

CHECK SHEET

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

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Data Access Arrangement-A protective connecting arrangement for use with the network control signaling unit, or in lieu of the connecting arrangement, an arrangement to identify a central office line and protective facilities and procedures to assure proper operation and protection of the telecommunications network.

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

Exchange Station-A station connected with a central office of the Company over its own lines.

Extra Listing-See "Additional Listing".

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

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Harm-Harm consists of hazards to personnel, damage to Telephone Company equipment, and impairment of service to persons other than the user of the customer-provided equipment. Types of harm include, but shall not be limited to, voltages dangerous to personnel, destruction of or damage to equipment, induced noise or cross talk, incorrect dial pulsing, failure of supervision, false answer, incorrect billing, absence of voice band transmission path for call progress signals, and loss of capability to answer an incoming call.

Individual Line-An exchange line designed for the connection of a telephone set.

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

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

Intercommunicating System-An arrangement involving two or more stations that enables a user to signal and connect with other stations in the system.

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

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

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

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

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1.5 OBLIGATION AND LIABILITY OF THE TELEPHONE COMPANY

1.5.1 Availability of Facilities and Equipment

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

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

1.5.2 Interruptions of Service

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

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

1.5.3 Liability

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

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

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

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1.7 Practices and Procedures

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1.7.1 Rights of the Telephone Company in Furnishing Service

1. Ownership and Use of Services

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

2. Service Use by Customer

The Service is furnished only for use by the Customer, the Customer's family, or persons residing in the Customer's household, except as the use of the Service may be extended to persons temporarily subleasing a Customer's residential premises. Use of the Services and all charges incurred therein shall be the sole responsibility of the Authorized Account User.

3. Reserved for Future Use

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4. Connection of Automatic Dialing-Announcing Devices

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

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1.7 Practices and Procedures (Cont'd)

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1.7.2 Establishment and Provision of Service

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1. Applications for initial or additional Services may be made to Telephone Company in writing. During the application process, the Telephone Company may check past telephone account information in order to establish a credit risk assessment.
2. Any change in rates or regulations prescribed by public authority having applicable jurisdiction, modifies all terms and regulations of the Services to the extent of such changes.
3. The Telephone Company reserves the right to refuse service to any applicant who is found to be indebted to the Telephone Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Telephone Company may also refuse to furnish service to any applicant desiring to establish service for former Customers of the Telephone Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.

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1.7.3 Directories

1. Telephone Directory Distribution - The Telephone Company will contract with the Incumbent Company that currently distributes directories in the applicable exchange areas for purposes of providing to its Customers. A directory will be distributed without charge to Telephone Company customers¹. A Customer's request for a directory will be made to the publisher by the Company. Additional directories or information requested by a Customer will be furnished where, in the opinion of the Telephone Company, such provision will result in a more efficient use of the Service by that Customer. Additional directories will be furnished at the discretion of the Telephone Company at a reasonable rate.
2. Telephone Directory Ownership - Directories regularly furnished to Customers are the property of the incumbent distributing telephone company, are loaned to Customers only as an aid to the use of the telephone service, and are to be returned to the Telephone Company or the incumbent distributing company upon request. The Telephone Company shall have the right to make a charge for directories issued in replacement of directories destroyed, defaced or mutilated while in possession of Customers.
3. The rates and regulations for directory listings in this Section, 1.7.3, apply only to the alphabetical directory containing the regular alphabetical list of names of Customers.
4. The alphabetical list of names of Customers is for the purpose of informing calling parties of the telephone numbers of Customers and those entitled to use Customers' Service, and special position or arrangement of names is not contemplated.
5. The Telephone Company limits the length of any listing in the directory by the use of abbreviations when, in the opinion of the Telephone Company, the clearness of the listing or the identification of the Customer is not impaired thereby.

