

**Charter Fiberlink – Missouri, LLC**  
**Intrastate Interexchange Tariff**

**P.S.C. MO – No. 4**

This tariff applies to the resold and facilities-based Intrastate Interexchange Telecommunications Services furnished by Charter Fiberlink-Missouri, LLC (“Telephone Company” or “Charter Telephone”) between one or more points in the state of Missouri.

**(D)**

This tariff is on file with the Public Service Commission of Missouri, and copies May be inspected, during normal business hours, at the Telephone Company’s principal place of business, 12405 Powerscourt Drive, St. Louis, MO 63131. This tariff complies with Missouri Public Service Commission rules and Missouri statutes applicable to the Company.

Issued By: Carrie L. Cox, Director Legal and Regulatory Affairs  
12405 Powerscourt Drive, St. Louis, Mo 63131  
Charter Fiberlink-Missouri, LLC

Issue Date: October 15, 2003

Effective Date: November 14, 2003

**P.S.C. MO – NO.4**

**Charter Fiberlink-Missouri, LLC  
Intrastate Interexchange Tariff**

**Check Sheet: 9<sup>th</sup> Revised  
Check Sheet: Replaces 8<sup>th</sup> Revised**

**CHECK SHEET**

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24	18 <sup>th</sup> Revised*	46	2 <sup>nd</sup> Revised		
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1.1. 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 interexchange telecommunications services:

Statutes

392.210.2	Uniform system of accounts
392.240(1)	Just & Reasonable Rates
392.270	Ascertain Property Values
392.280	Depreciation accounts
392.290	Issuance of securities
392.300.2	Acquisition of stock
392.310	Issuance of stock and debt
392.320	Stock dividend payment
392.330	Issuance of securities, debts and notes
392.340	Reorganization (s)

Commission Rules

4 CSR 240-10.020	Depreciation fund income
4 CSR 240-3.545(2)(C)	Rate schedules should be posted at central office
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-33.030	Inform customers of lowest price

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## 1.2. 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

The initial issuance of the Interexchange Tariff will be designated as “Original Page XX” in the header of each page. Thereafter, any revisions filed to the Interexchange 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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1.3. Definitions and Terms

(D)

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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Authorized User -A person, firm, or corporation, who is authorized by the Customer to be connected to the Service of the Customer.

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Calling Area -A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier - The term “Carrier” means Charter Telephone or the Telephone Company.

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Commission – Missouri Public Service Commission (“MO PSC”).

Customer - The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this Tariff. See “End User”.

Customer-Provided Equipment - Telecommunications equipment provided by a Customer used to originate calls using Charter Telephone’s service located at the originating location.

1.3. Definitions and Terms (Cont'd)

(T)

Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment.

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End User -The ultimate user of the telecommunications services and who orders service and is responsible for payment of charges due in compliance with the Company’s price list regulations. See “Customer”.

Exchange Area - A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

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Facility (or Facilities) -Any item or items of communications plant or equipment used to provide or connect to the Telephone Company Services.

FCC - Federal Communications Commission.

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

Intrastate – Refers to communication within a single state.

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Local Exchange Service - is an arrangement which connects the residential End User’s location to the LEC’s network switching center, thereby allowing End User to transmit and receive local calls within the End User’s local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commission, then defined in the LEC’s State Tariffs.

1.3. Definitions and Terms (Cont'd)

(T)

Location - A physical premise to or from which the Telephone Company provides Service.

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New customer – A customer who has not had service within the last sixty (60) days.

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Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.).

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Services - The Telephone Company's regulated common carrier communications services provided under this Tariff.

Subscriber - The term "Customer" is synonymous with the term "subscriber".

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Telephone Company – The term "Telephone Company" means Charter Fiberlink-Missouri, LLC.

Timely Payment - A payment on a Customer's account made on or before the due date.

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## **2.1. Rules and Regulations**

The Telephone Company undertakes to provide intrastate interexchange telecommunications services within the State of Missouri on the terms and conditions and at the rates and charges specified herein.

The Telephone Company installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the Telephone Company's network. The Customer shall be responsible for all charges due for such service arrangements.

