

August 29, 2014

Secretary of the Commission
Missouri Public Service Commission
200 Madison Street, Suite 500
Jefferson City, MO 65102-0360

RE: Notice of Election and Withdrawal of CenturyLink Communications, LLC Long Distance Pursuant to §392.461, RSMo

Dear Secretary of the Commission:

Section 392.461 allows telecommunications companies, upon notice to the Missouri Public Service Commission ("Commission"), to elect to be exempt from the requirement that they offer retail services to residential or business end users only through tariff, and to withdraw such tariffs. However, the law requires them to publish generally available retail prices on a website.

CenturyLink Communications, LLC hereby gives the Commission notice of its election to be exempt from tariff filing requirements relating to, and of its intent to withdraw, the following tariffs:

CenturyLink Communications, LLC P.S.C. MO #1
CenturyLink Communications, LLC P.S.C. MO #4
CenturyLink Communications, LLC P.S.C. MO #7
CenturyLink Communications, LLC P.S.C. MO #8

CenturyLink respectfully requests that the Notice of Election and Withdrawal shall become effective October 1, 2014. CenturyLink will make available its rates, terms and conditions for it's for the above referenced retail telecommunication services in rate schedules located on its website at www.centurylink.com/tariffs. Affected customers were advised at least thirty days in advance of CenturyLink's withdrawal of the above referenced tariffs and of the website at which the rate schedules are available.

If you have any questions regarding this filing, please call Sharon Alvarado at (303) 992-5836.

Respectfully submitted,



Lawanna German

Attachments

Lawanna German
Tariff Manager
Lawanna.German@centurylink.com
Voice: (303) 992-5837
Fax: (720) 578-2912

P.S.C MO. No. 1

CenturyLink Communications, LLC

Third Revised Adoption Notice (T)
Cancels Second Revised Adoption Notice (T)

ADOPTION NOTICE

CenturyLink Communications, LLC hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all tariffs originally filed with the Public Service Commission, State of Missouri, by CenturyTel Fiber Company, LLC d/b/a LightCore, a CenturyLink Company prior to April 1, 2014.

(T)
|
(T)
(D)

ISSUE DATE: April 23, 2014

EFFECTIVE DATE: May 5, 2014

By: Chantel Mosby
Director – Tariffs
100 CenturyTel Drive
Monroe, LA 71203

CANCELLED
October 1, 2014
Missouri Public
Service Commission
JL-2015-0059
MO14-02

FILED
Missouri Public
Service Commission
XN-2014-0303, JX-2014-0417

P.S.C. MO No. 1

Should be Second Revised Adoption Notice

~~First Revised Adoption Notice~~

~~Cancels Original Adoption Notice~~

Cancels First Revised Adoption Notice

CenturyTel Fiber Company II LLC d/b/a LightCore, a CenturyLink company

Name of Issuing Corporation

(C)

ADOPTION NOTICE

Effective August 6, 2009, CenturyTel Fiber Company II LLC registered the fictitious name LightCore, a CenturyLink company. Effective October 19, 2009, CenturyTel Fiber Company II LLC d/b/a LightCore, a CenturyTel company, began operating under the name LightCore, a CenturyLink company. As such, CenturyTel Fiber Company II LLC d/b/a LightCore, a CenturyLink company 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 Missouri Public Service Commission, State of Missouri, by or adopted by CenturyTel Fiber Company II LLC d/b/a LightCore, a CenturyTel company between November 16, 2003 and October 18, 2009.

(N)

By this notice, Fiber Company II LLC d/b/a LightCore, a CenturyLink company also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which Fiber Company II LLC d/b/a LightCore, a CenturyTel company has heretofore filed with said Commission.

(N)

CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel company, a Louisiana Limited Liability Company, hereby adopts, ratifies and makes its own, in every respect as if the same had been originally filed by it, all tariffs, schedules, rules, concurrences, schedule agreements, divisions, authorities, or other instruments whatsoever, filed with the Public Service Commission, State of Missouri, by CenturyTel Fiber Company II, LLC. By this Notice CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel company adopts and ratifies all supplements or amendments to any of the above schedules, etc., which CenturyTel Fiber Company II, LLC has heretofore filed with said Commission. CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel company adopts CenturyTel Fiber Company II, LLC's Missouri P.S.C. Tariff No. 1, in its entirety, as CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel company's Missouri P.S.C. Tariff No. 1.