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

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1.7 Practices and Procedures (Cont'd)

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1.7.8 Establishment and Maintenance of Credit

1. Establishment of Credit

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

2. Discontinuance of Service for Failure to Establish Credit

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

3. Service Restoral Charge

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

4. Retention of Uncollectible Records

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

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1.7 Practices and Procedures (Cont'd)

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1.7.9 Advance Payment

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

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

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

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

2. New Telephone Company applicants or existing affiliate customers, applying for telephone service, may be required to do one of the following prior to obtaining telephone service:
 - a) Provide information necessary for Commercial Credit Assessment
 - b) Provide one of the following written credit references on credit reference source Company letterhead
 - Previous Telephone Service Provider
 - Mortgage and/or Rental institution
 - Major Credit Card
 - Record of employment history, two (2) years or more, with current employer

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1.7 Practices and Procedures (Cont'd)

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

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

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1.7.10 Initial Contract Periods

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

1.7.11 Suspension or Termination of Service by the Customer

--Suspension

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

--Termination

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

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1.7 Practices and Procedures (Cont'd)

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1.7.11 Suspension or Termination of Service by Customer

Termination

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

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1.7 Practices and Procedures (Cont'd)

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1.7.12 Involuntary Suspension or Termination of Service

1. A Customer's service may be suspended for unauthorized use of or nonpayment of, all undisputed, delinquent charges for services furnished the Customer, authorized users, and any charges for which the Customer has agreed to be responsible, including but not limited to, charges for services originated or charges accepted at the Customer's telephone for exchange service, intrastate or interstate long distance service charges billed by the Telephone Company, any FCC approved end user charge, any charges transferred to the Customer's account from terminated accounts billed to the same Customer, after a written notice has been furnished to the Customer. Basic local telecommunications service may not be disconnected for Customer non-payment of a delinquent charge for other than basic local telecommunications service. 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. Basic telecommunications service shall not be suspended on a day when the offices of the Telephone Company are not available to facilitate reconnection of service or on a day immediately preceding such day. A Customer shall have at least twenty-one (21) days from the rendition of a bill to pay charges stated.

Basic Services are defined as "two-way switched voice service within a local calling scope as determined by the Commission comprised of any of the following services and their recurring and nonrecurring charges.

- a. Single line, including installation and touchtone dialing.
- b. Assistance programs for installation of, or access to, basic local telecommunications services for qualifying economically disadvantaged or disabled Customers or both, including, but not limited to, lifeline services and link-up Missouri services for low-income Customers or dual party relay service for the hearing impaired and speech impaired
- c. Access to local emergency services including, but not limited to, 911 service established by local authorities.
- d. Access to basic local operator services,
- e. Access to basic local directory assistance
- f. Standard intercept service,
- g. Equal access to interexchange carriers consistent with rules and regulations of the Federal Communications Commission,
- h. One standard white pages directory listing

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Basic local telecommunications service does not include optional toll free calling outside a local calling scope but within a community of interest, available for an additional monthly fee or the offering or provision of basic local telecommunications service at private shared-tenant service locations.

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

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1.7 Practices and Procedures (Cont'd)

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

4. When telephone service 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 person is under the care of a physician, the Customer may request a delay of termination of service for up to twenty-one (21) days. Any person who alleges such emergency shall, if requested, provide the Telephone Company with reasonable evidence of such necessity.
5. The Telephone Company may refuse to furnish Service to any person, on whose premises is located any telephone equipment owned by the Telephone Company which shows any evidence of tampering, manipulation, or operation, or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges applicable to the service rendered.
6. The Telephone Company may disconnect, without advance notice:
 - a. Any Service used in such a manner as to interfere unreasonably with other services or service or another user, constitute abuse, fraud, theft, or tend to injuriously affect the efficiency of the Telephone Company's plant, property or service.
 - b. Any Service or call which is used with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user.
 - c. Any Service used to disseminate without authorization confidential, proprietary information of the Telephone Company or information that would enable other persons to gain unauthorized access to the Telephone Company's network or facilities.
7. Where there is probable cause to believe that there is illegal or willful misuse of the Telephone Company's service including but not limited to: subscriber use or allowance of use of abusive, obscene, profane, lewd, lascivious or suggestive language or material otherwise not protected by law, subscriber use with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user (including Telephone Company employees), or subscriber use to impersonate or permit others to impersonate any other individual.
8. The Telephone Company may refuse to furnish Service and may also disconnect existing Service for a Customer who demonstrates fraudulent means of obtaining, or attempting, to obtain, or assisting another to obtain, service by any trick, scheme, false representation, false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge for such service.
9. The Telephone Company may refuse to furnish or may discontinue Service to any Customer upon objection to the furnishing of such service made by or on behalf of any governmental authority on the grounds that such service is or is to be used for illegal purposes.
10. Subject to Missouri regulations, the Telephone Company may disconnect, on 24 hours notice, any service when the Customer has made payment of past due amounts with insufficient funds via check draft or credit card. Customer may prevent disconnection by making payment of all amounts owed in guaranteed funds prior to the expiration of the 24 hour insufficient funds notice.
11. Service may be refused or terminated for failure of the customer to provide a advance payment to the Telephone Company, if required.

