCA-2 exchanges, and all MCA subscribers in MCA-3, MCA-4, MCA-5 and MCA-6 exchanges.

**MCA-3** subscribers can call ##:

-all customers in MCA Principal Zone, MCA-1, MCA-2 and MCA-3 exchanges, and all MCA subscribers in MCA-4, MCA-5 and MCA-6 exchanges.

**MCA-4** subscribers can call ##:

-all customers in MCA Principal Zone, MCA-1, MCA-2, MCA-3 and MCA-4 exchanges, and MCA subscribers in MCA-5 and MCA-6 exchanges.

**MCA-5** subscribers can call ##:

-all customers in MCA Principal Zone, MCA-1, MCA-2, MCA-3 and MCA-4 exchanges, and MCA subscribers in MCA-5 and MCA-6 exchanges.

**MCA-6** subscribers can call ##:

-all customers in MCA Principal Zone, MCA-1, MCA-2, MCA-3, MCA-4 and MCA-5 exchanges, and MCA subscribers in MCA-6 exchanges.

MCA-3, MCA-4, MCA-5 and MCA-6 non-subscribing Customers can call:

-all Customers in their own local exchange and EAS points, if any.

**NOTES:**

MCA numbering is not applicable in Principal Zone, MCA-1 and MCA-2. Customers in these areas may call MCA customers for all zones on a non-toll basis. Customers in Principal Zone, MCA-1 and MCA-2 will incur toll charges when calling non-MCA customers in MCA-3, MCA-4, MCA-5 and MCA-6.

Subscribers include all customers of incumbent local exchange carriers and, pursuant to the Missouri Public Service Commission Report and order in Case No. T0.99-483, all customers of competitive local Exchange carriers.

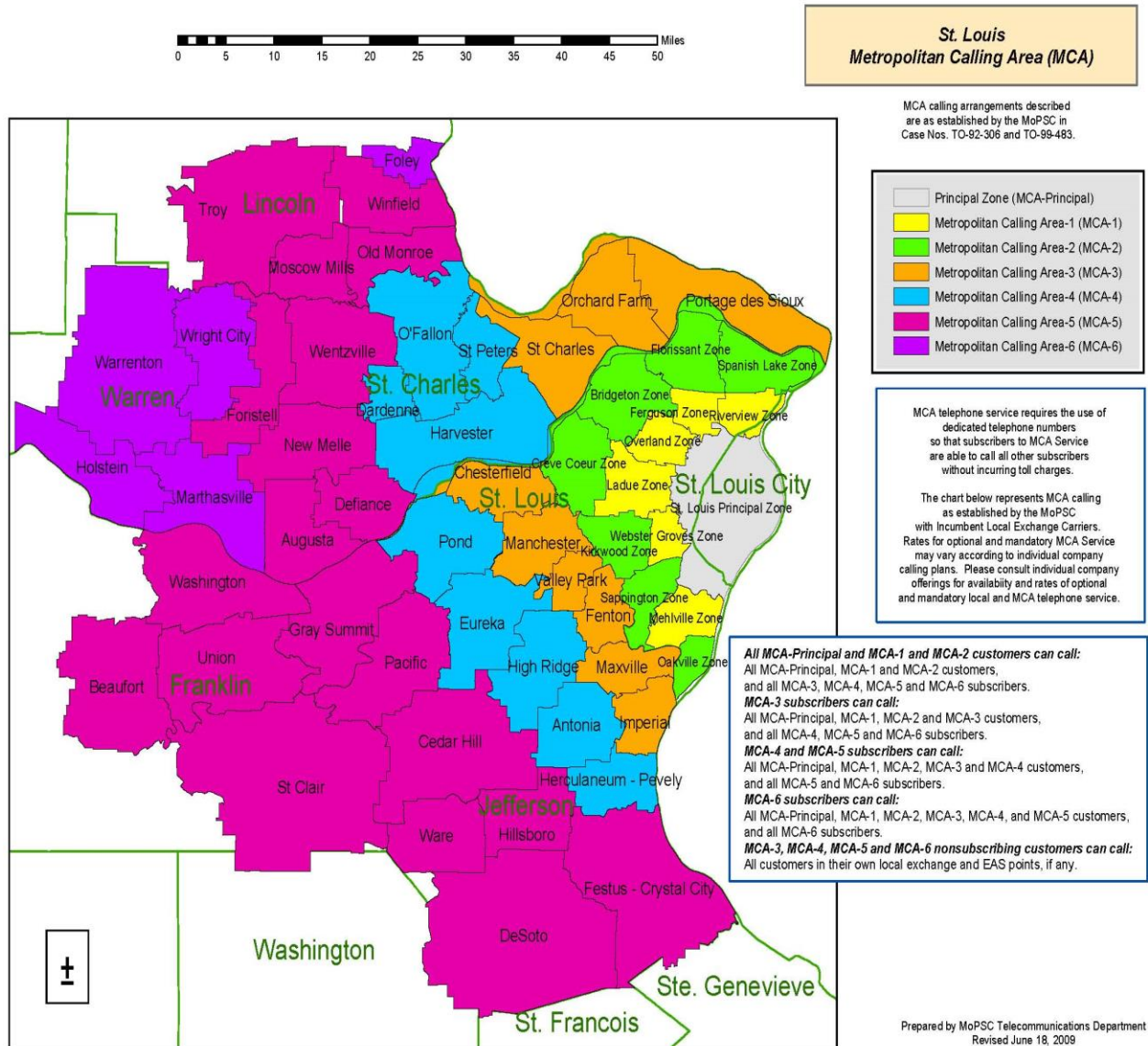
Optional Metropolitan Calling Area service subscribers include all customers of incumbent local exchange Carriers and competitive local exchange carriers being served by dedicated NXX codes identified as MCA NXX codes pursuant to the Missouri Public Service Commissions' report and order is Case No. T0-00-483.

## See Figure 1 – MO PSC Local Exchange Map for exchange areas in each MCA Zone

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Figure 1-St. Louis MCA Zone Map (MO PSC)



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**1.7 Practices and Procedures**

**1.7.1 Rights of the Telephone Company in Furnishing Service**

1. Ownership and Use of Services

- a. Facilities furnished by the Telephone Company to provide transmission Service on the premises of a Customer are the property of the Telephone Company. This includes the Telephone Company-assigned Telephone Number(s) to Customer. The agents and employees of the Telephone Company shall have the right to enter said premises at any reasonable hours for the purpose of installing, inspecting, maintaining or repairing the equipment, instruments and lines, or upon termination of the Service, for the purpose of removing such equipment, instruments and lines.
- b. If the installation and maintenance of Service are requested at locations which are or may become hazardous or dangerous to the Telephone Company's employees or the public or property, the Telephone Company may refuse to install and maintain such Service, and, if such Service is furnished may require the Customer to install and maintain such Services and may also require the Customer to indemnify and hold the Telephone Company harmless from any claims, loss or damage by reason of the installation and maintenance of such Service.

