

*This Tariff No. 4 replaces P.S.C. Mo. Nos. 1 and 2 in their entirety*

**TIME WARNER CABLE INFORMATION SERVICES (MISSOURI), LLC  
d/b/a TIME WARNER CABLE**

This Tariff, filed with the Missouri Public Service Commission (the “Commission”), contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for local and interexchange service within the State of Missouri by Time Warner Cable Information Services (Missouri), LLC d/b/a Time Warner Cable (herein, the “Company”). This Tariff is on file with the Commission and copies may be inspected, during normal business hours, at the Company’s principal place of business.

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Issued: May 26, 2009

Effective: July 25, 2009

Issued by: Julie P. Laine, Secretary  
TIME WARNER CABLE INFORMATION SERVICES (MISSOURI), LLC  
60 Columbus Circle  
New York, NY 10023

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local and long distance calling services by the Company to Customers within the State of Missouri. All Services and associated features, functions and capabilities will be provided only where Company facilities, technical and operational are available for such purpose.

**LISTING OF WAIVERS**

Consistent with the Commission's treatment of other certificated competitive local exchange telecommunications companies, the following statutes and regulations have been waived for the Company and its local exchange service offerings:

Statutes 392.210.2

392.240(1)392.270

392.280 392.290

392.300.2 392.310

392.320 392.330 392.340

Missouri Public Service Commission Rules

4 C.S.R. § 240-10.020 4 C.S.R. § 240-30.040 4 C.S.R. § 240-

33.030

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### **SYMBOLS**

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

- D - To signify “deleted” or “discontinued” rate or text
- I - To signify change resulting in an “increase” in rate or charge.
- M - To signify text “moved” from another Tariff location without change text or rate in text or rate.
- N - To signify “new” rate or text.
- R - To signify change resulting in a “reduction” in rate or charge.
- T - To signify change in “text,” but no change in rate or charge.

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### **TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added to the preceding sheet number. For example, a new sheet added between Sheet No. 3 and Sheet No. 4 would be numbered Sheet No. 3.1.
  
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4<sup>th</sup> Revised Sheet No. 3 cancels 3<sup>rd</sup> Revised Sheet No. 3.21.
  
- C. Paragraph Numbering Sequence - There are nine (9) levels of paragraph coding associated with this Tariff. Each level of coding is subservient to the next higher level:
  - 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a) 1.(i)
  - 2.1.1.A.1.(a) .(i).(1)

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## 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

### 1.1 Explanation of Abbreviations and Acronyms.

Cont'd	Continued
IXC	Interexchange Carrier
ICO	Independent Company
ICE	Independent Company Exchange
LATA	Local Access and Transport Area
LEC	Local Exchange Company
MPSC	Missouri Public Service Commission
MTS	Message Telecommunication Service
NPA	Numbering Plan Area
PIC	Primary Interexchange Carrier
TDD	Telephone Device for the Deaf
TRS	Telecommunications Relay Service

### 1.2 Definition of Terms

**Advance Payment** Part or all of a payment required before the start of service

**Commission (MPSC)** The Missouri Public Service Commission.

**Company** Time Warner Cable Information Services (Missouri), LLC, d/b/a Time Warner Cable.

**Completed** A call that the Company's network has determined has been answered by a person or mechanical device.

**Customer** The person or other entity which orders Service and is responsible for payment of charges due in compliance with the Company's Tariff regulations. This term also includes a person who was a Customer of the Company within the past 30 days and who requests Service at the same or different location. For purposes of this Tariff, "Customer" shall refer to local, county, state or federal entities, and/or those persons or entities whose use of service is or is represented to be primarily or substantially of a professional, business, institutional, occupational or commercial nature and who subscribe, from the Company or some other entity, to more than four access lines or to a service or services with a capacity for providing in the aggregate at least 256 DS0 equivalents for the transmission of voice and/or data. (T)

## 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

### 1.2 Definition of Terms, (Cont'd.)

**Customer-Provided Equipment (CPE):** Equipment owned or provided by the Customer for use with the Company's Services. CPE may include a station set, facsimile machine, key system, PBX, or other communication system.

(D)  
(D)

**Facility or Facilities:** The equipment and support facilities utilized by the Company to provide Services pursuant to this Tariff. Such facilities may or may not be owned by the Company.