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--Customer Disputes

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

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1.8 Local Exchange Service – Residential Customers

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This local exchange tariff applies to the services furnished or made available by the Telephone Company, where technically feasible, in the state of Missouri and is governed by this Local Exchange Tariff. The charges quoted are for periods of one (1) month unless otherwise noted and are payable monthly in advance.

1.8.1 Application of Promotions

Telephone Company may offer promotions for thirty (30) days or longer in Telephone Company's exchanges subject to the availability of facilities. Promotions shall be offered to all similarly situated residential customers.

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Telephone Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the exchanges, LATAs, or Numbering Plan Areas (NPA) in which the promotions will be offered, the beginning and ending date of the promotion, and the specific type of waiver or credit. The written notice will be filed in the Appendix of P.S.C. Mo. No.1, Local Exchange Tariff of Telephone Company.

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Telephone Company will not offer a promotion where the projected revenues are not expected to cover long run incremental costs. Telephone Company will offer all promotions in a non-discriminatory manner.

1.8.2 Reserved for Future Use

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1.8.3 Basic Exchange Service

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1. Description

Basic local exchange service includes the following:

- a. Basic Local Touchtone Service
- b. E911 Emergency Service
- c. One Directory Listing
- d. Access to Operator Services
- e. Access to Directory Assistance
- f. Access to Customer Service and Repair Services
- g. Access to Line Intercept Services
- h. Access to services for the physically impaired
- i. Access to Interexchange Carriers for Intrastate and Interstate Intra and InterLATA toll calling
- j. Free standard intercept service for 30 days
- k. Free unlimited local calling within the local exchange area of the end-user
- l. Access to MCA overlay¹

¹ All Charter customers who receive their telephone number from Charter will be provided MCA calling as a non-basic service. See Section 1.8.12 of this tariff.

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1.8 Local Exchange Service - Residential Customers (Cont'd) (T)**1.8.3 Basic Exchange Service (Cont'd)** (T)**2. Rates – Monthly Recurring Charge (MRC)**

Basic Service, per line¹	\$ 9.00/month – (no calling features included)	(T)
Basic Service Additional Line², per line	\$ 8.99/month - (no calling features included)	(T)

Metropolitan Calling Area (MCA) additive, per line¹	\$10.95/month (MCA-3)	(T)
	\$12.35/month (MCA-4)	
	\$19.95/month (MCA-5 or MCA-6)	

1.8.4 Calling Features and Other Services

1. Descriptions and Rates – Monthly Recurring Charges (MRC) – unless specified as "per use" *a la carte* pricing of Custom Calling Features and other services are provided below:

Name	Description of Service	Monthly Charge	
Non-Listed Number ³	Numbers not in the telephone directory but which are provided to Directory Assistance, per number	\$5.00, per number \$4.50, per number ⁴	(D) (T)
Non-Published Number ³	Numbers not available in the telephone directory and are not provided to Directory Assistance, per number	\$5.00, per number	(T)
Private Number Service ⁵	Number not listed with Directory Assistance or in the telephone Directory. Records secured by Company and not provided to other carriers or publishers.	\$5.00, per number	(T)
Directory Assistance Listings	Placing phone numbers in Directory	\$0.00	
Additional Directory Listings ²	Multiple listings for one telephone number in Directory, per listing	\$2.00	(T)

¹ Effective 12/15/14 this service and rate is unavailable to new customers. Existing customers who subscribe to this service will be grandfathered. Please refer to Definition of Terms for Grandfathered Service. (T)

² Effective 6/26/12 this service is unavailable to new customers. Existing customers who subscribe to this service will be grandfathered. Please refer to Definition of Terms for Grandfathered Service. (T)

³ Effective 2/24/09 these services will be unavailable to new subscribers. Existing subscribers to these services will be grandfathered. Please refer to Definitions for Grandfathered Service. (T)

⁴ Effective 1/23/12 US Cable Corporation will transfer ownership, operation of telecommunication services to the Telephone Company. This rate is applicable to existing former US Cable corporation customers for this service. This rate is not available to new customers. Existing customers will be grandfathered. Please refer to Definitions of Terms for Grandfathered Service. (T)

