

Kansas City Cable Partners
d/b/a Time Warner Cable

Missouri Public
Service Commission

REC'D SEP 03 1999

Missouri P.S.C. No. 1

Original Adoption Notice Page

ADOPTION NOTICE

Effective May 10, 1999, Kansas City Cable Partners, a Missouri corporation regulated by the Public Service Commission ("Commission"), filed with the Missouri Secretary of State a Registration of Fictitious Name to change its d/b/a from American Cablevision to Time Warner Cable.

Kansas City Cable Partners hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, filed with the Commission of the State of Missouri by it.

By this notice, Kansas City Cable Partners also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which it has heretofore filed with said Commission.

Missouri Public
Service Commission
00-213
FILED OCT 30 1999

Issued: September 30, 1999

Effective: October 30, 1999

By: Robert Niles, President
Time-Warner Division of Kansas City Cable Partners
6550 Winchester Avenue
Kansas City, Missouri 64133

PSC Mo. No. 1

Second Revised Title Page
Replaces First Revised Title Page
Missouri Public

REC'D JUL 26 2001

**TARIFF SCHEDULE APPLICABLE TO
REGULATED COMMUNICATIONS SERVICE WITHIN MISSOURI**

Service Commission

By

KANSAS CITY CABLE PARTNERS d/b/a TIME WARNER CABLE

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate non-switched interexchange services by Kansas City Cable Partners d/b/a Time Warner Cable between locations within the State of Missouri.

Missouri Public

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By: Robert B. Niles
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Kansas City Cable Partners
d/b/a Time Warner Cable

Missouri Tariff No. 1
First Revised Title Page
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Missouri Public
Service Commission

REC'D SEP 03 1999

**RATES, CHARGES AND RULES APPLICABLE
TO THE PROVISION OF INTRASTATE PRIVATE LINE
TELECOMMUNICATIONS SERVICES IN THE STATE OF MISSOURI**

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MISSOURI

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Issued: September 30, 1999

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Kansas City Cable Partners d/b/a
American Cablevision
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**TARIFF SCHEDULE APPLICABLE TO
COMMUNICATIONS SERVICE WITHIN MISSOURI**

By

KANSAS CITY CABLE PARTNERS d/b/a AMERICAN CABLEVISION

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By: Robert B. Niles
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By: Robert B. Niles
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SYMBOLS USED IN THIS TARIFF

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify increased rate.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rules or conditions.
- (N) To signify new materials including listing, rate, rule or condition.
- (R) To signify reduced rate.
- (T) To signify change in text but no change in rate, rule or condition.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services by Kansas City Cable Partners d/b/a American Cablevision, to Customers within the State of Missouri at locations where facilities are available.

1. DEFINITION OF TERMS.

Certain terms used generally throughout this tariff are defined below.

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

Agreement For Telecommunications Services: The written Agreement for Services executed by the Customer and the Company in a format specified by the Company. The signing of the Agreement by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date.

Authorized User: A person, firm or corporation which is authorized by the Customer to use the service of the Customer-provided under this Tariff.

Company: Kansas City Cable Partners, a Colorado general partnership, d/b/a American Cablevision.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff including an Incidental User.

Facility or Facilities: The equipment and support facilities utilized by Kansas City Cable Partners d/b/a American Cablevision to provide telecommunications services pursuant to this Tariff.

"IBS" Services: Interactive Broadband Services described in Section 3.2 hereof.

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Incidental User: A person, firm, corporation or other entity permitted by the Customer or an Authorized User to use the Services and/or the User Site, and to whom a separate usage fee will be billed by the Company pursuant to this tariff.

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

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

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

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Recurring Charges: The fixed and variable charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the Service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Agreement for Telecommunications Services or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Services: The Company's telecommunications services offered on the Company's network.

Shared: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

User: A Customer, Authorized User or Incidental User, or any other person authorized by the Customer to use Services provided under this Tariff.

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1A. WAIVER PROVISIONS.

Pursuant to Section 392.420, RSMo (Cum. Supp. 1994), the following rules and statutory provisions as it relates to the regulation of Applicant are waived:

392.240(1)	Rates-reasonable average return on investment.
392.270	Property valuation.
392.280	Depreciation rates.
392-290	Issuance of stocks and bonds.
392-310	Issuance of stocks and bonds.
392-320	Issuance of stocks and bonds.
392-330	Issuance of stocks and bonds.
392-340	Reorganization.
4 CSR 240-10.020	Income on depreciation fund investments.
4 CSR 240-30.010 (2) (C)	Posting exchange rates at central offices.
4 CSR 240-30.040 (1 -3)	Uniform System of Accounts.
4 CSR 240-30.040 (5) (6)	Uniform System of Accounts.
4 CSR 240-32.030 (1) (B)	Exchange boundary maps.
4 CSR 240-32.030 (1) (C)	Record of access lines.
4 CSR 240-32.030 (2)	Records kept within state.
4 CSR 240-32.050 (3 -6)	Telephone directories.
4 CSR 240-32.070 (4)	Coin telephones.
4 CSR 240-33.030	Inform customers of lowest priced service.
4 CSR 240-33.040 (5)	Finance fee.