The Telephone Company's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

### **2.1.1 Use of Service**

Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the Federal Communications Commission.

Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

### **2.1.2 Limitations**

Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of the Telephone Company to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Service. The Telephone Company will make all reasonable efforts to secure the necessary facilities.

The Telephone Company reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by the Telephone Company, when necessary because of lack of facilities, relevant resources, or due to causes beyond the Telephone Company's control. In addition, the Telephone Company reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff.

The Telephone Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.

The Telephone Company reserves the right to refuse service to Customers due to insufficient or invalid charging information.

The Telephone Company may block calls that are made to certain cities or central office exchanges, or use certain Authorization Codes as the Telephone Company, in its sole discretion,

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deems reasonably necessary to prevent unlawful or fraudulent use of Service.

The Telephone Company will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Telephone 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 the Customer. The Telephone Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Telephone Company will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at time that will cause the least inconvenience. When the Telephone Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

## **2.2 Liabilities of The Telephone Company**

The Telephone Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does the Telephone Company's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur.

When the facilities of other carriers are used in establishing connections to points not reached by the Telephone Company's facilities, the Telephone Company is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless the Telephone Company from any third-party claims for such damages referred to in this Section 2.2.

In no event will the Telephone Company be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. The Telephone Company will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.

The Telephone Company does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold the Telephone Company harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.

The Telephone Company is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by the Telephone Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the

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result of the Telephone Company negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Telephone Company without written authorization. The Customer will indemnify and save harmless the Telephone Company from any claims of the owner of the Customer's premises or other third party claims for such damages.

The Telephone Company and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party.

The Telephone Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Telephone Company network.

Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Telephone Company facility that provides interconnection. The Telephone Company shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.

The Telephone Company will not be responsible if any changes in its service cause hardware or software not provided by the Telephone Company to become obsolete, require modification or alternation, or otherwise affect the performance of such hardware or software. The Company shall use reasonable efforts to make services available by the estimated service date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Company is relying solely upon such LEC to meet such estimated due date which is beyond the Company's control.

With respect to the services, materials and equipment provided hereunder, the Telephone Company makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

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### 2.3. Responsibilities of 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 Telephone Company, except upon the written consent of the Telephone Company. The equipment the Telephone Company provides or installs at the Customer premises for use in connection with the service the Telephone Company offers shall not be used for any purpose other than for which it was provided.

The Customer shall ensure that the equipment and/or system is properly interfaced with the Telephone Company's facilities or service. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Telephone Company will permit such equipment to be connected with its channels without the use of protective interface devices.

The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using the Telephone Company's service. The Customer shall be responsible for payment of all applicable charges for services provided by the Telephone Company and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.

The Telephone Company shall be indemnified and held harmless by the Customer against claims of liable, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the Telephone Company's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, the Telephone Company's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with the Telephone Company's service. The Customer shall be liable for:

- (a) Loss due to theft, fire, flood, or other destruction of the Telephone Company's equipment or facilities on Customer's premises.
- (b) Reimbursing the Telephone Company for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.

Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless the Telephone Company specifically authorizes said visit or repairs in advance of the occurrence and the Telephone Company agrees in advance to accept the liability for said repairs or visit.

Payment for all the Telephone Company service charges incurred through usage or direct action on the part of the Customer.

The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive the Telephone Company's services. If the verification (i.e., a letter of authorization) cannot be produced within five (5) calendar days of the request, the presubscription of the Customer's locations are considered unauthorized.

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### 2.3. Responsibilities of The Customer (Cont'd)

The Customer shall not use the Telephone Company name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from the Telephone Company. The Customer shall not use the Telephone Company name, logo or trademark in any pre-sale activities. The Customer is prohibited from using the Telephone Company's name or trademark on any of the Customer's products or services.

Customer may not assign or transfer any of its rights or services ordered without the prior written consent of the Telephone Company. The Telephone Company may assign any service orders to its parent company or any affiliate. The Telephone Company will notify Customers of any such assignment.