⁵ Effective 6/26/12 this service is provided to new service package customers upon customer request and at no charge. (T)

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1.8.4 Calling Features and Other Services (Cont'd)

Name	Description of Service	Monthly Charge	(T)
Selective Call Acceptance ¹	Limits incoming calls up to twelve (12) designated numbers and auto routes other incoming calls to a recorded message stating calls are not accepted at this time.	\$4.00	(T)
Three Way Calling ¹	Permits the customer to add a third party to an existing connection, thereby establishing a three way conference call.	\$2.75	(T)
Speed Dialing 8 ¹	Allows a subscriber to establish a connection to eight (8) specific directory numbers by dialing one digit instead of seven to ten digits.	\$2.75	(T)
Speed Dialing 30 ^{1,2}	Allows a subscriber to establish a connection to thirty (30) specific directory numbers by dialing two digits instead of seven to ten digits.	\$6.00	(T)
Call Screening ¹	Provides the customer with the ability to prevent calls from an unwanted caller.	\$4.00	(T)
Privacy Control ³	Stops unidentified calls before phone ever rings (unavailable, out of area, or private calls).	\$3.25	(T)
PIC Freeze	Provides a Primary Interexchange Carrier freeze on customer's account upon request.	No Charge	

¹Effective 12/15/14 this ala carte service and rate is available only to basic line subscribers. Existing customers who subscribe to this service will be grandfathered. Please refer to Definition of Terms for Grandfathered Service.

² Effective 6/26/12 this service is provided to new service package customers upon customer request and at no charge.

³ Effective 6/26/12 this service and rate is unavailable to new subscribers on an individual basis. Existing subscribers to this a la carte feature will be grandfathered. Please refer to Definitions of Terms for Grandfathered Service.

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1.8.4 Calling Features and Other Services (Cont'd)

Name	Description of Service	Monthly Charge	(T)
Call Return ¹	Provides the telephone number, date and time of the last incoming call, and offers an auto callback option. To activate, listen for a dial tone and press *69. If available, the last incoming call phone number is heard. This feature does not work for calls that have been forwarded or for calls from 800 or 900 numbers. Not available in some areas or on some calls. Works only within your service area.	\$3.25 MRC ² \$.90 per use \$9.00 max per month	(T)
Call Waiting ¹	Permits the customer, upon receipt of a tone signal indicating that a call is waiting, to place the existing call on hold and answer second waiting call.	\$7.25	(T)
LD Alert ³	This feature allows the current Call Waiting and ringing operations to provide a distinctive call waiting 3-beep tone or a distinctive 3-ringing pattern for Long Distance Calls	\$1.00	(T)

¹ Effective 12/15/14 this ala carte service and rate is available only to basic line subscribers. Existing customers who subscribe to this service will be grandfathered. Please refer to Definitions of Terms for Grandfathered Service. (T)

² Effective 4/13/08 this monthly rate is unavailable to new subscribers. Existing subscribers to with this rate will be grandfathered. Please refer to Definitions of Terms for Grandfathered Service. (T)

³ Effective 6/26/12 this service and rate is unavailable to new subscribers on an individual basis. Existing subscribers to this feature on an individual basis will be grandfathered. Please refer to Definitions of Terms for Grandfathered Service. (T)

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1.8.4 Calling Features and Other Services (Cont'd)

Name	Description of Service	Monthly Charge (MRC)	
Anonymous Call ¹ Rejection	Allows subscribers to reject calls from numbers that have blocked Identification of their line on Caller ID display devices.	\$1.50	(T)
Caller ID ¹	Caller ID with name works along with Caller ID and provides an incoming telephone number AND a listed name on a customer-provided display device attached to the customer's (called party's) line or set.	\$6.75	(T)
Caller ID with Call Waiting ²	Call waiting works with Caller ID. Must subscribe to both Call Waiting and Caller ID	No Charge	(T)
Caller ID Blocking-Per Call ¹	Enables a customer to block his/her name or telephone number. Customer must enter a code before each call to temporarily activate this feature. Per line blocking is available to certain agencies and may be available to customers upon request. (Customers may be required to demonstrate need.)	No Charge	(T)
Custom Ring ¹	This service enables the customer to build and maintain a list of up to twelve telephone numbers in order to differentiate the listed callers from all other callers	\$3.50	(T)
Distinctive Ring ¹	Distinctive ringing service enables the customer to have as many as two telephone numbers on one telephone line. Private Number Service may apply at tariff rates.	\$3.50	(T)

¹ Effective 12/15/14 this ala carte service and rate is available only to basic line subscribers. Existing customers who subscribe to this service will be grandfathered. Please refer to Definitions of Terms for Grandfathered Service.