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MO. PUBLIC SERVICE COMMISSION

2. RULES AND REGULATIONS.

2.1 Description of Services.

The Company undertakes to furnish telecommunications services in connection with one-way and/or two-way information transmission between points within the State of Missouri under the terms of this Tariff.

Customers may use Services and Facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own customers.

2.2 Agreement for Service.

Customers desiring to obtain Services must complete and submit the Company's standard Agreement for Telecommunications Services, which shall contain or reference the name of the Customer, a specific description of the Services ordered, the identity of any Authorized User, the rates to be charged, the duration of the Services and the terms and conditions in this Tariff. The execution of the Agreement for Telecommunications Services by the Customer and the acceptance thereof by the Company initiate the respective obligations of the parties set forth therein and pursuant to this Tariff. The duration of the Services is calculated from the Service Commencement Date.

2.3 Advance Payment.

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring charge(s) and one month's charges for the Service or Facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring charges for the special construction and Recurring Charges for a period to be set between the Company

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and the Customer (if any). The Advance Payment will be credited to the Customer's initial bill.

2.4 Notice.

All Notices shall be in writing and Notice shall be deemed properly given if delivered in person or when deposited in the U.S. Mail in a sealed envelope, with registered or certified mail postage prepaid thereon.

2.5 Payment.

The Customer is responsible for the payment of all charges for Facilities and Services furnished to the Customer or its Authorized Users.

2.6 Charges and Billing.

2.6.1 Taxes.

Customer may be required to pay all sales, use, gross receipts, excise, access, bypass, or other local, State and Federal taxes, or charges, however designate imposed on or based upon the provision, sale or use of the Services (excluding taxes on the Company's net income). Where applicable, such taxes will be separately stated on the applicable invoice.

2.6.2 Billing and Collection of Charges.

At such time as the Company completes installation or connection of the necessary Facilities to provide Services, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, the Company shall notify the Customer that such Services are available for use, and the date of such notice shall be called the "*Service Commencement Date*" and shall be the starting date for billing.

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Customer shall pay the amount(s) as specified in the tariff for the Services. Non-Recurring Charges are due in advance. Fixed Recurring Charges shall be billed in advance after the Service Commencement Date is determined and will be due no later than thirty (30) days after the date of the invoice. Variable Recurring Charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice. Any amount not received within the thirty (30) day period will be subject to the Company's standard late charge of 1.5% per month, or, if lower, the legal limit applicable to such charges. Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within thirty (30) days of receipt of each invoice pursuant to the provisions of Section 2.7 hereof.

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.6.3 Cancellation of Agreements for Telecommunications Service.

Agreements for Telecommunications Service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an Agreement for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply.

Where the Company incurs any expense in connection with special construction, or where special arrangements for Facilities have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less

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net salvage, applies. In such cases the charge will be based on such elements as the cost of the equipment, facilities, and material, the supervision, general and administrative expense, depreciation, maintenance, taxes, other provision for return on investment, and any other costs associated with the special construction or arrangements. The special charges described above will be calculated and applied on a case-by-case basis.

2.6.4 Allowances for Interruptions in Service.

Interruptions in Service, which are not due to (a) the negligence of or non-compliance with the provisions of this Tariff by the Customer or of an Authorized User, or (b) to the operation or malfunction of the Facilities, power or equipment provided by the Customer or Authorized User, will be credited to the Customer based on the actual damages incurred by the Customer, subject to Section 2.14 hereof.

2.7 Disputed Bills.

The Customer shall notify the Company of any disputed items on a bill within thirty (30) days after receipt of the bill. Unless such notice is received in the timely fashion indicated above, the bill statement shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may request information or assistance from the Missouri Public Service Commission.

2.8 Discontinuance and Restoration of Service.

2.8.1 Non-Payment.

Upon non-payment of any charges or deposits owing to the Company, within sixty (60) days of billing, the Company may, by thirty (30) days prior written notice to the Customer, discontinue or suspend service under this tariff without incurring any liability.

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2.8.2 Other Breach.

Upon violation by either party of any of the other terms or conditions under this Tariff, and such violation shall remain uncorrected for thirty (30) days after written notice thereof shall have been sent to the non-breaching party, the non-breaching party may discontinue or suspend service under this Tariff.