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2. Service Use by Customer

The Service is furnished only for use by the Customer and by guests on the Customer's premises whom the customer permits to use the Service

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3. Reserved for Future Use

4. Connection of Automatic Dialing-Announcing Devices

- a. The Telephone Company will not knowingly permit connection to or operation over the telephone network of an automated dialing-announcing device used for solicitation purposes where calls initiated by the device cannot be terminated at will by the called party and dial tone restored to the called party promptly upon termination of the call by the called party.
- b. Any prerecorded message issued by an automated dialing-announcing device shall be preceded by an announcement that states the name and address of the calling party, the purpose of the message, and that the message is coming from automated equipment.

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**1.7 Practices and Procedures (Cont'd)**

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**1.7.2 Establishment and Provision of Service**

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1. Applications for initial or additional Services may be made to Telephone Company in writing. During the application process, the Telephone Company may check past telephone account information in order to establish a credit risk assessment.

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2. Any change in rates or regulations prescribed by public authority having applicable jurisdiction, modifies all terms and regulations of the Services to the extent of such changes.

3. The Telephone Company reserves the right to refuse service to any applicant who is found to be indebted to the Telephone Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Telephone Company may also refuse to furnish service to any applicant desiring to establish service for former Customers of the Telephone Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.

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**1.7.3 Directories**

1. Telephone Directory Distribution - The Telephone Company will contract with the Incumbent Company that currently distributes directories in the applicable exchange areas for purposes of providing to its Customers. A directory will be distributed without charge to Telephone Company customers<sup>1</sup>. A Customer's request for a directory will be made to the publisher by the Company. Additional directories or information requested by a Customer will be furnished where, in the opinion of the Telephone Company, such provision will result in a more efficient use of the Service by that Customer. Additional directories will be furnished at the discretion of the Telephone Company at a reasonable rate.

2. Telephone Directory Ownership - Directories regularly furnished to Customers are the property of the incumbent distributing telephone company, are loaned to Customers only as an aid to the use of the telephone service, and are to be returned to the Telephone Company or the incumbent distributing company upon request. The Telephone Company shall have the right to make a charge for directories issued in replacement of directories destroyed, defaced or mutilated while in possession of Customers.

3. The rates and regulations for directory listings in this Section, 1.7.3, apply only to the alphabetical directory containing the regular alphabetical list of names of Customers.

4. The alphabetical list of names of Customers is for the purpose of informing calling parties of the telephone numbers of Customers and those entitled to use Customers' Service, and special position or arrangement of names is not contemplated.

5. The Telephone Company limits the length of any listing in the directory by the use of abbreviations when, in the opinion of the Telephone Company, the clearness of the listing or the identification of the Customer is not impaired thereby.

<sup>1</sup> Upon Customer request a directory will be distributed to customers in the St Louis and Metropolitan Calling Area exchanges. Refer also to Section 1.2 Listing of Waivers, 4 CSR 240.32.050(4)(B)

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6. Listings must conform to the incumbent Telephone Company's practices with respect to its directories. (M)  
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7. Listings are regularly provided in connection with all classes of Exchange Service, unless the Customer subscribes to Non-published or Non-listed Service. Ordinarily, listings are automatically included in the directory. A listing, however, may be omitted upon request of a Customer when, in the judgment of the Telephone Company, the omission of the listing is warranted by the circumstances of the particular case.
8. Except as provided in [Section 1.7.10](#) of this Local Exchange Tariff, the applicable period for directory listings, including extra listings, where the listing actually appears in the directory, is the current directory period.
9. The Telephone Company will furnish upon request the name and address of the Customer when used to provide recorded announcements under the provisions of this Local Exchange Tariff.
10. One listing without charge, termed the Primary Listing, is provided as follows:
- One listing will be provided at one alphabetical location. This listing must be the actual name of the Customer to whom service is rendered, or it may be the name of a member of the Customer's family or household, or a dual name Primary Listing may be provided for two persons who reside at the same address or for a person known by two first names. This listing is comprised of a surname, no more than four additional names, one address, and one telephone number.
  - The four (4) additional names referred to preceding can be any combination in accordance with the Customer's preference of the following: first name, middle name, initial(s), nickname, maiden name and second surname.
  - When a Customer has Telecommunications for the Deaf (TDD) Service, they may request their listing identified as TDD Only or TDD & Voice next to their number.
  - No name or phrase will be listed which, in the opinion of the Telephone Company, is likely to mislead or deceive the public.
  - When service is contracted for by one party for the use of a second party, the listing may be in the name of the second party provided the preceding requirements are met insofar as the listed name is concerned.
  - At the request of the Customer, the primary listing may be omitted from the directory (Non-listed Service) or from both the directory and the Directory Assistance Service records (Non-published Service). Non-listed and Non-published Services are furnished subject to the regulations and rates specified in [Section 1.8.4](#) of this Local Exchange Tariff. The omission of the primary listing in the directory at the Customer's request does not entitle the Customer to an additional listing without charge in connection with other Services for which the Customer may be subscribing.

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**1.7.4 Priority of Service**

In case a shortage of facilities exists at any a time, either for temporary or protracted periods, the establishment of network transmission service takes precedence in the furnishing of any service or facility.

**1.7.5 Customer Premise Equipment (CPE)**

Customer Premises Equipment (“CPE”) is all terminal equipment normally used on the Customer’s premises and owned by the Customer, or owned by the Telephone Company or some other supplier and leased to the Customer, including the terminal equipment located or held in inventory on the Customer’s premises.

The Telephone Company shall allow Customers to secure the provision, repair, and maintenance of CPE from any supplier, provided that such equipment shall be in compliance with applicable registration standards promulgated by the Federal Communications Commission

The Telephone Company will endeavor to answer any questions concerning the installation, repair, and maintenance of CPE by telephone contact, personal contact, or printed material, upon request.

**1.7.6 Fees and Taxes Billed to Customer**

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When any municipality, other political subdivision or local agency of government, imposes upon the Telephone Company any license, occupation, or other similar charge or tax applicable to service by the Telephone Company to the Customer, or imposes a charge or tax based upon a percentage of gross receipts, net receipts, or revenues from sale of telephone service by the Telephone Company, the charges for local service to Customers within such municipality, other political subdivision or local agency of government, shall be increased by an amount equal to each such Customer’s proportionate part of any such charge or taxes, and such amount shall be shown separately on the Customer’s bill.

All regulated charges, other than taxes and franchise fees, will be submitted to the Missouri Public Service Commission for prior approval.

**1.7.7 Reserved for Future Use**

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**1.7 Practices and Procedures (Cont'd)**

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**1.7.8 Establishment and Maintenance of Credit**

1. Establishment of Credit

The Telephone Company is not obligated to provide service to any individual or firm that owes the Telephone Company an undisputed amount for services previously rendered at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Telephone Company.

2. Discontinuance of Service for Failure to Establish Credit

During normal business hours, Service may be discontinued for failure to establish credit, as authorized in this Local Exchange Tariff, after written notice by first class mail has been sent or delivered to the Customer, at least ten (10) days prior to the date of proposed discontinuance.

3. Service Restoral Charge

Where Service has been discontinued for failure to establish credit as authorized above, the regular Restoral of service charge will be made and collected by the Telephone Company.

4. Retention of Uncollectible Records

The Telephone Company retains uncollectible records for a period of two (2) years.