DATE OF ISSUE September 10, 2009
month day year

DATE EFFECTIVE October 19, 2009
month day year

ISSUED BY Chantel Mosby
name of officer

Director - Tariffs/Compliance
Title

100 CenturyTel Drive
Monroe, Louisiana 71203
address

FILED
Missouri Public
Service Commission

TN-2010-0093; YX-2010-0181

P.S.C. MO No. 1
Canceling P.S.C. MO. No. _____

(original)
(revised)
(original)
(revised)

Should be First Revised Adoption Notice
~~Original Adoption Notice~~
Cancels Original Adoption Notice
Sheet No.

CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel company
Name of Issuing Corporation

ADOPTION NOTICE

CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel company, a Louisiana Limited Liability Company, hereby adopts, ratifies and makes its own, in every respect as if the same had been originally filed by it, all tariffs, schedules, rules, concurrences, schedule agreements, divisions, authorities, or other instruments whatsoever, filed with the Public Service Commission, State of Missouri, by CenturyTel Fiber Company II, LLC. By this Notice CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel company adopts and ratifies all supplements or amendments to any of the above schedules, etc., which CenturyTel Fiber Company II, LLC has heretofore filed with said Commission. CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel company hereby adopts CenturyTel Fiber Company II, LLC's Missouri P.S.C. Tariff No. 1, in its entirety, as CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel company's Missouri P.S.C. Tariff No. 1.

DATE OF ISSUE Oct. 17, 2003 DATE EFFECTIVE Nov. 16, 2003
month day year month day year
ISSUED BY Daniel Davis Senior Vice President 14567 North Outer Forty Road
name of officer Title address
Chesterfield, MO 63017

P.S.C. MO. No. 1

(original)

Original Adoption Notice

(revised)

Cancelling P.S.C. MO. No.

(original)

Sheet No.

(revised)

CenturyTel Fiber Company II, LLC

Name of Issuing Corporation

ADOPTION NOTICE

CenturyTel Fiber Company II, LLC, a Louisiana Limited Liability Company, hereby adopts, ratifies and makes its own, in every respect as if the same had been originally filed by it, all tariffs, schedules, rules, concurrences, schedule agreements, divisions, authorities, or other instruments whatsoever, filed with the Public Service Commission, State of Missouri, by Digital Teleport, Inc. By this Notice CenturyTel Fiber Company II, LLC adopts and ratifies all supplements or amendments to any of the above schedules, etc., which Digital Teleport, Inc. has heretofore filed with said Commission. CenturyTel Fiber Company II, LLC hereby adopts Digital Teleport, Inc.'s Missouri P.S.C. Tariff No. 1, in its entirety, as CenturyTel Fiber Company II, LLC's Missouri P.S.C. Tariff No. 1.

DATE OF ISSUE May 28, 2003
 month day year

DATE EFFECTIVE May 31, 2003
 month day year

ISSUED BY Ron Johnson
 name of officer

 Carrier Relations Mgr.
 Title

 100 CenturyTel Drive
 Monroe, Louisiana 71203
 address

Filed
MO PSC

P.S.C MO. No. 1

CenturyLink Communications, LLC

Third Revised Title Sheet (T)
Cancels Second Revised Title Sheet (T)

TELECOMMUNICATIONS TARIFF
OF
CENTURYLINK COMMUNICATIONS, LLC

(T)
(D)
|
(D)

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF
INTEREXCHANGE AND NON-SWITCHED COMPETITIVE LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF MISSOURI

(T)

(D)

(D)

ISSUE DATE: April 23, 2014

EFFECTIVE DATE: May 5, 2014

By: Chantel Mosby
Director – Tariffs
100 CenturyTel Drive
Monroe, LA 71203

CANCELLED
October 1, 2014
Missouri Public
Service Commission
JL-2015-0059
MO14-02

FILED
Missouri Public
Service Commission
XN-2014-0303, JX-2014-0417

CenturyTel Fiber Company II LLC d/b/a LightCore, a CenturyLink company

Name of Issuing Corporation

(C)

TELECOMMUNICATIONS TARIFF
OF

CENTURYTEL FIBER COMPANY II, LLC
d/b/a LIGHTCORE, A **CENTURYLINK** COMPANY
14567 North Outer Forty Road
St. Louis, Missouri 63017

(C)

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF
INTEREXCHANGE AND NON-SWITCHED LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF MISSOURI

This Tariff applies to the Interexchange and Non-Switched Local Exchange Telecommunications Services furnished by CenturyTel Fiber Company II, LLC d/b/a LightCore, a **CenturyLink** company, between one or more points within the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected during normal business hours, at the Company's principal place of business located at 14567 North Outer Forty Road, Chesterfield, Missouri 63017.

(C)

CenturyTel Fiber Company II, LLC d/b/a LightCore, a **CenturyLink** company operates as a competitive telecommunications company within the State of Missouri.