2.8.3 Condemnation, Eminent Domain and Casualty.

Upon condemnation of all or any material portion of the Facilities used by the Company to provide Service to a Customer or in the event 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 service under this Tariff without incurring any liability.

2.8.4 Bankruptcy.

Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately discontinue or suspend service under this Tariff without incurring any liability.

2.8.5 Company Remedy.

Upon the Company's discontinuance of Service to the Customer, 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 minimum term for which such Services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at 6%).

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2.8.6 Customer Termination.

A Customer or Authorized user may terminate the IBS Interactive Broadband Services at the end of the existing term of agreement with the Company.

2.9 Optional Rates and Information Provided to the Public.

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their Service. Increases in rates or charges shall be subject to notice to all potentially affected subscribers at least ten (10) days prior to the effective date of such increase.

Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address. Rates for services offered on an individual case basis (ICB) will be structured to recover the company's cost of providing the services. Terms of specific ICB contracts will be made available to the Commission upon request on a proprietary basis.

2.10 Ownership of Facilities.

Title to all Facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert any right, title or interest in the fiber optic or other Facilities and associated equipment provided by the Company hereunder.

2.11 Continuity of Service.

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

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2.12 Service Connection and Facilities on Customer's Premises.

2.12.1 Provision of Equipment and Facilities.

1. All Services between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.

2. The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

3. The Company shall use reasonable efforts to maintain the Facilities that it furnishes to the Customer. The Customer or Authorized User may not, nor may the Customer or Authorized user permit others to, rearrange, disconnect remove, attempt to repair, or otherwise tamper with any of the Facilities installed by the Company, except upon the written consent of the Company.

4. Facilities the Company provides or installs at the User's Site for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.

5. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of equipment or facilities of the Customer, or Authorized User.

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6. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the Facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Facilities offered under this tariff and to the maintenance and operation of such Facilities. Subject to the foregoing, the Company shall not be responsible for:

- i) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- ii) the reception of signals by Customer-provided equipment.
- iii) network control signaling where such signaling is performed by Customer-provided equipment.

7. The Customer or Authorized User is responsible for ensuring that Customer-provided equipment connected to Company Facilities is compatible with such Company Facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. At Company's request, Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's Facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's Facilities. Any additional protective equipment required to prevent such damage or injury shall be provided at the Customer's expense.

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Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other telecommunications carrier which are applicable to such connections.

2.12.2 Shortage of Equipment or Facilities.

1. The Company reserves the right to limit or to allocate the use of existing Facilities, or of additional facilities offered by the Company, when necessary because of a lack of Facilities, or due to any other cause beyond the Company's control.

2. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of the Company's Facilities as well as Facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.12.3 Prohibited Uses.

1. The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

2. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations

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under this Tariff. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, or disposition without consent shall be null and void.

3. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others. Company shall, without limitation, have the right to discontinue service to any Customer's premises where uncontrollable Rf radiation is originating from inside the premises.

4. A Customer may not use the Services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

5. Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying provider's publicly available tariffs.

6. A Customer or Authorized User shall not represent that Services acquired hereunder are provided by the Customer, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

2.12.4 Non-Routine Installation.

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous

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locations. In such cases, charges based on costs of the actual labor, materials, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.12.5 Special Construction.

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of Facilities may be undertaken on a reasonable efforts basis at the request of the Customer.

Special construction is that construction undertaken:

- (i) where Facilities are not presently available, and there is no other requirement for the Facilities so constructed;
- (ii) of a type other than that which the Company would normally undertake in the furnishing of its Services;
- (iii) over a route other than that which the Company would normally utilize in the furnishing of its Services;
- (iv) in a quantity greater than that which the Company would normally construct;
- (v) on an expedited basis;
- (vi) on a temporary basis until permanent Facilities are available;
- (vii) involving abnormal costs; or
- (viii) in advance of its normal construction.

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2.12.6 Station Equipment.

1. The Customer is responsible for providing space and maintaining any terminal equipment on the Customer's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. The Customer shall comply with all applicable FCC Rules regarding such terminal equipment and all related wiring.

2. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.13 Obligations of the Customer.

The Customer shall be responsible for:

- (i) the payment of all applicable charges as set forth in this Tariff;
- (ii) damage or loss of the Company's Facilities caused by the acts or omissions of the Customer or Authorized User or the noncompliance by the Customer or Authorized User with these regulations; or by fire or theft or other casualty on the premises of the Customer or Authorized User unless caused by the negligence or willful misconduct of the employees or agents of the Company;

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- (iii) providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company Facilities and equipment installed on the premises of the Customer or Authorized User and the level of heating and air conditioning necessary to maintain the proper environment on such premises;
- (iv) obtaining, maintaining, and otherwise having full responsibility for all rights of way and conduit necessary for installation of Facilities and associated equipment used to provide Services to the Customer or Authorized User from the point of entry to the termination point of the Customer's premises. Any and all costs associated with obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service;
- (v) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's Facilities and equipment;
- (vi) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company Facilities in any Customer premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the premises of the

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Customer or Authorized User at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the Facilities of the Company;

- (vii) making Company Facilities available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes;
- (viii) keeping the Company's Facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's Services or from the locations of such facilities.