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**1.7 Practices and Procedures (Cont'd)**

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**1.7.9 Advance Payment**

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- 1. During the application process, the Telephone Company may check past payment history with the Company or its affiliates in order to ascertain credit worthiness for use in establishing treatment for telephone service.

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In the case of an applicant who the Telephone Company determines has either a:

- a) Past Due Balance with the Company or Affiliate; or
- b) Write Off Balance with the Company or Affiliate

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Customer will be required to make full payment of indebtedness prior to acceptance for telephone service. The Telephone Company reserves the right to refuse service if the customer fails to fulfill these requirements.

- 2. New Telephone Company applicants or existing affiliate customers, applying for telephone service, may be required to do one of the following prior to obtaining telephone service:

- a) Provide information necessary for Commercial Credit Assessment
- b) Provide one of the following written credit references on credit reference source Company letterhead
  - Previous Telephone Service Provider
  - Mortgage and/or Rental institution
  - Major Credit Card
  - Record of employment history, two (2) years or more, with current employer

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**1.7 Practices and Procedures (Cont'd)**

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Credit references under this section must indicate the customer has not been late for longer than 30 days three times in a twelve month period.

- 3. Customers, who are unable to satisfy or unwilling to provide information to establish credit worthiness or who have an unsatisfactory credit rating may be required to make an Advance Payment. The Advance Payment will be equal to the applicable installation charge and one month of recurring charges, excluding taxes and surcharges. The Advance Payment will appear as a credit and be applied to the first month bill. The Telephone Company reserves the right to refuse service if the customer fails to fulfill standard requirements. After service has been established, the Customer will be responsible for the payment of all applicable charges to avoid discontinuance of service.
- 4. The Telephone Company will provide a notification and information letter to those customers required to make an Advance Payment. The notification letter shall contain the reason for the Advance Payment.
- 5. For Customers required to make an Advance Payment, the Telephone Company may require proof of positive identification.

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**1.7.10 Initial Contract Periods**

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- 1. Unless otherwise specified herein or elsewhere in the telephone Company's Local Exchange Tariffs, the initial (or minimum) period for service is one (1) month from the date service is established and the minimum charge is the established rate for one (1) month.
- 2. The length of period for directory listings where the listings have been published is the directory period. The directory period is from the day on which the directory is first distributed to the Customers.
- 3. The Telephone Company may require a Service period longer than one (1) month at the same Location in connection with special (nonstandard) types or arrangements of facilities, or for unusual construction, necessary to meet special demands, and involving extra costs.

**1.7.11 Suspension or Termination of Service by the Customer**

**--Suspension**

Service may be suspended at the Customer's request to accommodate vacation or other extended absence needs. A suspension charge will be applied to each line associated with the account as outlined in Section 1.8.5, Application of Telephone Numbers.

**--Termination**

Service may be terminated upon notice being given to the Telephone Company, and upon payment of any applicable termination charges, in addition to all charges due for service which has been furnished.

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**1.7 Practices and Procedures (Cont'd)**

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**1.7.11 Suspension or Termination of Service by Customer**

**Termination**

Service may be terminated upon notice being given to the Telephone Company and upon payment of all chartes due for service that has been furnished.

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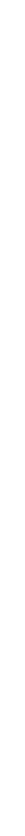
**1.7 Practices and Procedures (Cont'd)**

**1.7.12 Involuntary Suspension or Termination of Service**

1. A Customer's service may be suspended for unauthorized use of or nonpayment of, all undisputed, delinquent charges for services furnished the Customer, authorized users, and any charges for which the Customer has agreed to be responsible after a written notice has been furnished to the Customer. The Customer's written notice shall be sent or delivered to the Customer at least ten (10) days prior to the date of the proposed discontinuance. A Customer shall have at least twenty-one (21) days from the rendition of a bill to pay charges stated.

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2. At least twenty-four (24) hours preceding a suspension, the Telephone Company shall make reasonable efforts to contact the Customer to advise him of the proposed discontinuance and what steps must be taken to avoid it.
3. The Telephone Company may place global toll blocking and eliminate any optical, non-basic calling features and functions for Customer nonpayment of delinquent charges for other than basic local telecommunications service.

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**1.7 Practices and Procedures (Cont'd)**

**1.7.12 Involuntary Suspension or Termination of Service (Cont'd)**

- 4. Reserved for future use.
- 5. The Telephone Company may refuse to furnish Service to any person, on whose premises is located any telephone equipment owned by the Telephone Company which shows any evidence of tampering, manipulation, or operation, or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges applicable to the service rendered.
- 6. The Telephone Company may disconnect, without advance notice:
  - a. Any Service used in such a manner as to interfere unreasonably with other services or service or another user, constitute abuse, fraud, theft, or tend to injuriously affect the efficiency of the Telephone Company's plant, property or service.
  - b. Any Service or call which is used with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user.
  - c. Any Service used to disseminate without authorization confidential, proprietary information of the Telephone Company or information that would enable other persons to gain unauthorized access to the Telephone Company's network or facilities.
- 7. Where there is probable cause to believe that there is illegal or willful misuse of the Telephone Company's service including but not limited to: subscriber use or allowance of use of abusive, obscene, profane, lewd, lascivious or suggestive language or material otherwise not protected by law, subscriber use with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user (including Telephone Company employees), or subscriber use to impersonate or permit others to impersonate any other individual.
- 8. The Telephone Company may refuse to furnish Service and may also disconnect existing Service for a Customer who demonstrates fraudulent means of obtaining, or attempting, to obtain, or assisting another to obtain, service by any trick, scheme, false representation, false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge for such service.
- 9. The Telephone Company may refuse to furnish or may discontinue Service to any Customer upon objection to the furnishing of such service made by or on behalf of any governmental authority on the grounds that such service is or is to be used for illegal purposes.
- 10. Subject to Missouri regulations, the Telephone Company may disconnect, on 24 hours notice, any service when the Customer has made payment of past due amounts with insufficient funds via check draft or credit card. Customer may prevent disconnection by making payment of all amounts owed in guaranteed funds prior to the expiration of the 24 hour insufficient funds notice.
- 11. Service may be refused or terminated for failure of the customer to provide a advance payment to the Telephone Company, if required.

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**1.7.13 Payment for Facilities and Services**

1. The Customer is held responsible for all charges for Services rendered and furnished to the Customer. (T)
2. All charges for Services are due when rendered and are payable at the office of the Telephone Company, or an authorized collection agency (the Telephone Company will provide a copy of the original/official bill, upon the request of the Customer, in Braille or no less than twenty-four point bold-faced type print or both). Customers shall have twenty-one (21) days from the date of the bill to pay the charges stated before charges are considered delinquent (except when the Customer has had service discontinued for nonpayment in the last twelve (12) months or where the Customer incurs other charges at any time during the billing period which are equal to at least four hundred percent (400%) of the amount of the deposit or guarantee previously required from the Customer). (T)
3. Reserved for future use. (T)
4. Service to Customers having undisputed delinquent accounts may be discontinued after written notice by first class mail is sent or delivered to the Customer at least ten (10) days prior to the proposed disconnection date. Service will be discontinued during normal business hours and will not take place on a day when the offices of the Telephone Company are not available to facilitate reconnection of service, or on a day immediately preceding such day The Telephone Company will postpone a discontinuance of service for a time not in excess of twenty-one (21) days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under the care of a physician. Any person who alleges such emergency shall, if requested, provide the Telephone Company with reasonable evidence of such necessity.
5. When the service of a Customer has been denied or suspended in accordance with rules for Service in this Local Exchange Tariff, but the service has not been terminated or the order to remove the service has not been completed, if such service is restored, a restoral of service charge as quoted in this Local Exchange Tariff, will be made. In addition to the restoral of service charge, the Customer will be required to pay, or make satisfactory arrangements to pay all service charges up to the time of restoral of service.
6. Subsequent to the completion of an order to terminate the service it may be reestablished only on the basis of a new application.