### 2.4. Payment of Charges

The Customer is responsible for the payment of all charges for facilities and services furnished by the Telephone Company to the Customer, and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or shared with other persons.

For billing of monthly charges, service is considered to be established upon the confirmation of third party verification processes.

Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer will be the rates in effect on the first day of the Customer's billing cycle.

Monthly charges for all access service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.

Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Telephone Company or an agency authorized to receive such payment. (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 (24) point bold-faced type print or both). All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or certain major credit cards. Customers shall have twenty-one (21) days from the date of the bill to pay the charges stated before charges are considered delinquent.

Any disputed charge may be brought to the Telephone Company's attention by verbal or written notification. In the case of a billing dispute between the Customer and the Telephone Company that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

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The Customer may request an in-depth investigation into the disputed amount and a review by a manager of the Telephone Company. During the period that the disputed amount is under investigation, the Telephone Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Telephone Company may discontinue service. In the event the dispute is not resolved, the Telephone Company shall inform the customer that the customer has the option to pursue the matter with the Public Utility Commission.

The Customer is responsible to pay the Telephone Company for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.

The Telephone Company may assess a charge for each returned check or credit card chargeback.

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If service is suspended/disconnected by the Telephone Company in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable reconnection charges.

When circumstances prevent customers from paying their invoices in full, the Telephone Company may make special accommodations to assist customers by setting up a regular payment plan. Payment plans are only set up at the request of the customer. Payment plans are intended to function as a short-term solution and will be reviewed and approved on an individual case basis.

## **2.5. Disconnection of Service by Customer**

By giving notice, Customer may disconnect service at any time following its minimum service requirement(s). The reoccurring monthly service charge, plus associated taxes, shall be pro-rated for the actual number of days in which service has been provided, with non-used portion being refunded to the Customer.

## **2.6. Cancellation for Cause**

The Telephone Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

- (a) Nonpayment of a delinquent bill for non-disputed regulated telecommunications services within a period;
- (b) Violation of or noncompliance with any provision of law, or of the tariffs or terms and conditions of service of the Telephone Company filed with and approved by the Commission;
- (c) Refusal to permit the Telephone Company reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof;
- (d) Interconnection of a device, line, or channel to the Telephone Company's facilities or equipment contrary to the Telephone Company's terms and conditions of service on file with and approved by the Commission;
- (e) Use of telephone service in such manner as to interfere with reasonable service to other end users.

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**2.6. Cancellation for Cause (cont'd)**

Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued 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 a day.

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.

Service shall not be disconnected unless written notice shall be sent or delivered to the Customer at least ten (10) days prior to the date of the proposed discontinuance.

**2.7. Notice and Communication**

All notices and other communications required to be given pursuant to this Tariff shall be made in writing to Charter Fiberlink-Missouri, LLC, Attention: Legal Department - Director Legal and Regulatory Affairs, 12405 Powerscourt Drive, St. Louis, Missouri 63131-3674. Notices and other communications of either party, and all bills mailed by the Telephone Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Telephone Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.8. Taxes, Surcharges and Utility Fees**

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Customer may be responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax, 911 surcharge or fees, universal service contributions) that may be levied by a governing body or bodies in conjunction with or as result of the service furnished under this Tariff. These charges will appear as separate line items on the Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of the Telephone Company by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due.

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Reserved for Future Use

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4.1 Reserved for Future Use

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4.1.2 Reserved for Future Use

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Issue Date: December 19, 2014

Effective Date: January 19, 2015

Reserved for Future Use

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Issued By: Betty Sanders, Sr. Director Regulatory Affairs  
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Charter Fiberlink-Missouri, LLC

Issue Date: December 19, 2014

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12405 Powerscourt Drive, St. Louis, Mo 63131  
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Issued By: Betty Sanders, Director Regulatory Affairs  
12405 Powerscourt Drive, St. Louis, Mo 63131  
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Issue Date: May 23, 2012