2.14 Liability of the Company.

2.14.1 Because the Customer has exclusive control of its communications over the Services furnished by the Company, and because interruptions and errors incident to those Services are unavoidable, the Services the Company furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

2.14.2 The liability of the Company for damages arising out of the furnishing of these Services, including but not limited to mistakes, omissions,, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts of

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commission or omission, shall be limited to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by acts or omissions or negligence of the Company's employees or agents.

2.14.3 The Company shall not be liable for any failure of performance or due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

2.14.4 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the Services the Company offers, or for the acts or omissions of other common carriers or warehousemen.

2.14.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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- 2.14.6 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.14.7 The Customer indemnities and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), 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 any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installation(s).
- 2.14.8 The Company shall not be liable for any defacement of or damage to the premises of a Customer or Authorized User resulting from the furnishing of Services or Facilities on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.14.9 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays

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shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

2.14.10 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

2.14.11 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Services provided by the Company.

2.14.12 Notwithstanding the Customer's obligations as set forth in Section 2.12.6, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the Company's Service against any claim, loss or damage arising from Customer's use of Services furnished under this Tariff, including: (1) claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's Service; (2) patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and (3) all other claims arising out of any act or omission of the Customer or others in connection with any Service provided by the Company pursuant to this Tariff.

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2.14.13 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the Service is rendered.

2.14.14 The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or 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, locations or use of Service furnished by the Company at such locations.

2.14.15 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's Service, that

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the signals emitted into the Company's network are of the proper mode, band-width, power, powers data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 3.0 hereof, and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent property, with resulting imminent harm to Company personnel, equipment, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service without liability.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.15 Claims.

With respect to any Service or Facility provided by the Company, Customer and any Authorized User, jointly and severally, shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (i) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, or any Authorized User, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, or any Authorized User, or

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any of their respective employees, agents, representatives or invitees; or

- (ii) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or any Authorized User, including, without limitation, use of the Company's Services and Facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.16 Tests, Adjustment and Inspections.

2.16.1 Testing and Adjusting.

1. Upon reasonable notice to the Customer, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

2.16.2 Inspections.

1. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring and the connection of Customer-provided facilities and equipment to Company owned facilities and equipment.

2. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such

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action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer or Authorized User promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer or Authorized User must take such action. If the Customer or Authorized User fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities and personnel from harm.

2.17 Interconnection of Facilities.

1. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2. Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

3. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

2.18 Rights-of-Way.

Where economically feasible, the Company shall directly or through third parties use reasonable efforts to obtain and maintain rights-of-way necessary for installation of Facilities used to provide Services. Except as otherwise provided herein, any and all costs associated with acquiring the rights-of-way up to the point of entry to the Customer's location shall be borne entirely by the Company. Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer,

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including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by Customer. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restrictions. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way.

2.19 Services Provided by Other Carriers.

The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the Services herein, including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.20 Governmental Authorizations.

The provision of Services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission, the Missouri Public Service Commission, or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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2.21 Term.

The minimum term for any Services shall not be less than sixty (60) months, unless otherwise agreed by the Company.

2.22 Moves, Adds, and Changes.

Upon receipt of written notice from the Customer, the Company will add, delete or change locations or features of specific lines and equipment. The Company shall charge the Customer a non-recurring charge for such service.

3. SERVICES DESCRIPTION.

Services consists of the Services offered pursuant to this section. Service is offered via the Company's Facilities for the transmission of one-way and two-way communications, unless otherwise noted.

3.1 Services Offered.

3.1.1 Interactive Broadband Services ("IBS Services"). The IBS Services include the following features:

- (i) Full Motion Video Conferencing with Audio Subcarriers.
- (ii) Fax connection. The fax connection between rooms is not offered independently of the classroom video conferencing service and is not delivered via a public access phone switch.
- (iii) Ethernet Local Area Network (LAN) to Wide Area Network (WAN) Connection. The Ethernet WAN will consist of multiple 10 Mb and 100 Mb Ethernet bandwidth segments shared among multiple users for Internet access, WAN and system control.

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- (iv) Internet distribution from non Kansas City Cable Partners d/b/a American Cablevision ISP handoff via Ethernet WAN. The Internet distribution is not offered independently of the Ethernet WAN service and is not delivered via a public access phone switch.