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**1.7.14 Construction, Installation and Maintenance Charges**

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Construction performed under this Section 1.7.14 shall be at the sole discretion of the Telephone Company.

1. Special charges in the form of installation charges, monthly charges, or both, are applied in addition to the usual service charges and monthly rates, when, because of the sporadic or occasional nature of the service or an unusual investment of expense, the revenue does not reasonably compensate the Telephone Company, for example
  - a. The facilities are not presently available, and there is no other requirement for the facilities so constructed.
  - b. The facilities are provided in remote or undeveloped sections outside the Base Rate Area, or if the facilities are provided on a temporary basis.

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- c. The facilities are of a type other than that which the Telephone Company would normally utilize in the furnishing of its services.
  - d. The facilities would be deployed over a route other than that which the Telephone Company would normally utilize in the furnishing of its services.
  - e. The facilities would be in a quantity greater than that which the Telephone Company would normally construct.
  - f. The facilities would be constructed on an expedited basis.
  - g. The facilities would be constructed on a temporary basis until facilities are available.
  - h. The facilities would be constructed in advance of Telephone Company's normal construction.
  - i. The conditions require the provision of special facilities or unusual methods of plant construction, installation, or maintenance.
  - j. The Customer's location requires the use of costly private right-of-way.
2. Title to all construction, provided wholly or partly at a Customer's expense, is vested in the Telephone Company.
  3. Construction charges will include materials, contract services, and loaded labor. The Customer is required to bear unusual maintenance costs for special construction.
  4. Overhead loading of labor is calculated with a composite allocation factor that is based on plant, construction, and engineering personnel salaries and expenses, supervision, pension expense, insurance, unemployment and social security taxes. This factor is developed annually by determining the relationship of the above expenses to the total payroll base. It is applied to expenses for construction, removals, plant and central office maintenance.
  5. The Telephone Company will provide an estimate of actual charges to the Customer prior to the start of construction.
  6. When attachments are made to poles of other companies, in lieu of providing construction for which the Customer would be charged under the provisions hereof, the cost to the Telephone Company for such attachments are borne by the Customer.
  7. The Customer is required to pay construction charges as made by another company providing facilities connecting with the facilities of the Telephone Company.
  8. Construction charges will not apply to the Customer's station installation that includes the aerial drop that extends from the last pole to the demarcation point.
  9. Refer to Glossary of Definitions and Terms for explanation and examples of the term "demarcation point."
  10. Installation of facilities within subdivisions shall be underground where underground treatment is the usual form of installation.
  11. The following definitions are used with regard to facilities constructed and owned by the Telephone Company.
    - a Applicant-The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency, or other

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- b. legal entity recognized by law, applying for the construction of a telephone distribution system in a subdivision.
  - c. Building-A single structure roofed and enclosed with exterior walls, built for permanent use, erected, frames of component structural parts and unified in its entirety both physically and in operation for single-family residential occupancy in a subdivision (Definition excludes mobile homes)
  - d. Subdivision-A lot, tract, or parcel of land divided into two or more lots, plots, sites or other divisions for use for new residential buildings or the land on which is constructed new multiple-occupancy buildings per a recorded plot thereof if such recordation is required by law.
12. The Telephone Company upon receipt of the applicant's proper application will install underground facilities with suitable materials to assure that the applicant will receive reasonably safe and adequate telephone service. The provision of the underground facilities will be at no charge, except where a charge is permitted in this Section of the Local Exchange Tariff.
13. Rights-of-Way and Easements
- a. Within the applicant's subdivision, the Telephone Company will construct, own, operate, and maintain underground facilities only along public streets, roads, and highways which the Telephone Company has the legal right to occupy, and on public land and private property across which rights-of-way and easements satisfactory to the Telephone Company may be obtained without cost or need for condemnation by the Telephone Company.
  - b. Rights-of-way and easements, within the subdivision, satisfactory to the Telephone Company, must be provided by the applicant within reasonable time to meet construction and service requirements before the Telephone Company shall be required to commence its installation. Such rights-of-way and easements must be provided by the applicant at no charge to the Telephone Company, be cleared of trees, tree stumps, and other obstructions and be graded to within six (6) inches of final grade. Such clearance and grading must be maintained by the applicant during construction by the Telephone Company.
14. Advances by the Applicant
- a. Where, due to the manner in which a subdivision is developed, the Telephone Company is required to construct an underground distribution system through a section or sections of the subdivision where service will not be connected for at least two (2) years, then the Telephone Company may require a reasonable advancement for the construction from the applicant before construction is commenced, to guarantee performance.
  - b. Where the subdivision is developed in a uniform manner so that the Telephone Company may restrict the construction of its underground telephone distribution system to a section or sections in which buildings or multiple-occupancy buildings are constructed, the Telephone Company may not require an advance.

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- c. If an advance is required under these rules, then the advance, without interest, shall be returned to the applicant on a pro rata basis as the permanent service connection is made to each building or multiple-occupancy building.
- d. Any portion of an advance remaining unrefunded ten (10) years from the date the Telephone Company is first ready to render service with the extension will be retained by the Telephone Company and credited to the appropriate construction account.

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15. Temporary Facilities

- a. Temporary facilities may be installed to provide service, when necessary, for a maximum period of one (1) year.
- b. When it is necessary to place temporary facilities in advance of the permanent underground telephone system in order to provide telephone service, the Telephone Company may require the applicant to pay the estimated nonrecoverable costs of the temporary facilities. If the required costs under the above-described conditions apply, the Telephone Company has the right to refuse installation of the temporary facilities until the required costs are paid to the Telephone Company.

16. Special Conditions

In circumstances, where the application of these rules appears impracticable or unjust to the applicant or the Telephone Company, or discriminatory to other Customers, eg, difficult rock conditions, the Telephone Company or applicant shall refer the matter to the Missouri Public Service Commission for special ruling or for the approval of special conditions which may be mutually agreed upon prior to commencing construction.

17. Special Type of Construction

When underground service connections are desired by Customers as initial installation in places where aerial drop wires would ordinarily be used to reach the Customers' premises, or when aerial facilities are used to provide service to a customer and subsequently the Customer desires that such facilities be placed underground, the following regulations apply.

- a. Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the Customer and in addition, the Customer shall pay the cost of the underground cable, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or are) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Telephone Company.
- b. The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use.
- c. Where conductors are laid in a trench, the trench shall be constructed and backfilled by or at the expense of the customer. In addition, the Customer shall pay the cost of the conductors, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or is) required to furnish the same service.