**FCC:** The Federal Communications Commission.

**"IBS" Services:** Interactive Broadband Services (IBS) described in Section 3.3 hereunder.

**Individual Case Basis (ICB):** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Kbps:** Kilobits per second, denotes thousands of bits per second.

**Mbps:** Megabits per second, denotes millions of bits per second.

**Message:** A completed telephone call.

**Nonrecurring Charge:** A one-time charge to the Customer relating to the provision of Service, Facilities or requested actions by the Company, including initiation, transfer and Termination of Services.

**Recurring Charge:** The repeating monthly charge to the Customer for Services, facilities and equipment provided by the Company.

**Service(s):** Any Service, facility or action provided by the Company under this Tariff.

**1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**1.2 Definition of Terms, (Cont'd.)**

**Shared:** A facility or equipment system or subsystem that can be used simultaneously by more than one Customer.

**Termination of Service:** Discontinuance of both incoming and outgoing Service.

**User:** A Customer, or any other person authorized by a Customer to use Service provided under this Tariff. A carrier may not be a User except if such carrier uses Services provided by Company exclusively for administrative purposes.

## 2.0 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

- A. This Tariff sets forth terms and conditions applicable to the furnishing of the Service as defined herein offered by the Company within the State of Missouri.
- B. When Services and facilities are provided in part by the Company and in part by other companies, the Company's regulations apply only to the portion of the Services or facilities furnished by the Company.
- C. When the Company's Services and facilities are used to obtain access to the regulated or unregulated services provided by another company or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Services and facilities.
- D. This Tariff applies only for the use of the Company's Services within the State of Missouri. This includes the use of the Company's network within the State of Missouri. (T)  
(T)
- E. The Company's provision of all Services defined herein is subject to the regulations specified in this Tariff, which may be revised, added to, or supplemented by superseding Tariff issues.
- F. The Company's provision of Service pursuant to this Tariff does not constitute a joint undertaking with the Customer or User for the furnishing of any Service, feature or facility.



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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.2 Terms and Conditions**

- A. [Reserved for future use] (D)**  
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|  
**(D)**
- B. Service may not be compatible with security, alarm or other monitoring systems. Customer is solely responsible for making any arrangements necessary to verify and facilitate the proper and continued functioning of such systems. The Company is not responsible for any damage to any such monitoring or alarm system that is used in conjunction with Service used with a home alarm system.**
- C. Service may be provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein. The customer must pay the regular tariffed rate for the Service it subscribes to for the minimum period of service. If a Customer disconnects Service before the end of any minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. (T)**  
**(N)**  
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**(N)**
- D. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.**
- E. [Reserved for future use] (D)**  
|  
**(D)**
- F. Service may be terminated upon written notice to the Customer if the Customer is using the Service in violation of this Tariff or the law.**
- G. This Tariff shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.**

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## 2.0 - RULES AND REGULATIONS, (CONT'D.)

### 2.2 Limitations

#### 2.2.1 Indemnification.

- A. Except where the Commission, for good cause shown, determines otherwise, the Customer, Users and End Users, jointly and severally, shall indemnify, defend and hold harmless Company and the Company shall not be liable for any claims for loss, damages or expenses (including attorneys' fees and court costs) involving: (T)
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (c) common carriers or warehousemen;
  - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other natural catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - (3) Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or Service in violation of this Tariff;
  - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services, or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or services;

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.2 Limitations, (Cont'd.)**

**2.2.1 Indemnification, (cont'd.)**

**A.** (continued)

- (5) Any infringement, breach 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 or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them;
- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section 2.2;
- (7) Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.2 Limitations, (Cont'd.)**

**2.2.1 Indemnification, (cont'd.)**

**A.** (continued)

- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;
- (9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- (10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- (11) Any act, omission or network condition resulting in the non-availability of 911, E9 11, or similar services for any reason including, without limitation and by way of example only, due to any failure of the Company's system, interruption of Time Warner Cable network operation or interruption of electric service to Customer's premises;
- (12) Any non-completion of calls due to network busy conditions or network failures;
- (13) Any calls not actually attempted to be completed during any period that Service is unavailable;
- (14) Any blockages by other providers of services on the public switched network;

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.2 Limitations, (Cont'd.)**

**2.2.1 Indemnification, (cont'd.)**

**A.** (continued)

(15) Any Damage to a Customer's home alarm monitoring system resulting from use of that system with the Service, and

(16) Any breach in the privacy or security of communications transmitted over the Company's facilities.