3.1.2 Optional Services.

- (i) Additional User Site on same premises as primary User Site.
- (ii) Conference connections to outside interactive source.

3.1.3 Other Services.

Other services may be provided by the Company on an Individual Case Basis (ICB).

3.2 IBS Services.

3.2.1 Full Motion Video Conferencing.

Full Motion Video Conferencing Service is composed of two origination channels provided for the transmission of one-way and two-way communications. Each channel consists of video with an audio subcarrier, Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

- (i) A full motion transmission system to deliver video at thirty (30) frames per second in a configuration which has two (2) transmit video channels and two (2) associated audio channels from each site. The system switching and per site receive capacity will allow 100% simultaneous access at every site to all sites for full motion video conferencing at all times.

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- (ii) Infrastructure will be sufficient to support the expansion of video services and the addition of at least two additional transmit video channels with audio from each site. The network architecture will be sufficient to maintain 100% simultaneous full motion video conferencing access with the expanded per site transmission capability.
- (iii) Will transport and deliver multichannel National Television Systems Committee ("NTSC") video signal(s) and associated audio signal(s) using fiber optic transport. The fiber optic transmission system carrying the interactive video channels and associated audio channels will be terminated at each User's Site on jacks in a cabinet on wall space provided at each site by the User.
- (iv) Each video channel provides a standard 525-line/60 field, full-color NTSC video signal. The audio-visual transmission time differential shall be of plus or minus 20 milliseconds maximum lead or lag. Color resolution shall be 4 2 2. Video signal-to-voice ratio through the end to end Full Motion Video Conferencing Service shall be better than 47 dB. Video signal-to-voice ratio at designated gateways to other full Motion Video Conferencing Service systems shall be better than 54 dB.

The format for a NTSC specified channel is shown on Exhibit A attached hereto. The "Sound Carrier" referenced at 4.5 MHz is the audio subcarrier.

- (v) The Full Motion Video Conferencing Service demarcation will comply with the NTSC baseband specification at the following levels:

Video Input Level, VPP; 1.0typ, +/-3.0dB Video Bandwidth: 20 Hz to 4.5 MHz

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Audio Input Level, VPP: 1.0typ, +/-3.0dB Audio Bandwidth: 20 Hz to 15 kHz

- (vi) The interface will also conform with Section 4 of the EIA/TIA-250-C standard for Electrical Performance for Television Transmission Systems.

3.2.2 Ethernet Local Area Network (LAN) to Wide Area Network (WAN) Connection.

Included in the IBS Interactive Broadband Services offering is a 100 Mb IEEE Ethernet circuit. This capacity will be used for school Internet and Intranet activity via Cisco 2514 or equivalent LAN/WAN routers at each User site. (Routers are owned and purchased by the User).

Physical connection to the Service network will be via a 10 Base5 AUI connection between the service modem and the local service router.

The LAN/WAN network will comply with the IEEE Standards for Local Area Networks (LANs) for Physical and Data Link as defined by the International Organization for Standardization of Open Systems.

Ethernet Connections are suited for customers who require Ethernet connectivity at native 100 Mbps speeds. The end points will appear as IEEE 802.3 transparent bridges. The service can be used either in a point-to-point configuration or in a multipoint ring configuration, pursuant to the following technical characteristics.

Ethernet interface: 802.3 10 Base 5
Connector: Female DB-15 (10 Base5)

Address filter:

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Filter type: MAX layer source and destination address, self
learning with aging timer

Filter rate: 6,000 to 13,000 packets per second; site to site (two
way)

Maximum distance
from Mux to segment: 100 miles with an 802.3 compliant RF cable modem

**3.2.3.1 Internet distribution from non-Kansas City Cable Partners
d/b/a American Cablevision ISP handoff via Ethernet
WAN.**

The Ethernet circuit can be used to transport digital signals from the User Site to the video switch hub; to other User sites and to the public domain Internet via an ISP path provided by the User. Connection of these data transport facilities to other network points beyond to video switch shall be a separate arrangement between the User of those facilities and the telecommunications provider serving that location under the rates and charges that telecommunications provider has on file with the Missouri Public Service Commission.

The Internet distribution will be carried via an IEEE Ethernet network configured using a standard router/switch architecture.

The ISP provided Ethernet switch provides Internet access to the Ethernet LAN. In this design, the Ethernet switch is the effective Hub for the input Internet and the local LAN users.