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**Special Type of Construction (cont'd)**

- d. Cable or wire installed in conduit will be maintained and replaced at the expense of the Telephone Company where the conduit has been inspected in place by the Telephone Company and approved, but repairs or replacements of cable or wire in conduit not so inspected and approved, or repairs or replacements of cable or wire in conduit or trench made necessary by damages caused by the Customer or his representative will be made only at the Customer's expense.
- e. Where facilities are changed from aerial to underground, in addition to the above, the Customer is charged the cost of dismantling and removing the aerial facilities.

**1.7.15 Slamming**

Slamming is the unauthorized change of a subscriber's preferred local, IntraLATA toll or InterLATA toll telecommunications carrier.

Per **FCC 00-135, CC Docket 94-129**, a telecommunications carrier who acquires a Customer by an unauthorized change of that Customer's local service may be billed the applicable nonrecurring charges to establish that Customer's service as a new account back with the Customer's authorized telecommunications carrier.

Telephone Company will only execute a change on the behalf of a subscriber in the subscriber's selection of a provider of telecommunications service in accordance with the procedures prescribed in **4 CSR 240-33 150**

**1.7.16 911 Emergency Services**

- 1. Telephone Company will supply the 911/E-911 service provider in Telephone Company's service area with accurate information necessary to update the 911/E-911 database at the time Telephone Company accepts Customer orders.
- 2. Database records provide customer-specific information that includes the customer name and service address. This information is made available to emergency service providers in the event that a call is placed to 911 from the end user's telephone.

If Customer requires location-specific Automatic Location Information (such as floor and room number within a building) delivery to the Public Safety Answering Point, or otherwise desires E-911 service to be provided for multiple user configurations, Customer must implement Private Switch/Automatic Locations Identification (PS/ALI). Customer must obtain the software and support that enable PS/ALI from a third-party provider.

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- 3. Telephone Company is obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. Telephone Company recognizes the authority of the 911/E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by Telephone Company.
- 4. Telephone Company will collect 911/E911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to **RSMo 190 310**. Telephone Company will observe and adhere to the Commission's emergency telephone service rules in **4 CSR 240-34**.

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### 1.7.17 Rights of the Telephone Company's

#### --Customer Notification

The Telephone Company will prepare a statement which, in layman's terms, describing the rights and responsibilities of both the Telephone Company and its Customers according to **4 CSR 240 33** rules. This Statement shall appear in the front part of the telephone directory or the Telephone Company will mail or otherwise deliver such statement to its existing and new Customers.

Upon request the statement shall be submitted to the Commission, its staff, or Office of the Public Counsel

The statement will include descriptions of

1. Billing procedures,
2. Customer payment requirements and procedures,
3. Deposit and guarantee requirements,
4. Conditions of termination, discontinuance and reconnection of service,
5. Procedures for handling inquiries,
6. A procedure whereby a Customer may avoid discontinuance of service during a period of absence,
7. Complaint procedures under **4 CSR 240-2.070**
8. The telephone number and address of all offices of the Missouri Public Service Commission and the statement that this Telephone Company is regulated by the Missouri Public Service Commission, and
9. The address and telephone number of the Office of the Public Counsel and a statement of the function of that office

Telephone Company will provide a toll-free telephone number for Customer inquiries

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**--Customer Disputes**

1. A customer shall advise the Telephone Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to the Telephone Company during normal business hours. A dispute must be registered with the Telephone Company prior to the delinquent date of the charge for a customer to avoid discontinuance of service as provided by the rules. Customers may contact the Telephone Company at 888-438-2427. (T)
2. When a Customer advises a Telephone Company that all or part of a charge is in dispute, the Telephone Company shall record the date, time and place the inquiry is made, investigate the inquiry promptly and thoroughly, and attempt to resolve the dispute in a manner satisfactory to both parties.
3. Failure of a Customer to cooperate with the Telephone Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the Customer's right to continuance of service under this Chapter.
4. If a Customer disputes a charge, the Customer shall pay an amount to the Telephone Company equal to that part of the total bill not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the Customer's prior usage, the nature of the dispute and any other pertinent factors in determining the amount not in dispute. The Telephone Company shall not discontinue service to a Customer for nonpayment of charges in dispute while that dispute is pending.
5. If the parties are unable to mutually determine the amount not in dispute, the Customer shall pay to the Telephone Company, at the Telephone Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute. The Telephone Company shall not discontinue service to a Customer for nonpayment of charges in dispute while that dispute is pending.
6. Failure of the Customer to pay to the Telephone Company the amount not in dispute within four (4) working days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the Customer's right to continuance of service and the Telephone Company may then proceed to discontinue service as provided in this rule.
7. If the dispute is ultimately resolved in the favor of the Customer in whole or in part, any excess moneys paid by the Customer shall be refunded promptly.
8. If the Telephone Company does not resolve the dispute to the satisfaction of the Customer, the Telephone Company representative shall notify the Customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the Customer may file an informal complaint with the Commission. If a Customer files an informal complaint with the Commission prior to advising the Telephone Company that all or a portion of a bill is in dispute, the Commission shall notify the Customer of the payment required by sections (4) and (5).
9. After resolution of the Customer complaint, a Telephone Company may treat a customer complaint or dispute involving the same question or issue based upon the same facts as already determined and is not required to comply with these rules more than once prior to discontinuance of service.

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**--Customer Complaint Escalation Procedures**

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1. Any customer of Telephone Company who feels aggrieved by a violation of any of the application of rules in this Local Exchange Tariff or of the Public Service Commission laws of Missouri relating to telecommunications companies, may file an informal or formal complaint under **4 CSR 240-2.070**.
2. If the Telephone Company and its customer fail to resolve a matter in dispute, the Telephone Company shall advise the customer of his/her right to file an informal or formal complaint with the Commission under **4 CSR 240-2.070**
3. Pending the resolution of a complaint filed with the Commission, the subject matter of such complaint shall not constitute a basis for discontinuance of service.

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**1.8 Reserved for Future Use**

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**Charter Fiberlink-Missouri, LLC  
Local Exchange Tariff**

**P.S.C. MO-No.1**

**21<sup>st</sup> Revised Page 33  
Replaces 20<sup>th</sup> Revised Page 33**

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**Charter Fiberlink-Missouri, LLC  
Local Exchange Tariff**

**P.S.C. MO-No. 1**

**2<sup>nd</sup> Revised Page 34A  
Replaces 1<sup>st</sup> Revised Page 34A**

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**P.S.C. MO-No.1**

**10<sup>th</sup> Revised Page 35A  
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Local Exchange Tariff**

**P.S.C. MO-No.1**

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**P.S.C. MO-No.1**

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**P.S.C. MO-No.1**

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### 1.8.10 Local Operator Services

#### --Operator-Assisted Calls

1. Description

The Telephone Company furnishes operator assistance to its customers via a third-party provider in accordance with that provider's tariff on file with the Public Service Commission. This service provides Customers with assistance using operators or the automated Interactive Voice System (IVS) whereby Customers may request assistance in: dialing a local and intrastate number, billing a local and intrastate call to a calling card, a third party number or a collect call. Operator services also include providing line status verification and busy line interrupt. Collect calls from correctional institutions may not be permitted.