(17) 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)  
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(N)

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

**C.** The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installation.

**D.** The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

## **2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.2 Limitations, (Cont'd.)**

#### **2.2.1 Indemnification, (cont'd.)**

- E.** Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- F.** The Company is not liable for any errors and omissions of any kind appearing in local directories. In cases where a specific charge has been made for a publication or withholding from publication a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.
- G.** The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- H.** The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.
- I.** When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

### **2.3 Liability of the Company**

#### **2.3.1 General.**

- A.** Except as otherwise stated in this Tariff, liability of the Company for damages arising out of either (1) the furnishing of its Services,

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Liability of the Company, (Cont'd.)**

**2.3.1 General, (cont'd.)**

**A. (continued)**

Including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following.

**B.** Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including errors and omissions relating to the publication, representation and failure of publication of directory listing and related customer information and the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.

**1.** The 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.

(N)  
|  
(N)

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

**2.4 Service Availability**

**2.4.1 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of planned Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Service Availability**

**2.4.1 Notification of Service-Affecting Activities**

maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from a loss of power or cable damage, notification to the Customer may not be possible.

**2.4.2 Provision of Equipment and Facilities.**

- A.** The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- D.** Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Service Availability, (Cont'd.)**

**2.4.2 Provision of Equipment and Facilities, (cont'd.)**

- E.** The service address associated with an emergency 911 call is the authorized address where the Service is provided.

To ensure 911 calls and emergency personnel are properly routed Company equipment must not be moved by the Customer. The 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.

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(N)

- F.** The Customer may be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or User when the Service difficulty or trouble reported results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer, User or End User.

- G.** The Company shall not be responsible for the installation, operation or maintenance of any communications equipment or facilities not provided by the Company. If such equipment or facilities are connected to Company facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- 1.** the transmission of signals by Customer-Provided Equipment or for the quality of, or defects in, such transmission;
- 2.** or the reception of signals by Customer-Provided Equipment.

## **2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.4 Service Availability, (Cont'd.)**

#### **2.4.3 Ownership of Facilities**

Title to any equipment or facilities provided by the Company in accordance with this Tariff remains with the Company, its affiliates, agents or contractors.

### **2.5 Obligations of the Customer**

#### **2.5.1 General**

**A.** The Customer shall be responsible for:

- 1.** the payment of all applicable charges pursuant to this Tariff;
- 2.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or any User, or by the noncompliance by the Customer or any User with this Tariff, applicable regulations, or by fire or theft or other casualty on such Customer's or User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 4.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;



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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Obligations of the Customer, (Cont'd.)**

**2.5.1 General, (cont'd.)**

**A. (continued)**

- 4.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 5.** making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes or because the Customer has failed to provide such access to the Company.

**2.5.2 Prohibited Activities and Uses**

- A.** The Service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer, User or End User has not obtained all required governmental approvals, authorizations, licenses, consents and permits
- B.** The Company may require a Customer or User to shut down immediately and without notice its transmission of signals if the Company reasonably believes that said transmission is causing interference to others
- C.** A Customer or User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for Services provided pursuant to this Tariff Such a transfer will be treated as a disconnection of existing Service and installation of new Service
- D.** 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. (N)  
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(N)

## **2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.5 Obligations of the Customer, (Cont'd.)**

**2.5.3** Claims Notwithstanding Sections 22 and 23 herein, with respect to any Service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs for: any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees; or any claim of any nature whatsoever brought by a User or End User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Tariff

### **2.6 Customer Equipment and Channels**

#### **2.6.1 General**

A User may transmit or receive information or signals via the facilities of the Company  
A User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this Tariff, the Company does not guarantee that its Services will be suitable for purposes other than those described herein

#### **2.6.2 Station Equipment**

A Customer Provided Equipment and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User The User is responsible for the provision of wiring or cable to connect Customer Provided Equipment to the Company's point of connection

## **2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.6 Customer Equipment and Channels, (Cont'd.)**

#### **2.6.2 Station Equipment (cont'd)**

(N)

- B.** The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. All such Customer-Provided Equipment shall be registered by the FCC pursuant to Parts 15 and 68 of Title 47, Code of Federal Regulations, as applicable; and all User-provided wiring shall be installed and maintained in compliance with those regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C.** The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-Provided Equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-Provided Equipment.

#### **2.6.3 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** The Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this Tariff and the Tariff of the other communications carriers which are applicable to such connections.