3.2.3.2 High Speed Data Modems.

The Local Area Network (LAN) at each remote location connects to the Wide Area Network (WAN) and the central Ethernet Backbone through a Remote Network Modem or a Remote Network Transceiver. The Remote

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Network Modem converts standard 10Base5 Ethernet for correction via standard 6 MHz cable television channels, transmitting one channel inbound between 5 to 42 MHz and receiving one outbound channel between 54 to 550 MHz. The Remote Network Transceiver converts standard Ethernet for connection via optical wavelength transmission to and from the primary network location.

The WAN is configured per IEEE Ethernet Spanned Tree Protocol standards and provides each location full access to inter site 10 MbB Ethernet service and Internet service. The remote LAN then can be configured with symmetrical, scalable access to the LAN from 10Mb per second in 10 or 100Mb segmentation.

Ethernet network will provide for expansion capability for higher speed Internet feeds to the network and for a higher bandwidth aggregate speed up to 150 MB for traffic between sites. Expansion capability is required for base service but will be contracted for and purchased under separate agreements.

3.2.3.3 Data Services.

The Headend also has a headend Reference Node (Headend "Pacer" Modem). The "Pacer" section coordinates the entire network by providing:

- dynamic data bandwidth assignments between individual nodes
- network time synchronization
- reference packets which direct the network frequency scanning, automatic level adjustment and automatic RF channel equalization algorithms

The Headend Reference Node communicates with the Network Manager via the Ethernet Backbone Switch. The System Control Package within the Network Manager includes:

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- Medica Access Control (MAC) Manager and SNMP software for network access authorization, network specific parameter assignments and modem assignments.
- the Boot Server to initialize modem service.
- the TCP/IP Stack for IP addressing and access.

The Router provides IP access throughout the WAN based upon the IP addressing of the packets while providing simultaneous, transparent bridling of all other packets. The modem section of the Router converts the data signals to the same RF carrier plan as used for the Ethernet MAN, Remote Bridges and Translator.

3.3 Optional Services.

The Company shall offer the following Optional Services:

- Additional User Site. The Company may provide, upon written request from the Customer, an additional User Site on the same premises as the initial User Site, upon payment of appropriate charges and fees to be established by the Company.
- Ethernet Upgrade. The Company will offer scalable Ethernet aggregate capacity upon payment of appropriate charges and fees to be established by the Company.
- Conference Connections. The Company will offer conference connection to outside interactive sources upon payment of appropriate charges and fees to be established by the Company.

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3.4 Other Services.

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Other services may be provided by the Company on an Individual Case Basis ("ICB").

3.5 Customer Specific Contracts.

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

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

3.6 Rates and Charges.

IBS Services customers and Incidental Users will be charged applicable Non-Recurring Charges, Recurring Charges, and/or usage charges as specified on Exhibits C and D attached hereto.

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3.7 Schools and Libraries Discount Program.

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3.7.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase services offered under this tariff at a discounted rate, in accordance with the rules adopted by the Missouri Public Service Commission in 4 CSR 240-33.120 and the Federal Communications Commission in its Universal Service Order 97-157, issued May 8, 1997. The rules are codified at 47 Code of Federal Regulations (C.F.R.) 54.500 *et. seq.*

As indicated in the rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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3.7.1 Regulations

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1. Obligation of eligible schools and libraries:
 - i) Schools, libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
 - ii) Schools, libraries and consortia shall submit requests for services to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), as designated by the FCC, and follow established procedures
 - iii) Services requested will be used for educational purposes.
 - iv) Services will not be sold, resold or transferred in consideration for money or any other thing of value.
1. Obligations of the Company:
 - i) The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff.

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- ii) The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
- iii) In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed.

3.7.2 Discounted Rates for Schools and Libraries.

Discounts for eligible schools, libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The discount rate will be applied to all commercially available telecommunications services purchased by eligible schools, libraries or consortia. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with applicable law and by its location in either urban or rural area. The discount matrix for eligible schools, libraries and consortia is as follows:

% of Students Eligible for National School Lunch Program	% of U.S. Schools	Urban Discount	Rural Discount
<1%	3%	20%	25%
1% - 19%	31%	40%	50%
20% - 34%	19%	50%	60%
35% - 49%	15%	60%	70%
50% - 74%	16%	80%	80%
75% - 100%	16%	90%	90%

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EXHIBIT "A"

The first colour TV broadcast system was implemented in the United States in 1953.

This was based on the NTSC (National Television System Committee) standard. NTSC is used by many countries on the American continent as well as many Asian countries including Japan. NTSC runs on 525 lines/frame.