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**1.8.11 Directory Assistance Services**

1. Description

The Telephone Company shall list its customers with the directory assistance operators to provide the requested telephone numbers of all customers, except telephone numbers unlisted at the customer's request.

In the event of an error in the listed numbers of any customer, the Telephone Company shall intercept all calls to the listed number for a reasonable period of time provided existing telephone equipment will permit and the number is not in service. In such event of an error or omission in the name listing such customer's correct name and telephone number shall be filed with directory assistance operators. The correct number will be furnished to the calling party either upon request or interception.

Whenever any customer's telephone number is changed after a directory is published, the utility shall intercept all calls to the former number for a reasonable period of time and give the calling party the new number provided existing telephone equipment will permit and the customer so desires.

Call completion of a requested directory assistance listed number may be provided to a customer as part of this service. A service message will inform the Customer that he may be connected to the number automatically. The use of call completion to complete a long distance call may incur charges at the current Charter long distance rate. Call completion service is furnished over the Telephone Company's network, where facilities are technically and operationally available.

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## 1.9 Local Exchange Service-Business Services

### 1.9.1 Rules and Regulations

The regulations specified herein are in addition to the regulations contained in Sections 1.5 through 1.7 of this Tariff and other tariffs. Failure on the part of customers to observe these rules and regulations of the Telephone Company automatically gives the Telephone Company the right to cancel the contract and discontinue the furnishing of service.

The Telephone Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

Products and Services are available as stated herein, where technically feasible. The quantity of business lines, per customer location, is dependent on the technical feasibility at that specific location. Additional construction and facilities maybe required at the customer's expense. The customer must pay for any special construction prior to the activation of service and/or cancellation of contract.

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The Customer is responsible for any fraudulent or misuse of service that occurs through Customer's account whether by a member of Customer's business or an authorized or unauthorized third party. Misuse of service could include PBX Hacking, modem hijacking, excessive usage of international calling, and 411 directory assistance calls and other per-use charges. The Customer is responsible for payment of the fraudulent calls, whether originated from the customer's premises or from remote locations.

Customers who purchase only local exchange and long distance services from the Company will be required to sign up for automatic payment prior to installation of service. The customer must maintain a valid account with automatic payment for not less than six (6) months from the date the Business Telephone Service is installed or be subject to disconnection.

### 1.9.2 Rights of the Telephone Company

No express or implied waiver by the Telephone Company of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including, but, not limited to Termination, shall relieve the Customers of its obligation to pay the Telephone Company all amounts due.

The Customer shall be in default in the event that the Customer does one (1) or more of the following (each individually to be considered a separate event of default) and the Customer fails to correct each noncompliance within twenty (20) days of receipt of written notice in cases involving non-payment or within thirty (30) days of receipt of written notice in cases involving any other noncompliance:

1. Customer is more than thirty (30) days past due with respect to any payment;
2. Customer has failed to comply with the terms of this tariff or contract;
3. Customer files or initiates proceeding or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as appointment of a trustee, receiver, liquidator, custodian or such other official) under bankruptcy, insolvency or other similar law and such proceedings are not dismissed within sixty (60) days.

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## 1.9 Local Exchange Service-Business

### 1.9.2 Rights of the Telephone Company (Cont'd)

In the event Customer is in default, the Telephone Company shall have at its discretion, and in addition to any other remedies it may have herein, to:

1. Suspend Services to the Customer immediately until such time the noncompliance has been corrected with affecting Customer's on-going obligation to pay the Telephone Company any amounts due (i.e. monthly charges) as if such suspension of Services had not taken place;
2. Termination of Services; or
3. After the occurrence of two (2) such events of Customer default in any twelve (12) month period of time, terminate contractual agreement and/or all of the applicable service orders

If termination is due to noncompliance by the Customer, Customer may be assessed a Termination Charge. The Termination Charge may be equal to fifty percent (50%) of the unpaid balance of the Monthly Service charges that would have been due throughout the remainder of the applicable service period plus one hundred percent (100%) of (a) the outstanding balance of any and all one-time charges and (b) any and all previously waived one-time charges.

Customer shall not use or permit any third party to use the Services in any manner that violates applicable law or causes the Telephone Company to violate applicable law.

Customer represents to the Telephone Company that the Customer has the authority to execute, deliver and carry out the terms of this Tariff and/or individual contract for such telephone services. It is the responsibility of the Customer to ensure that any person who accesses any telephone service through the Customer's equipment or through the Telephone Company's facilities on the Customer's premises will be an authorized user.

The Customer may not assign or transfer (directly or indirectly by any means, his or her individual contract or services to any other entity without first obtaining written consent from the Telephone Company. Contracts may not be amended, supplemented or changed without the written consent of the Customer and the Telephone Company.

The Company may assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest. The Customer may not transfer or assign his or her rights or obligations associated with the Services hereunder without the Company's prior written consent.

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Charter may perform an installation review of each service location prior to the installation of services at each service location. At its own expense, the Customer shall be responsible for all site preparation activities necessary for delivery and installation of the equipment and the installation and ongoing provision of Services. All equipment and materials installed or provided by the Telephone Company shall remain the property of the Telephone Company

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## 1.9 Local Exchange Services-Business

### 1.9.2 Rights of Telephone Company (Cont'd)

Customer is required to provide commercial electrical power or other utility service for the proper function of telephone services.

### 1.9.3 Rights of Customer

The Telephone Company shall be in default if one (1) or more of the following occur and the Telephone Company fails to remedy each noncompliance or occurrence within thirty (30) days of receipt of written notice from Customer:

1. The Telephone Company fails to comply with the terms of this Tariff or individual contract and/or any or all of the applicable service orders;
2. The Telephone Company files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief, or proceedings not dismissed within sixty (60) days.

If termination is due to noncompliance by the Telephone Company, the Telephone Company shall reimburse the Customer for any pre-paid, unused monthly service charges attributed to such terminated service. In addition, if termination is due to noncompliance by the Telephone Company within one (1) year of the applicable turn-up (installation) date, the Telephone Company shall pay a termination charge, charges equal to a portion of any one time charge has been paid by the Customer to the Telephone Company relative to the services covered by the terminated service order and/or individual contract.

#### Money Back Guarantee

Upon customer dissatisfaction and disconnection of service, and at the customer's request, the Telephone Company will provide a refund/credit for any initial standard installation charge and one monthly recurring charge, applicable to Charter Business telephone services, under the following conditions:

1. New Charter Business telephone customers qualify to have all levels of telephone services refunded for one month's charges.
2. Current Charter Business telephone customers adding a new level/upgrade of service qualify to receive a credit for one month's charges on the newly added services only.
3. Bulk Accounts, Multi-Dwelling Unit Accounts and National Accounts are not eligible for this offer. (C)
4. The maximum refund allowable is \$500 per account.

This refund/credit is valid for customers who pay the first month's charges for the new or upgraded service and is limited to one refund/credit per customer account. The customer must disconnect the service and request a refund/credit within 45 days of service installation.

Taxes, surcharges, and any other fees or charges that may apply will not be credited or refunded. This guarantee does not apply to per unit long distance charges (domestic or international) incurred beyond that provided for in the monthly recurring charge. Services purchased on a pay per use basis (i.e. Directory Assistance, Operator Services, etc.) are not eligible for this program.