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Customer Equipment and Channels, (Cont'd.)**

**2.6.3 Interconnection of Facilities, (Cont'd.)**

- C. Facilities furnished under this Tariff may be connected to Customer-Provided Equipment in accordance with the provisions of this Tariff

**2.6.4 Inspections**

If the protective requirements for Customer-Provided Equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

**2.7 Interruption of Service**

**2.7.1 General**

- A. Upon Customer request, the Company will credit a Customer's account for Service interruptions that are not due to the Company's testing or adjusting of its Service or facilities, the failure of facilities or services of other companies relied upon by the Company to provide the Service, negligence of the Customer or User or to failure of channels, wiring, equipment, facilities or power provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and was not caused by channels, wiring, equipment, facilities or power provided by the Customer. For purposes of computing a credit, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for each full hour of any interruption. In addition, for Service interruptions greater than

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Interruption of Service, (Cont'd.)**

**2.7.1 General, (cont'd.)**

**A.** (continued)

eight (8) consecutive hours, the Company will credit the Customer's account in an amount equal to the price of one day of Service

**B.** No credit allowance will be made for:

- 1 interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, User or any common carrier providing service connected to the Service of the Company;
- 2 interruptions due to the negligence of any person other than the Company, including but not limited to, the Customer or other common carriers connected to the Company's facilities;
- 3 interruptions due to the failure or malfunction of non-Company equipment;
- 4 interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 5 interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
- 6 interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and

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## 2.0 - RULES AND REGULATIONS, (CONT'D.)

### 2.7 Interruption of Service, (Cont'd)

#### 2.7.1 General, (cont'd)

**B.** (continued)

7. interruption of Service due to circumstances or causes beyond the control of the Company

**C** For the purposes of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human error "Interruption" does not include and no allowance shall be given for Service difficulties such as slow dial tone, circuits busy or other network capacity shortages No interruption allowance shall apply where Service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of this Tariff, suspends or terminates Service because of nonpayment of bills due to the Company, unlawful or improper use of facilities or Service, or any other reason covered by this Tariff No allowance shall be made for interruption due to electric power failure

### 2.8 Payment Arrangements

#### 2.8.1 Payment

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer

#### 2.8.2 Billing and Collection of Charges

**A.** All Customer bills are due and payable upon receipt A bill shall be deemed delinquent if payment thereof is not received by the Company on or before the twenty second (22<sup>nd</sup>) day after mailing of the bill to the customer If any portion of the payment is received in funds that are not immediately available, then a late payment penalty on all unpaid amounts not in dispute may be assessed by the Company, calculated at the maximum monthly rate specified under Missouri law

## 2.0 - RULES AND REGULATIONS, (CONT'D.)

### 2.8 Payment Arrangements, (Cont'd.)

#### 2.8.2 Billing and Collection of Charges

- B.** The Company may charge a returned check fee in an amount up to \$25.00 for each check returned for nonpayment by a bank. The Company will furnish proof of the bank charge upon request. **(I)**

#### 2.8.3 Disputed Bills

If the Customer has a complaint, has a question about, or seeks to dispute charges on the bill, the Customer should contact the Company at the address, telephone number or e-mail address provided on the bill. If the Customer is not satisfied with the Company's response, the Company will advise the Customer of the formal and informal procedures available before the Missouri Public Service Commission.

#### 2.8.4 Discontinuance of Service

- A.** If payment is not received within twenty two (22) days of the due date, a disconnect notice may be sent to the Customer. A written notice will be sent by first class mail at least ten (10) days prior to the proposed date of discontinuance. In the alternative, Company may deliver a written notice by hand to the customer at least ninety six (96) hours prior to discontinuance.
- B.** Company will postpone a discontinuance for a time not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide Company with reasonable evidence of such necessity.
- C.** If the Customer's account is disconnected due to non-payment, Services may be reconnected only by paying all past due amounts, and a reconnection fee may apply.