² Effective 6/26/12 this service is provided to new service package customers upon customer request and at no charge.

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1.8.4 Calling Features and Other Services (Cont'd)

Name	Description of Service	Monthly Charge (MRC)	
Call Forwarding ¹	Provides forwarding capabilities as follows:		(T)
Selective ¹	1) Forwards only list of 12 selective numbers	\$2.75	(T)
Variable ¹	2) Forwards all calls upon activation	\$2.75	(T)
Busy ²	3) Forwards if busy	\$2.75	
No Answer ²	4) Forwards if busy or unanswered	\$2.75	
Call Forwarding Remote ³	Allows a customer to activate and deactivate transfer of their incoming calls to another telephone number. Used in conjunction with Variable and Selective Call Forwarding only.	\$1.00	(T)
Call Trace ¹	Allows the subscriber to dial a special code to evoke trace to handle annoying or harassing calls by dialing an activation code. See Call Trace Requirements for additional information.	\$20.00 per use, no MRC	(T)
Repeat Dialing ¹ (Auto Busy Redial)	Automatically redials a specified busy outgoing number until the number is no longer busy. To activate: Lift the handset, press *66. If the number is callable, you will get a voice confirmation. To deactivate before 30 minutes have elapsed: Listen for a dial tone, then press *86. Not available in some areas or on some calls. Works only within your service area.	\$1.75 MRC ⁴ \$0.90 per use \$9.00 Max. per month	(T)
Block 3 rd Party Calls ¹	Provides an end user with a method of denying all third number billed calls to specific telephone number provided the transmitting operator checks their validation database.	No Charge	(T)

¹ Effective 12/15/14 this ala carte service and rate is available only to basic line subscribers. Existing customers who subscribe to this service will be grandfathered. Please refer to Definitions of Terms for Grandfathered Service. (T)

² Effective 6/26/12 this service is provided to new service package customers upon customer request and at no charge. (T)

³ Effective 7/22/06 this service and rate is unavailable to new customers on an individual basis. Existing customers who subscribe to this feature will be grandfathered. Please refer to Definitions of Terms for Grandfathered Service. (T)

⁴ Effective 4/13/08 this service and rate is unavailable to new customers on an individual basis. Existing customers who subscribe to this feature will be grandfathered. Please refer to Definitions of Terms for Grandfathered Service. (T)

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1.8.5 Applications of Telephone Numbers

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Application for Ported Telephone Numbers

If the Customer's ported-in telephone number is **non-MCA**, they will subscribe to either the basic local exchange service plan with no change in their telephone number, or if the Customer requests the MCA calling plan, they will be advised that a new telephone number will need to be assigned to them to be designated with an MCA prefix and MCA rate additive

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Telephone Company Customers who request to port-in an existing telephone number that is already designated as MCA, will be able to subscribe to the basic local exchange package with the MCA overlay as a non-optional additive. Customer will not be eligible for the basic service only package.

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Application for Non-Ported Telephone Numbers

Telephone Company Customers who request Telephone Company's Service and are not porting-in an existing telephone number, will be assigned a new Telephone Company telephone number. This telephone number will be designated with an MCA prefix. Such Customers will be offered the basic local exchange service plan with MCA Overlay.

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Customer will not be eligible for the basic service only package since this is only available for non-MCA telephone numbers that have been ported-in to Telephone Company.

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Issue Date: November 13, 2014

Effective Date: December 15, 2014

1.8.8 Service and Equipment Charges

Service and Equipment (S&E) charges are one-time charges associated with the connection, change or termination of residential local exchange service. The charges associated with S&E are detailed below:

1. Service Connection:	<u>Charge</u>	
a. Installation - Residential service connection per required truck roll.	\$ 49.99 ¹	(T)
b. Move Equipment – Relocation of Company equipment per Customer request.	\$ 29.99	
c. Service Dispatch for trouble visit calls.	\$ 45.00	
d. Reconnection - Restore service after disconnection (voluntary or nonpayment disconnection, not temporary suspension).	\$ 29.99 ¹	(T)
e. Transfer of Service – Applicable to transfer of existing phone only service from one location to another.	No Charge	
2. Repair/Maintenance (for customer caused incidents)		
a. Repair/Maintenance during Basic Time ²	\$ 115.00 per visit	(T)
b. Repair/Maintenance during Overtime ³	\$ 175.00 per visit	(T)
c. Repair/Maintenance during Premium ⁴	\$ 230.00 per visit	(T)
3. Miscellaneous Service Charges		
a. Telephone Number Change	\$ 20.00	
b. Feature Change Charge	\$ 0.00	
c. Feature Downgrade Charge	\$ 10.00	
d. Record Order Charge	\$ 0.00	
e. PLOC Change Charge	\$ 0.00	
f. Directory Listing Change Charge	\$ 5.00	
g. Non-Sufficient Funds Charge (NSF)	\$ 25.00	
h. Bill Copy	\$ 1.99	
i. Late Payment Charge	No Charge	

Above rates are one-time charges and are not billed on a "monthly recurring charge" (MRC) basis.

¹ Effective 12/15/14 charge will no longer be applicable to Company customers.

² Basic 7am – 9pm Monday – Saturday

³ Overtime 9pm – 7am Saturday – Monday Morning

⁴ Premium National Holidays

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1.8 Local Exchange Service - Residential Customers (Cont'd)

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1.8.12 Metropolitan Calling Area (MCA) Service

1. General

Metropolitan Calling Area (MCA) service is provided to customers in the Telephone Company's exchange areas, refer to Section 1.6 – Exchanges to Provide Service. Non-Ported Telephone Company Customers must have the MCA overlay subscription in addition to their basic service. Only one charge is applied to the customer's account regardless of the number of lines the Customer has requested. All lines ordered by the Telephone Company's customer will provide an MCA overlay.

The basic local calling scope for each of these exchanges is the MCA-wide calling scope as detailed in this Local Exchange Tariff.

The charges for MCA apply to the main billed telephone number. MCA will be furnished on all additional lines at no additional charge.

2. Regulations

Unless otherwise specified in these regulations, MCA is offered to all classes and grades of residence customers located in the Telephone Company's MCA exchanges.

MCA is designed and intended for the exclusive use of the end user Customers of the Telephone Company. MCA is not to be shared, resold or used in any configuration of customer-provided equipment with the intent of reselling the service.

Customers include all customers of incumbent local exchange carriers and, pursuant to the Missouri Public Service Commission Report and Order in Case No. TO-99-483, all Customers of competitive local exchange carriers

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1.8 Local Exchange Service - Residential Customers (Cont'd)

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1.8.12. Metropolitan calling Area (MCA) Service (Cont'd)

MCA subscribers include all Customers of incumbent local exchange carriers and competitive local exchange carriers being served by dedicated NXX codes identified as MCA NXX codes pursuant to the Missouri Public Service Commission's Report and order in Case no. TO-99-483.

In situations where multiple access lines share the same working telephone number, if one such line subscribes to MCA service, then all lines must subscribe to MCA service.

The minimum service period for subscription is the same as for Basic Service.

For hosted numbers in MCA-3, the Customer must subscribe to MCA to receive the basic telephone service.

3. Rate

An extended metropolitan calling area charge is added to all Telephone Company packages at the rate of \$10.95 a month/per account (MCA 3), \$12.35 a month/per account (MCA 4), \$19.95 a month/per account (MCA 5 + MCA 6).¹

The MCA monthly rates are billed one month in advance. MCA rates and charges apply in addition to all other rates and charges paid by the customer for other services of the Telephone Company.

1.8.13. Reserved for Future Use

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¹ Only one MCA charge is applied to customer's bill regardless of the number of lines he may have in service.

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1.8 Local Exchange Service - Residential Customers (Cont'd)

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1.8.14 Customer Initiated Temporary Suspension of (Seasonal) Service

A customer may request a temporary suspension of service to accommodate extended absence needs (e.g. vacation, etc.). This service is not intended for use in a regularly occupied residence. Requests for suspension may be up to six (6) consecutive month increments, to be taken no sooner than August 1 and no later than January 15. This service can be applied to the Telephone Company customer's account one (1) time per rolling twelve month period. To start seasonal service the subscriber must begin the suspension in the August through January timeframe. If the customer does not provide a restore service date, the Telephone Company will restore service and resume billing as per the suspension timeframe requested. The restored service will be the same and will reflect the same features as the service prior to the suspension.