Effective Date: June 26, 2012

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

Issue Date: May 23, 2012

Effective Date: June 26, 2012

Appendix A – Promotions

Reserved for Future Use

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

Issue Date: May 23, 2012

Effective Date: June 26, 2012



Appendix A – Promotions

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

Issue Date: May 23, 2012

Effective Date: June 26, 2012

**Appendix A - Promotions**

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12405 Powerscourt Drive, St. Louis, Mo 63131  
Charter Fiberlink-Missouri, LLC

Issue Date: May 23, 2012

Effective Date: June 26, 2012

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Appendix A – Promotions

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

Issue Date: May 23, 2012

Effective Date: June 26, 2012

Appendix A – Promotions

Reserved for Future Use

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

Issue Date: May 23, 2012

Effective Date: June 26, 2012

Appendix A – Promotions

Reserved for Future Use

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12405 Powerscourt Drive, St. Louis, Mo 63131  
Charter Fiberlink-Missouri, LLC

Issue Date: May 23, 2012

Effective Date: June 26, 2012



Appendix A – Promotions

**Reserved for Future Use**

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Issued By: Betty Sanders, Director Regulatory Affairs  
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Charter Fiberlink-Missouri, LLC

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**Appendix A-Promotions**

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

Issue Date: May 23, 2012

Effective Date: June 26, 2012

**Appendix A-Promotions**

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

Issue Date: May 23, 2012

Effective Date: June 26, 2012

Appendix A - Promotions

Reserved for Future Use

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

Issue Date: May 23, 2012

Effective Date: June 26, 2012

Appendix A – Promotions

Reserved for Future Use

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

Issue Date: May 23, 2012

Effective Date: June 26, 2012

Appendix A – Promotions

**Business Services**

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

Issue Date: May 24, 2013

Effective Date: July 1, 2013

Appendix A – Promotions

**Business Services**

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(D)

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

Issue Date: May 24, 2013

Effective Date: July 1, 2013

Reserved for Future Use

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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

Appendix A – Promotions

**Business Services**

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

Issue Date: May 24, 2013

Effective Date: July 1, 2013

Appendix A – Promotions

Business Services

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

Issue Date: May 24, 2013

Effective Date: July 1, 2013

Reserved for Future Use

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**Business Services**

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**6. Business Services**

**6.1 Rules and Regulations**

The regulations specified herein are in addition to the regulations contained in Sections 2.1 through 2.9 of this Tariff and P.S.C. MO. No. 1 Local Exchange Services Tariff. 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 may be required at the customer's expense. Customer is responsible for the payment of any special construction prior to the activation of service and/or cancellation of contract.

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.

The local exchanges and local calling areas as described in the Telephone Company's P.S.C. MO. No. 1 tariff are applicable to the business services herein.

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**6.2 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 Customers 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:

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 any bankruptcy, insolvency or other similar law and such proceedings are not dismissed within sixty (60) days

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12405 Powerscourt Drive, St. Louis, Mo 63131  
Charter Fiberlink-Missouri, LLC

## 6. Business Services

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### 6.2 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 must pay the Telephone Company a Termination Charge. The Termination Charge shall 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.

If collection activity is warranted, the Customer shall be responsible for all expenses, including reasonable attorney's fees and collection costs, incurred by the Telephone Company in collecting any unpaid amounts due as specified by contract or the Telephone Company's tariffs.

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 Telephone Company 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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Issued By: Carrie L. Cox, Director Legal and Regulatory Affairs  
12405 Powerscourt Drive, St. Louis, Mo 63131  
Charter Fiberlink-Missouri, LLC

Issue Date: April 19, 2006

Effective Date: May 19, 2006

**6. Business Services**

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6.2 Rights of the Telephone Company (Cont'd)

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

**6.3 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;
1. 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.

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6. Business Services

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6. Business Services (Cont'd)

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**6. Business Service**

6.4 Rates and Charges (Cont'd)

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Issued By: Betty Sanders, Director Regulatory Affairs  
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Charter Fiberlink-Missouri, LLC

Issue Date: May 24, 2013

Effective Date: July 1, 2013

6. Business Service (Cont'd)  
6.4 Rates and Charges (Cont'd)

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**6. Business Service**

6.4 Rates and Charges (Cont'd)

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6. Business Service (Cont'd)

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