## 2.0 - RULES AND REGULATIONS, (CONT'D.)

### 2.9 Taxes and Other Charges

The Customer is responsible for payment of any federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees and all taxes, fees, and other exactions applicable to or imposed on the Company or its Services by governmental jurisdictions, other than taxes imposed generally on the Company's net income

### 2.10 Qualification as Residential Usage

The Company will determine whether the Customer's proposed use is residential based on the character of the use to be made of the Service is intended for reasonable residential usage by residential customers. Limitations may apply to an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive days, or usage that may be deemed to be business use. Service will not be provided where the proposed use will primarily or substantially consist of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, the use will be considered residential if installed in a residence

(D)

### 2.11 Use of Customer's Service by Others

**2.11.1** Customers Services provided hereunder are provided solely for the use of the Customer, Users and End Users. Customers may not resell such Service to a third party for any form of compensation

(D)  
(D)

**2.11.2** Transfers and Assignments Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or





## **2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.14 Special Construction and Special Arrangements**

#### **2.14.1 Special Construction and Non-Routine Maintenance**

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction, special arrangements and non-routine maintenance may be undertaken on a reasonable-efforts basis at the request of the Customer. The Company may perform such special construction, arrangements and non-routine maintenance outside of its regular business hours or, at its sole discretion and subject to any conditions it may impose, in hazardous locations. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this Tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal Tariff conditions. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. Additional charges may apply if installation commences during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or nights.

#### **2.14.2 Basis for Charges**

Where the Company furnishes a facility or Service for which a rate or charge is not specified in this Tariff, charges will be based on the costs incurred by the Company and may include:

- \* nonrecurring charges,
- \* recurring charges,
- \* termination liabilities, or
- \* combinations thereof

The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated service of the facilities provided.

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.15 Rights of the Company (Cont'd.)**

(N)

**2.15.2 Involuntary Suspension of Service**

- A.** 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.
- B.** At least twenty-four (24) hours preceding a suspension, the 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.
- C.** The 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.
- D.** The Company may refuse to furnish Service to any person, on whose premises is located any telephone equipment owned by the 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.
- E.** The Company may disconnect, without advance notice:
  - 1.** 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 Company's plant, property or service.
  - 2.** Any Service or call which is used with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user.
  - 3.** Any Service used to disseminate without authorization confidential, proprietary information of the Company or information that would enable other persons to gain unauthorized access to the Company's network or facilities.

(N)

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.15 Rights of the Company (Cont'd.)**

**2.15.2 Involuntary Suspension of Service (cont'd.)**

- F.** The Company may refuse to furnish or may discontinue service where there is 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 Company employees), or subscriber use to impersonate or permit others to impersonate any other individual.
- G.** The 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.
- H.** Subject to Missouri regulations, the 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.
- I.** Service may be refused or terminated for failure of the customer to provide a advance payment to the Company, if required.

(N)

(N)

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.16 Directories**

(N)

**2.16.1.** 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 Company or the incumbent distributing company upon request. The Company shall have the right to make a charge for directories issued in replacement of directories destroyed.

**2.16.2.** Directory Listings

- A.** The regulations for directory listings in this Section, apply only to the alphabetical directory containing the regular alphabetical list of names of Customers.
- B.** 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.
- C.** The Company limits the length of any listing in the directory by the use of abbreviations when, in the opinion of the Company, the clearness of the listing or the identification of the Customer is not impaired thereby.
- D.** Listings must conform to the incumbent Company's practices with respect to its directories.
- E.** Listings are regularly provided in connection with all classes of Exchange Service, unless the Customer subscribes to Private Number 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 Company, the omission of the listing is warranted by the circumstances of the particular case.
- F.** Except as provided in this Section of the applicable period for directory listings, including extra listings, where the listing actually appears in the directory, is the current directory period.
- G.** The 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.
- H.** One listing without charge, termed the Primary Listing, is provided.

(N)

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**2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.17 Emergency Services**

- 2.17.1.** Company will supply the 911/E-911 service provider in Company's service area with accurate information necessary to update the 911/E-911 database at the time Company accepts Customer orders.
- 2.17.2.** 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.
- 2.17.3.** 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.
- 2.17.4.** Company is obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. 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 Company.
- 2.17.5.** Company will collect 911/E911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to **RSMo 190 310**. Company will observe and adhere to the Commission's emergency telephone service rules in **4 CSR 240-34**.