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**1.9.4 Local Exchange Service**

Telephone Company will provide basic local exchange service via Telephone Company's facilities to business customers within its local service areas. Basic local exchange service includes the following:

- a. Basic Local Touchtone Service
- b. E911 Emergency Service
- c. One white page and or blue<sup>1</sup> page directory listing per account
- d. One yellow page directory listing per account
- e. Access to Operator Services
- f. Access to Directory Assistance
- g. Access to Customer Service and Repair Services
- h. Access to Line Intercept Services
- i. Access to services for the physically impaired
- j. Access to Interexchange Carriers for Intrastate and Interstate Intra and InterLATA Toll calling
- k. Free Unlimited local calling within the local exchange area of the end user
- l. Access to Metropolitan Calling Area (MCA) overlay
- m. Free standard intercept service for thirty (30) days

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<sup>1</sup> Blue page directory listings are available for government entities, schools, and libraries

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## 1.9 Local Exchange Service – Business

### 1.9.5 Local Exchange Service Areas (T)

The Telephone Company will provide local exchange service to business customers in the same exchanges as residential customers where technically feasible. The local calling area for the exchanges will be the same for business customers as residential customers. The local calling area for the above exchanges can be found in Section 1.6 Exchanges to Provide Service of this Tariff.

### 1.9.6 Application of Business Service (T)

Business Services apply at the following locations:

1. In offices, stores, factories and all other places of a strictly business nature
2. In offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs or lodges, public, private or parochial schools or colleges, hospitals, libraries, churches and other similar institutions, except churches and boarding houses as specified below.

At residence locations when use of the service either by the customer, members or his household, his guests or parties calling him can be considered as more of a business than of a residence nature, which might be indicated via advertising, business cards, newspapers, handbills, circular, etc.

3. At residence locations, where the service or an extension line is located in a shop, office or other place of business
4. In college fraternity houses where the members lodge within the premises
5. Any location where the listing of service at that location indicates a business, trade or profession.

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**1.9 Local Exchange Service-Business**

**1.9.7 Rates and Charges**

Various pricing plans, including month to month and term discount pricing, will be available to business customers within the local serving areas of the Telephone Company. Rates that are listed in this section are monthly recurring charges, unless otherwise noted.

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Rates may be negotiated and adjusted on Individual Contract Basis (ICB)/Customer Specific Proposals (CSPs) in an exchange in which basic local telecommunications service offered to business customers by the incumbent local exchange company has been declared competitive.

Terms of ICB/CSP provided to business customers will be provided on a proprietary basis to the Commission, upon request.

Services that are terminated by the customer prior to the contract expiration date may be assessed a termination liability of fifty (50%) of the monthly service charges for the remaining months of the contract term plus one hundred percent (100%) of (a) the outstanding balance of any and all one-time charges and (b) any and all previously waived one-time charges.

	<u>Monthly</u>	<u>12 Months</u>	<u>Contract Term</u>		
			<u>24 Months</u>	<u>36 Months</u>	(T)
Business Access Line (MCA 0 – 6) <sup>2</sup>	\$36.99	\$34.99 <sup>1</sup>	\$34.99 <sup>1</sup>	\$34.99 <sup>1</sup>	(I)

**ALL RATES SHOWN ABOVE ARE BILLED ON A PER LINE BASIS**

<sup>1</sup> Effective 12/27/12 this rate will no longer be available to new customers.

<sup>2</sup> Metropolitan Calling Plan is offered at no additional charge for the Business Access Line. The MCA Plans and local calling areas are described herein in Section 1.6 Exchanges To Provide Service. If the Customer's ported-in telephone number is non-MCA, they may subscribe to the Business Access Line service plan with no change in their telephone number and no MCA overlay. If the Customer requests the MCA calling plan, they will be advised that a new telephone number will need to be assigned to allow for designation as an MCA NXX.

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Service information previously bound on pages 52A - 58.2 is obsolete. The pages listed below are for historical reference.

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- 4<sup>th</sup> Revised Page 52A
- 3<sup>rd</sup> Revised Page 52B
- 2<sup>nd</sup> Revised Page 52C
- 1<sup>st</sup> Revised Page 52D
- 5<sup>th</sup> Revised Page 53
- 8<sup>th</sup> Revised Page 54
- 1<sup>st</sup> Revised Page 54A
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- 8<sup>th</sup> Revised Page 56
- 5<sup>th</sup> Revised Page 57
- 9<sup>th</sup> Revised Page 58
- 4<sup>th</sup> Revised Page 58.1
- 2<sup>nd</sup> Revised Page 58.2

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## 1.9 Local Exchange Service-Business

### 1.9.14 High Capacity Transmission Services

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The following services are offered where technically and operationally feasible.

A. General Description of Service

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High Capacity Transmission Services provides a point-to-point, point-to-multipoint and multipoint-to-multipoint dedicated connection between one or more customer-defined locations and/or the Company. The service, which may utilize Ethernet interfaces, optical fiber and/or coaxial cable facilities, is scalable from 1 Mbps to 100 Gbps and will be designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. All requesting Customers shall have non-discriminatory access to ICB Services and facilities at non-discriminatory rates, terms and conditions.

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**1.10 Local Interconnection Service**

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**1.10.1 General**

- A. Subject to the terms set forth following, the purpose of this Tariff is to provide an overview of Local Interconnection Service (“LIS”) and the terms and conditions under which LIS is offered.
- B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company’s service area(s). To limit the real potential for stranded investment, recurring and nonrecurring Costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for Service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- C. Upon receipt of a bona fide request for LIS from a Customer, Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.
- D. LIS is available to Customers for resale to retail Subscribers.
- E. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol (“VoIP”) service. In addition, it is the Customer’s sole responsibility to comply with all applicable laws and regulatory requirements.
- F. LIS does not support “nomadic” VoIP services. As provided elsewhere in this Tariff, the Customer must provide its services to Subscribers at a fixed service address.
- G. The terms and conditions set forth in this LIS Tariff are in addition to the terms and conditions found, preceding, of this Tariff.

**1.10.2 Definitions**

For purposes of this Section , the following defined terms shall have the meaning indicated:

- A. “Company” means Charter Fiberlink-Missouri, LLC
- B. “Customer” means the provider of retail interconnected VoIP services, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.
- C. “Subscriber” means the interconnected VoIP end-user customer of the Customer.

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**1.10. Local Interconnection Service (Cont'd)**

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**1.10.3 Description of Service**

- A. LIS provides a connection between a Customer's broadband facilities and the public switched telephone network, and related Services described herein. In order to make use of the Company's LIS, Customer's broadband facilities must consist of an IP-based, broadband network connecting to the Premises of each Subscriber that uses a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc.(CableLabs®), a soft switch, a media gateway, and appropriate Customer Premises Equipment. LIS does not support Customers providing services to Subscribers that operate using a different format than provided by the Company.
- B. The IP-based, broadband connecting Facility between Customer and Subscribers, the CMTS, the soft switch, the connecting Facilities to the Company's media gateway, and all Customer Premises Equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol. The Customer shall, at its sole cost, be responsible for providing all equipment, software, facilities and IP connectivity necessary for the Customer to provide interconnected VoIP service to its Subscribers.
- C. LIS is available to Customers where suitable Facilities exist, are technologically available, and are operationally and economically feasible.
- D. LIS provides standard 10-digit telephone numbers with associated two-way local exchange telecommunications service to permit Customers to provide local interconnected VoIP service to Customer's Subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, Telecommunications Relay Services (711), and Directory Listings. Toll services, Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

**1.10.4 Use of Service**

- A. LIS is provided subject to, and in accordance with, the regulations and rates in this Tariff, applicable law, and the Company's agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Section 1.5 and this LIS Tariff.
  - 1. Customer shall, at its sole cost, be responsible for providing all equipment, software, Facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.