Use of Temporary Suspension of Service option allows the customer to not be charged a disconnect service order charge and a new connect service order charge, while maintaining their telephone number.

If rates are to increase for the subscribed services during the suspension period appropriate notification will be sent to the customer.

Seasonal Service is not available for additional lines. A subscriber must provide a Company accepted "bill to" address to receive this service.

The Unlimited Long Distance Package Price Guarantee offering is not valid with this service.

<u>Service</u>	<u>Monthly Rate</u>	
• Basic Service ¹	\$ 9.00 per number	(T)
• Local Plus Package ²	Available at Regular Rate	(T)
• Charter Unlimited Loyalty Plan ²	Available at Regular Rate	(T)
• Long Distance Package-Unlimited Minutes-Standalone ¹	\$19.99 per number	(T)
• Long Distance Package-Unlimited Minutes-Double Pak ¹	\$15.99 per number	(T)
• Long Distance Package-Unlimited Minutes-Triple Pak ¹	\$14.00 per number	(T)
• Unlimited In State Package-Standalone ² and Double Pak ²	\$15.99 per number	(T)
• Unlimited In State Package Triple Pak ²	\$14.00 per number	(T)
• Charter Duo ²	\$15.99 per number	(T)

¹ Effective 12/15/14 this service is unavailable to new customers. Existing customers who subscribe to this service will be grandfathered. Please refer to Definitions of Terms for Grandfathered Service.

² Effective 6/26/12 this service is unavailable to new subscribers, however, existing customers who subscribe to this service will be grandfathered. These customers will have Seasonal Service and rate available to them.

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Reserved for Future Use

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

4th Revised Page 52A
3rd Revised Page 52B
2nd Revised Page 52C
1st Revised Page 52D
5th Revised Page 53
8th Revised Page 54
1st Revised Page 54A
8th Revised Page 55
5th Revised Page 55A
5th Revised Page 55B
2nd Revised Page 55C
Original Page 55D
8th Revised Page 56
5th Revised Page 57
9th Revised Page 58
4th Revised Page 58.1
2nd Revised Page 58.2

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1.9 Local Exchange Service-Business

1.9.14 Private Line Services

The following services are offered where technically and operationally feasible.

A. Charter Business[®] Optical Ethernet Services

1. General

Charter Business[®] Optical Ethernet Services provide transparent optical network connectivity of point-to-point, point-to-multipoint or multi-point to multi-point configurations. The typical topology for Optical Ethernet is a standard fiber build using shared backbone bandwidth. A premium is charged for redundant/diverse access and dedicated backbone bandwidth. Charter Business[®] Optical Ethernet Services are certified using technical specifications and testing approved by the Metro Ethernet Forum (MEF). The service has an expectation of low Frame Delay, Frame Delay Variation and Frame Loss Ratio.

2. Optical Ethernet Service Types and Descriptions

a. E-Line Services (point-to-point)

Ethernet Private Line (EPL) provides a point-to-point Ethernet transport solution. EPL does not allow for service multiplexing. (T)

Ethernet Virtual Private Line (EVPL) – EVPL provides a point-to-multipoint (hub and spoke) Ethernet transport solution that allows for service multiplexing (more than one Ethernet Virtual Circuit can be supported at the UNI). The service type supports speed of 10 Mbps to 1 Gbps. Multiple EVPLs can be supported per UNI, therefore, total UNI bandwidth up to 10 Gbps is supported. (T)
(T)
(T)

b. E-LAN Services (Multi-point to multi-point)

Ethernet Private Local Area Network (EP-LAN) – E-LAN provides a private metro “LAN” Ethernet network, providing the ability to share bandwidth between multiple Ethernet locations. The service connects a dedicated channel of bandwidth to a single customer that is shared among the customer’s locations. These locations may exchange traffic via the shared connection as required. For example, any port could send information to any other port (any-to-any) or multiple ports could send all of their traffic to a single port. EP-LAN does not allow for service multiplexing.. The service type supports speed of 10 Mbps to 1 Gbps. (T)

c. Class of Service (CoS)

Class of Service may apply to each Optical Ethernet service configuration (EPL, EPLAN, EVPL) with CoS performance represented in the customer Service Level Agreement (SLA). CoSs offered: Premier CoS - Highest priority, Express CoS - Intermediate priority and Standard CoS - Lowest priority. (T)
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1.9 Local Exchange Service-Business (Cont'd)

1.9.14 Private Line Services (Cont'd)

A. Charter Business[®] Optical Ethernet Services (Cont'd)

2. Optical Ethernet Service Types and Descriptions (Cont'd)

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B. Charter Business[®] Ethernet

Charter Business Ethernet provides transparent network connectivity of point-to-point, point-to-multipoint or multi-point to multi-point configurations via the Company's hybrid fiber-coax (HFC) network which may provide an HFC only private network solution or may be intermixed with Optical Ethernet endpoints.