(N)

(N)

### 3.0 SERVICE DESCRIPTION

#### 3.0 Service Areas

The Company provides service in the areas as defined below where appropriate and necessary network facilities are available

- A. Exchange Areas for Services** - The Company provides service in all or portions of the following exchange Serving Wire Centers of AT&T Missouri and Embarq: Belton, Ferrelview, Kansas City, Kearney, Lee's Summit, Liberty, Platte City, Smithville and Weston **(D)**



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### 3.0 - SERVICE DESCRIPTION

#### 3.1 Local Interconnection Service

(N) (D)

##### 3.1.1 Description of Local Interconnection Service

- A. Local Interconnection Service enables two-way interconnection between a Customer's facilities and the public switched telephone network (PSTN), and access to related services described herein. The Service provides interconnection for voice calls within the Customer's local calling area or other geographic areas defined by the Company. Local Interconnection Service utilizes soft switch technologies.
- B. Local Interconnection Service provides access to, but does not include, domestic and international toll service, operator services, telephone number resources, 911 capabilities, and other services as defined by the Company and the Customer. These additional services are available on an Individual Case Basis upon the customer's request.
- C. Facilities and equipment of a type and/or quantity necessary to provide Local Interconnection Service may not be available on a ubiquitous basis in the Company's service area(s). Local Interconnection Service is available to Customers only where the Company (a) has suitable facilities and can operate in a technically and economically feasible manner, and (b) has been authorized to provide Service.
- D. In order to make use of Local Interconnection Service, the Customer's facilities must consist of an IP-based, broadband network that uses a Cable Modem Termination System (CMTS). Local Interconnection Service does not support Customers providing services to End Users that operate using a different format.
- E. Local Interconnection Service does not support "nomadic" VoIP services. The Customer must provide its services to each End User at a fixed service address.

(D)

(N)

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.1 Local Interconnection Service, (Cont'd.)** (N) (D)

**3.1.2 Availability of Local Interconnection Service on an Individual Case Basis**

- A. Upon receipt of a bona fide request for Local Interconnection Service from a Customer, the 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.
- B. Recurring and nonrecurring costs for components of Local Interconnection Service other than those identified in Section 4 will be developed on an Individual 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.

**3.1.3 Customer Use of Local Interconnection Service**

- A. 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 End Users. The IP-based, broadband connecting facility between Customer and End Users, 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 End Users and is not included as part of Local Interconnection Service.
- B. The Customer must provide the proper signaling information 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, 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 12 month period the Customer sends calls to the Company lacking required signaling information in excess of five percent of all calls during such months, the Company may terminate Local Interconnection Service to the Customer immediately with no liability from the Company to the Customer for such termination.

(N)

(D)

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

- 3.1 Local Interconnection Service, (Cont'd.)** (N) (D)
- 3.1.3 Customer Use of Local Interconnection Service, (Cont'd.)**
- C.** The Customer shall input, validate and maintain accurate End User 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”).
  - D.** The Customer shall not: (a) 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 (b) 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.
  - E.** Local Interconnection Service is limited to End Users physically located in areas served by the Company. The Customer shall in all cases assign telephone numbers to End Users based on the End Users’ locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. Unless otherwise agreed by the Company and the Customer on and Individual Case Basis, Local Interconnection Service is not to be used with any “virtual numbering” or foreign-exchange-like arrangements. (D)
  - F.** The Company and the Customer will conduct interoperability testing prior to the Customer’s 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) Local Interconnection Service where proper interoperability testing has not been completed. (N)

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

- 3.1 Local Interconnection Service, (Cont'd.)** (N) (D)
- 3.1.4 Telephone Number Resources and Local Number Portability**
- A. Upon Customer request, the Company will assist the Customer in obtaining telephone number resources through a third-party service provider.
  - B. The Customer shall bear responsibility for all costs incurred by the Company in the provision of telephone number resources to the Customer's End Users, 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 4 of this tariff.
  - C. The Customer may act as the Company's agent in obtaining End User 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 End User using that ported number ("Port-In"). 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(m).
  - D. 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 an End User ("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. (D) (N)

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.1 Local Interconnection Service, (Cont'd.)**

**(N) (D)**

**3.1.5 911 Capabilities**

- A.** The Company will assist the Customer in the provision of 911 capabilities to its End Users through a third-party service provider and subject to the limitations stated herein.
- B.** The Customer shall bear responsibility for all costs incurred by the Company in the provision of 911 capabilities to the Customer's End Users, 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 4 of this tariff.
- C.** The Customer shall ensure that an End User does not use Local Interconnection Service from a location different from the End User's address and shall further ensure that telephone numbers are assigned to End Users whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.
- D.** 911 capabilities may not function, or may not function properly: (a) if a telephone number is assigned to an End User located outside of the ILEC rate center associated with such telephone number; (b) if an End User attempts a 911 call from a location different from the End User's address provided to the Company by the Customer; (c) during a disruption of power at the End User location; (d) during a loss of connectivity to the End User location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (e) during any period where service to an End User has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (f) if incorrect or invalid End User address information is provided, or if such information is not updated in the event of a change in primary location; or (g) if equipment provided to or used by the End User fails to function or is improperly installed or configured.