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**1.10. Local Interconnection Service (Cont'd)**

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**1.10.4 Use of Service (Cont'd)**

## A. (Cont'd)

## 1. (Cont'd)

- a. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI)), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable Costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.
- b. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").
- c. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.
- d. Based on the Company Obligations, LIS is limited to Subscribers physically located in areas served by the Company. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular Exchange Areas. LIS under this Tariff is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. Notwithstanding, the Company and the Customer may negotiate and enter into such arrangements on an individual case basis to serve legitimate subscriber requirements.

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**1.10. Local Interconnection Service (Cont'd)**

(N)

**1.10.4 Use of Service (Cont'd)**

A. (Cont'd)

1. (Cont'd)

e. The Company and the Customer will conduct interoperability testing prior to the Customer implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.

2. Customer is solely responsible for (i) implementing with Subscribers appropriate terms, conditions, and measures to ensure that all Subscribers comply with the terms and conditions of this LIS Tariff, and (ii) establishing the price plans according to which Subscribers will be billed, including determining and remitting taxes and other charges to applicable authorities, billing its Subscribers, and handling all Subscriber disputes. All acts or omissions of a Subscriber shall be attributable to Customer for purposes of this LIS Tariff. The Company will not provide support directly to any Subscriber.

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**1.10. Local Interconnection Service (Cont'd)**

(N)

**1.10.5 Term and Termination**

- A. LIS is available for an initial term ("Term") of three years following execution of a separate written agreement between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.
- B. In the event of early termination of LIS by the Customer before the expiration of the Term, the Company may assess a Termination Charge equal to 100% of all monthly recurring charges multiplied by the number of months left in the Term. Such early Termination Charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover Costs associated with providing LIS.
- C. Discontinuance of Service for Cause
1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend LIS without incurring any liability.
  2. Upon Customer violation of any of the other material terms or conditions applicable to LIS the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend LIS without incurring any liability if such violation continues during that period.
  3. Upon condemnation of any material portion of the Facilities used by the Company to provide LIS to a Customer or if a casualty renders all or any material portion of such Facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend LIS without incurring any liability.
  4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend LIS without incurring any liability.
  5. Upon any governmental prohibition or required alteration of LIS to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue LIS without incurring any liability.
  6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue LIS. The Customer will be liable for all related Costs. The Customer will also be responsible for payment of any reconnection charges.
  7. Upon the Company's discontinuance of LIS to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the Term for which LIS would have otherwise been provided to the Customer to be immediately due and payable.
  8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

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**1.10. Local Interconnection Service (Cont'd)**

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**1.10.6 Subscriber Orders and Usage Forecasts**

- A. The Customer must submit order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After the Company's acceptance of a market order, the Customer may submit orders to activate Subscribers for use of LIS within such market.
- B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or local Calling Area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- C. The Customer may use other Common Carriers in addition to or in lieu of the Company.

**1.10.7. Local Number Portability**

- A. Porting In. As between the Company and the Customer, the Customer may act as the Company's agent in obtaining Subscriber requests to port a telephone number from a third party telecommunications provider to the Company so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of Customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21.
- B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.
- C. Directory Listings.
  - 1. The Company will assist Customer in the provision of directory listings to its Subscribers through third-party providers.
  - 2. The Customer shall be responsible for all costs incurred by the Company in the provision of directory listing services to the Customer's Subscribers, including any charges or liability resulting from the Customer's use of services provided by a third-party service provider. Such costs are not included in the rates specified in Section 1.10 of this LIS Tariff.
  - 3. The Company is not liable for damages arising from errors or omissions in the making or printing of directories by any such third-party service provider, or in accepting listings presented by the Customer.

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**1.10. Local Interconnection Service (Cont'd)**

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**1.10.8 Emergency 911 Service**

- A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.
- B. The Customer shall ensure that a Subscriber does not use LIS from a Location different from the Subscriber's address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the Incumbent Local Exchange Carrier) associated with such telephone number.
- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a Location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber Location; (iv) during a loss of connectivity to the Subscriber Location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where Service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary Location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.
- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial Service activation.
- E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Section 1.10.8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section 1.10.8.
- F. **LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 1.5.3 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE 911 SERVICES.**

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**1.10. Local Interconnection Service (Cont'd)**

**1.10.9 Limitation of Liability**

A. Please refer to Section 1.5.3 of this Tariff.

**1.10.10 Rates and Charges**

- A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined Service configurations will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for Service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- B. The charges for LIS may be revised from time-to-time on one month's notice.
- C. Charges for Service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of Service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.
- D. Rates:

**NONRECURRING  
CHARGE**

1. Local Interconnection Service	ICB
2. Activation/Service Order Charges - Pass through of any and all Carrier initial and supplemental Service order charges including activation charges, number porting charges (initial and supplemental; both standard and project-based fees), and directory listing charges (initial and supplemental; whether new, changed or deleted).	
3. Repair/Maintenance Charges to repair customer caused incidents:	
Regular Time: Mon.-Sat. 8a.m.-8p.m.	\$115.00 per visit
Overtime: Mon.-Sun. 8.am.-8p.m.	\$175.00 per visit
Premium: Sundays and Holidays	\$230.00 per visit

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**1.10. Local Interconnection Service (Cont'd)**

**1.10.10. Rates and Charges (Cont'd)**

D. Rates (Cont'd)

	<b>MONTHLY RATE<sup>1</sup></b>	
4. Local Interconnection Port - Per-T-1	\$1,000.00 Based on a 36-month Term Contract	
All Other Bandwidths	ICB	
5. Per Customer Subscriber	ICB	<b>(C)</b>
6. Other Carrier Charges - Pass through of any and all Carrier charges for numbers (DID/DOD), directory listing-related charges (vanity listing, non-published) or any other Carrier Charges.		
7. Individual Case Basis (ICB) Charges - ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis.		

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<sup>1</sup> The monthly rate for LIS is a function of a combination of market-specific Cost considerations as well as Customer-determined factors including service capacity, length of Contract term, optional features, and maintenance and security considerations.

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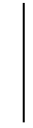


**Appendix A**

**1. Reserved for Future Use**

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**Appendix A**

**2. Reserved for Future Use**

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**Appendix A**

**3. Reserved for Future Use**

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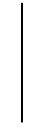
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**Appendix A**

**4. Reserved for Future Use**

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**5. Reserved for Future Use**

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**Appendix A**

**6. Reserved for Future Use**

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**Appendix A**

**7. Reserved for Future Use**

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**Appendix A**

**Reserved for Future Use**

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