C. Charter Business[®] Optical Transport Service

A secure private connection delivers high-quality fiber-optic service between two or more sites. A private connection delivers transmission speeds ranging from TDM (DS1, DS3) to high-end SONET (OC3, OC12, OC48), and wavelength services.

D. Charter Business[®] Optical Layer 3 VPN

Optical Layer 3 VPN service provides private IP connectivity between two or more sites within a metropolitan or regional area. The service offers data rates ranging from 10 Mbps to 10 Gbps.

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1.9 Local Exchange Service-Business (Cont'd)

1.9.14 Private Line Services (Cont'd)

E. Rates and Charges

	<u>Monthly</u>	<u>Non-Recurring</u>	
Charter Business® Optical Ethernet Services (Rates and Charges are arranged on Individual Customer Basis)			
Ethernet Private Line (EPL)	ICB	ICB	
Ethernet Virtual Private Line (EVPL)	ICB	ICB	
Ethernet Local Area Network (EP-LAN)	ICB	ICB	
Class of Service	ICB	ICB	(T)
Charter Business® Ethernet Service (Rates and Charges arranged on Individual Customer Basis)	ICB	ICB	
Charter Business® Optical Transport Service (Rates and Charges are arranged on Individual Customer Basis)	ICB	ICB	
Charter Business® Optical Layer 3 VPN Services (Rates and Charges are arranged on Individual Customer Basis)	ICB	ICB	

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1.10 Local Interconnection Service

(N)

1.10.1 General

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

1.10.2 Definitions

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

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

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1.10. Local Interconnection Service (Cont'd)

(N)

1.10.3 Description of Service

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

1.10.4 Use of Service

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

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1.10. Local Interconnection Service (Cont'd)

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1.10.4 Use of Service (Cont'd)

A. (Cont'd)

1. (Cont'd)

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

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1.10. Local Interconnection Service (Cont'd)

1.10.4 Use of Service (Cont'd)

A. (Cont'd)

1. (Cont'd)

- e. The Company and the Customer will conduct interoperability testing prior to the Customer implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.
2. Customer is solely responsible for (i) implementing with Subscribers appropriate terms, conditions, and measures to ensure that all Subscribers comply with the terms and conditions of this LIS Tariff, and (ii) establishing the price plans according to which Subscribers will be billed, including determining and remitting taxes and other charges to applicable authorities, billing its Subscribers, and handling all Subscriber disputes. All acts or omissions of a Subscriber shall be attributable to Customer for purposes of this LIS Tariff. The Company will not provide support directly to any Subscriber.

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1.10. Local Interconnection Service (Cont'd)

(N)

1.10.5 Term and Termination

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

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1.10. Local Interconnection Service (Cont'd)

(N)

1.10.6 Subscriber Orders and Usage Forecasts

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

1.10.7. Local Number Portability

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

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1.10. Local Interconnection Service (Cont'd)

(N)

1.10.8 Emergency 911 Service

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

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1.10. Local Interconnection Service (Cont'd)

(N)

1.10.9 Limitation of Liability

A. Please refer to Section 1.5.3 of this Tariff.

1.10.10 Rates and Charges

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

NONRECURRING CHARGE

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

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1.10. Local Interconnection Service (Cont'd)

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1.10.10. Rates and Charges (Cont'd)

D. Rates (Cont'd)

	MONTHLY RATE¹
4. Local Interconnection Port - Per-T-1	\$1,000.00 Based on a 36-month Term Contract
All Other Bandwidths	ICB
5. Per Customer Subscriber	\$25.00
6. Other Carrier Charges - Pass through of any and all Carrier charges for numbers (DID/DOD), directory listing-related charges (vanity listing, non-published) or any other Carrier Charges.	
7. Individual Case Basis (ICB) Charges - ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis.	

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

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12405 Powerscourt Drive, St. Louis, MO 63131
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Appendix A

7. Reserved for Future Use

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Appendix A

Reserved for Future Use

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