**(D)**

**(N)**

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.1 Local Interconnection Service, (Cont'd.)**

**(N) (D)**

**3.1.5 911 Capabilities, (Cont'd.)**

- E.** 911 capabilities 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.
- F.** The Customer's agreements with End Users shall contain the following: (i) an explanation of the limitations on the functionality of 911 capabilities noted herein, 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 capabilities to function properly for the reasons set forth in this Section.
- G.** Limitation of Liability - See Sections 2.2.1 A (5) and (11) of this Tariff.

**(N)**

**(D)**

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.1 Local Interconnection Service, (Cont'd.)**

**(N) (D)**

**3.1.6 Directory Listings**

- A.** The Company will assist the Customer in the provision of directory listings to its End Users through third-party providers.
- B.** The Customer shall bear responsibility for all costs incurred by the Company in the provision of directory listing services to the Customer's End Users, 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 4 of this tariff.
- C.** The Company is not liable for damages arising from errors or omissions in the making up or printing of directories by such any third-party service provider, or in accepting listings as presented by the Customer on behalf of any such third-party service provider.

**(N)**

**(D)**

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.2 Local Exchange Service**

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

Basic Local Touchtone Service

Unlimited local calling within the local exchange area of the end user

E911 Emergency Service

One white page listing per account

Access to Operator Services

Access to Directory Assistance

Access to Customer Service and Repair Services

Access to services for the physically impaired

Access to Interexchange Carriers for Intrastate and Interstate Intra and InterLATA Toll calling

**3.2.1. Business Voice Service Description**

**A. Spectrum Business Voice Service - Basic**

Provides unlimited calling within the local calling area. Calls outside of the local calling area will be billed on a per minute basis. Customers subscribe on a month to month basis.

(N)

(N)

**3.0 - SERVICE DESCRIPTION, (CONT'D)**

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(D)

(D)

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

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(D)

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Issued by: Julie P. Laine, Secretary  
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60 Columbus Circle  
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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

[Reserved for future use]

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.3 Trial Services**

**(T)**

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

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**3.0 - SERVICE DESCRIPTION, (CONT'D)**

**3.4 High Capacity Transmission Services (N)**

High Capacity Transmission Services provides a point-to-point, point-to-multipoint and multipoint-to-multipoint defined connection between one or more customer-defined locations and/or the Company. The service 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 nondiscriminatory rates, terms and conditions.

**3.5 Other Services (T)**

Other Services may be provided by the Company on an Individual Case Basis (“ICB”)

**3.6 Customer Specific Contracts (T)**

The Company may provide any of the Services offered under this Tariff, or combinations of Services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Tariff do not apply to Customers who agree to contract arrangements, with respect to Services within the scope of the contract.

Contracts in this section are available to any other similarly situated Customer that places an order for such contract service within 90 days of the effective date of such contract service.



**3.0 - SERVICE DESCRIPTION, (CONT'D)**

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**4.0 - RATES**

**4.1 Rates**

**4.1.1 General (T)**

- A.** The rates set forth below apply generally, although the Company will also negotiate with Customers based on volume and other reasonable, individualized considerations. (N)  
|  
(N)
- B.** Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this Tariff (T)
- C.** Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved (T)
- D.** Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying (T)

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#### 4.0 – RATES, (CONT'D)

#### 4.1 Rates, (Cont'd.)

##### 4.1.2 Rates and Charges

##### A. Non-Recurring Charges

1. Local Interconnection Service Non-Recurring Charge

Facilities used in the provision of Local Interconnection Service are constructed to meet specification negotiated by the Company and the Customer on an Individual Case Basis. Charges are offered to the Customer in writing and on a nondiscriminatory basis.

2. Spectrum Business Voice Service Basic Installation Charge \$99.00

##### B. Recurring Charges

1. Local Interconnection Port

Per T-1 equivalent: \$1,500.00

2. Local Interconnection Line Rate

Per residential End User per month: ICB (C)

Per commercial End User per month: ICB (C)

3. Spectrum Business Voice Service - Basic

Per month \$34.99

Rate/Minute for calling outside local calling area \$0.07

**4.0 – RATES, (CONT'D)**

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