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NTSC Technical Specifications

SYSTEM	NTSC M
Lines/Field	525/60
Horizontal Frequency	15.734 kHz
Vertical Frequency	60 Hz
Colour Subcarrier Frequency	3.579545 MHz
Video Bandwidth	4.2 MHz
Sound Carrier	4.5 MHz

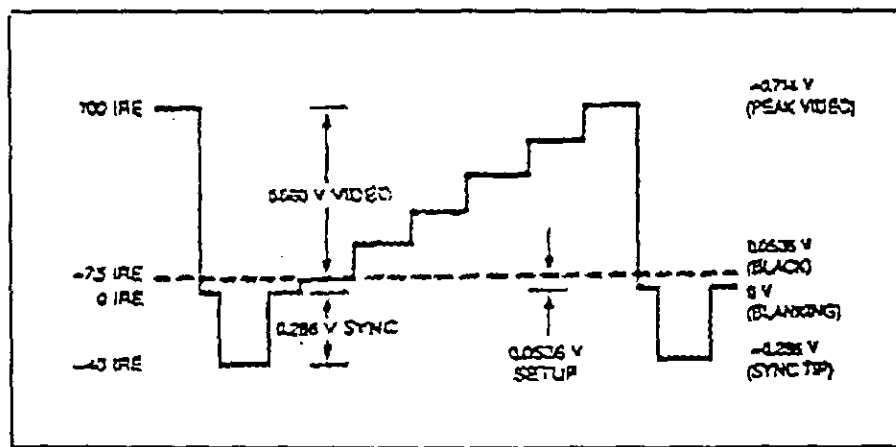


Figure 6. NTSC video levels (with setup).

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EXHIBIT "B"

A20X BROADBAND MODEM

Technical Specification

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Power Requirements : 17 Volts AC/DC 15VA Controls
 Size (inches) : 7.5W x 9.5L x 1.8H Store : Push button
 Weight : 4 Lbs TX power : Rotary
 Temperature Range : 0 to 70°C Translator/CATV
 Relative Humidity : 0 to 95 non cond. selection: Lever switch
 Protection : IP40050 IP54 Display
 delay off: slide switch

RF Specification

Transfer Characteristics

Frequency Span Remote: 3 6 MHz Connection : a wire VTMF
 Channel Spacing : 50 KHz Format : Digital
 Number of Channels : 600 Bandwidth : 300-3,000Hz
 Frequency offset : 192.25 MHz Input + 192.25 = Output 6
 Frequency Stability : 2 ppm Display
 Termination : 75 ohms 3 digit LED
 Standard Channels : T10 to 2 Connectors
 Signal modulation : PSK Power : Axial 2 pin
 Transmit Power : 40/25 dBmV RF : T type F/M
 Spurious Products BC: >45dB Telephone : RJ11
 Input Range : -5/-25 dBmV
 Transmitter disable : >70 dB
 Spurious Rejection : >50 dB

ALTERNATIVE CATV CHANNEL ALLOCATIONS ARE AVAILABLE ON APPLICATION

Compliance : FCC Part 15J class A, EN55022, VDE0871, BS6527

Warranty : One Year from initial purchase

Ordering : Specify by Model or Part Number

Modem A20X

Case APX

POWER SUPPLY EUROPEAN PART NO BQ30046 BRITISH PART NO BQ30042

SASCAL CABLE SYSTEMS LTD Unit 1 Hayes Metro Centre Springfield
 Road Hayes Middx UB4 0LE Tele : 081-573-0303 Fax : 081-569-1515

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EXHIBIT "C"

**IBS INTERACTIVE BROADBAND SERVICES
RATES AND CHARGES - 60-MONTH TERM**

Per Site Connection Fees:
Based Upon 60 Month Term

Sites With Initial Video & Data Service:

\$18,500	1 st 2 Channel Origination Includes 10 Mbps WAN for Control & EDCOMM Control Package
\$ 3,750	Each Additional Full Motion Video Channel Origination
\$ 5,000	Additional 80 Channel Media Library Distribution
\$18,000	100 Mbps WAN Access

Sites With Initial Data Only Service:

\$24,000	100 Mbps WAN Access, Installed Initially
\$ 8,750	Addition of 1st Video Channel Origination Includes 10 Mbps WAN for Control & EDCOMM Control Package
\$ 3,750	Each Additional of Video Channel Origination

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**IBS INTERACTIVE BROADBAND SERVICES
RATES AND CHARGES**

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Per Site Connection Fees: Sites With Initial Video & Data Service:
Based Upon 60 Month Term \$18,500 1st 2 Channel Origination
Includes 10 Mbps WAN for
Control & EDCOMM Control Package

\$ 3,750 Each Additional Full Motion Video
Channel Origination
\$ 5,000 Additional 80 Channel Media Library
Distribution
\$18,000 100 Mbps WAN Access

Sites With Initial Data Only Service:
\$24,000 100 Mbps WAN Access, Installed Initially

\$ 8,750 Addition of 1st Video Channel Origination
Includes 10 Mbps WAN for Control &
EDCOMM Control Package
\$ 3,750 Each Additional of Video Channel
Origination

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Per Site Monthly Fees:
Based Upon 60 Month Term

Sites With Initial Video & Data Service:

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\$ 840 1st 2 Channel Origination
Includes 10 Mbps WAN for MO. PUBLIC SERVICE COMM
Control & EDCOMM Control Package

\$ 240 Each Additional Full Motion Video
Channel Origination

\$ 480 Additional 80 Channel Media Library
Distribution

\$ 1,260 100 Mbps WAN Access

Sites With Initial Data Only Service:

\$ 1,260 100 Mbps WAN Access, Installed Initially

\$ 600 Addition of 1st Video Channel Origination
Includes 10 Mbps WAN for Control &
EDCOMM Control Package

\$ 240 Each Additional Video Channel
Origination

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EXHIBIT "D"

**IBS INTERACTIVE BROADBAND SERVICES
RATES AND CHARGES - 84 MONTH TERM**

Per Site Connection Fees:
Based Upon 84 Month Term

Sites With Initial Video & Data Service:

\$12,500	1st 2 Channel Origination Includes 10 Mbps WAN for Control & EDCOMM Control Package
\$ 3,750	Each Additional Full Motion Video Channel Origination
\$ 5,000	Additional 80 Channel Media Library Distribution
\$18,000	100 Mbps WAN Access

Sites With Initial Data Only Service:

\$18,000	100 Mbps WAN Access, Installed Initially
\$ 8,750	Addition of 1st Video Channel Origination Includes 10 Mbps WAN for Control & EDCOMM Control Package
\$ 3,750	Each Additional of Video Channel Origination

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EXHIBIT "D"

**OPTIONAL SERVICES
RATES AND CHARGES**

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Per Site Connection Fees: Sites With Initial Video & Data Service:
Based Upon 84 Month Term \$12,500 1st 2 Channel Origination
Includes 10 Mbps WAN for Control &
EDCOMM Control Package

\$ 3,750 Each Additional Full Motion Video
Channel Origination
\$ 5,000 Additional 80 Channel Media Library
Distribution
\$18,000 100 Mbps WAN Access

Sites With Initial Data Only Service:
\$18,000 100 Mbps WAN Access, Installed Initially

\$ 8,750 Addition of 1st Video Channel Origination
Includes 10 Mbps WAN for Control &
EDCOMM Control Package
\$ 3,750 Each Additional of Video Channel
Origination

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Sites With Initial 100 Mbps Access:

\$18,000	100 Mbps WAN Access, Installed Initially
\$23,350	Two 100 Mbps WAN Accesses, Both Installed Initially
\$10,350	Addition of 100 Mbps WAN Access for Site with One Existing 100 Mbps WAN Access
\$2,500	Addition of 100 Mbps WAN Access for Site With Two or More Existing 100 Mbps WAN Accesses. (Additional 100 Mbps increments available up to 1 Gbps.)

Per Site Monthly Fees:
Based Upon 84 Month Term

Sites With Initial Video & Data Service:

\$ 700	1st 2 Channel Origination Includes 10 Mbps WAN for Control & EDCOMM Control Package
\$ 200	Each Additional Full Motion Video Channel Origination
\$ 400	Additional 80 Channel Media Library Distribution
\$ 1,050	100 Mbps WAN Access

Sites With Initial Data Only Service:

\$ 1,050	100 Mbps WAN Access, Installed Initially
\$ 500	Addition of 1st Video Channel Origination Includes 10 Mbps WAN for Control & EDCOMM Control Package
\$ 200	Each Additional Video Channel Origination

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Per Site Monthly Fees:
Based Upon 84 Month Term

Sites With Initial Video & Data Service:

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\$ 700 1st 2 Channel Origination
Includes 10 Mbps WAN for
Control & EDCOMM Control Package

\$ 200 Each Additional Full Motion Video
Channel Origination

\$ 400 Additional 80 Channel Media Library
Distribution

\$ 1,050 100 Mbps WAN Access

Sites With Initial Data Only Service:

\$ 1,050 100 Mbps WAN Access, Installed Initially

\$ 500 Addition of 1st Video Channel Origination
Includes 10 Mbps WAN for Control &
EDCOMM Control Package

\$ 200 Each Additional Video Channel
Origination

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Sites With Initial 100 Mbps Access:

\$ 1,050	100 Mbps WAN Access, Installed Initially
\$ 1,935	Two 100 Mbps WAN Accesses, Both Installed Initially
\$ 885	Addition of 100 Mbps WAN Access for site With One Existing 100 Mbps WAN Access
\$ 625	Each additional 100 Mbps WAN Access for Site With Two or More Existing 100 Mbps WAN Accesses up to 1 Gbps.

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