(C)

DATE OF ISSUE September 10, 2009
month day year

DATE EFFECTIVE October 19, 2009
month day year

ISSUED BY Chantel Mosby
name of officer

Director - Tariffs/Compliance
Title

100 CenturyTel Drive
Monroe, Louisiana 71203
address

FILED
Missouri Public
Service Commission
TN-2010-0093; YX-2010-0181

P.S.C. MO No. 1

~~(original)~~ ~~Title Page~~
~~(revised)~~

Canceling P.S.C. MO. No. 1

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~~(revised)~~ Cancels Original Title Page

CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel company
Name of Issuing Corporation

TELECOMMUNICATIONS TARIFF
OF
CENTURYTEL FIBER COMPANY II, LLC
d/b/a LIGHTCORE, A CENTURYTEL COMPANY
14567 North Outer Forty Road
St. Louis, Missouri 63017

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF
INTEREXCHANGE AND NON-SWITCHED LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF MISSOURI

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CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel company operates as a competitive telecommunications company within the State of Missouri.

DATE OF ISSUE Oct. 17, 2003 DATE EFFECTIVE Nov. 16, 2003
month day year month day year

ISSUED BY Daniel Davis Senior Vice President 14567 North Outer Forty Road
name of officer Title Chesterfield, MO 63017
address

P.S.C. MO. No. 1

(original)

Title Page

(revised)

Cancelling P.S.C. MO. No. 1

(original)

Title Page

(revised)

CenturyTel Fiber Company II, LLC

Name of Issuing Corporation

TELECOMMUNICATIONS TARIFF
OF
CENTURYTEL FIBER COMPANY II, LLC
100 CenturyTel Drive
Monroe, Louisiana 71203

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF
INTEREXCHANGE AND NON-SWITCHED LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF MISSOURI

This Tariff applies to the Interexchange and Non-Switched Local Exchange Telecommunications Services furnished by CenturyTel Fiber Company II, LLC, between one or more points within the State of Missouri. This Tariff is on file with the Missouri Public Service Commission, and copies may be inspected during normal business hours, at the Company's principal place of business located at 100 CenturyTel Drive, Monroe, Louisiana 71203.

CenturyTel Fiber Company II, LLC operates as a competitive telecommunications company within the State of Missouri.

DATE OF ISSUE May 28, 2003
month day year

DATE EFFECTIVE May 31, 2003
month day year

ISSUED BY Ron Johnson
name of officer

Carrier Relations Mgr.
Title

100 CenturyTel Drive
Monroe, Louisiana 71203
address

Filed
MO PSC

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Cancelling P.S.C. Mo. No. _____

DIGITAL TELEPORT, INC.

REGULATIONS AND CHARGES APPLYING TO
MICROWAVE AND FIBER OPTIC TELECOMMUNICATIONS SERVICES
IN THE STATE OF MISSOURI

Issued pursuant to an Order of the Missouri Public
Service Commission Order in Case No. TA-92-145

Digital Teleport, Inc. is a "competitive"
telecommunications company as defined by Case
No. TO-88-142.

Date of Issue: JUN 10 1992

Date Effective: JUL 10 1992

Issued By: Richard D. Weinstein, President
DIGITAL TELEPORT, INC.
11111 Dorsett Rd.
St. Louis, MO 63043

FILED

JUL 10 1992

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Original Sheet No. 1

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WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-92-145, the following Rules and regulations have been waived for purposes of offering network services as set forth herein.

Statutory Provisions

Section 392.240 (1)	ratemaking
Section 392.270	valuation of property (ratemaking)
Section 392.280	depreciation accounts
Section 392.290	issuance of securities
Section 392.310	stock and debt issuance
Section 392.320	stock dividend payment
Section 392.330	issuance of securities, debt & notes
Section 392.340	reorganization(s)

Commission Rules

4 CSR 240-10.020	depreciation fund income
4 CSR 240-30.010 (2) (C)	rate schedules
4 CSR 240-30.060 (5) (B) through (0)	records re: ratemaking
4 CSR 240-32.030 (1) (B)	exchange boundary maps
4 CSR 240-32.030 (1) (C)	record keeping
4 CSR 240-32.030 (2)	in-state record keeping
4 CSR 240-32.050 (3)	local office record keeping
4 CSR 240-32.050 (4)	telephone directories
4 CSR 240-32.050 (5)	call intercept
4 CSR 240-32.050 (6)	telephone number changes
4 CSR 240-32.070 (4)	public coin telephone
4 CSR 240-33.030	minimum charges rule

Date of Issue: June 10, 1992

Date Effective: July 10, 1992

Issued by: Richard D. Weinstein, President
DIGITAL TELEPORT, INC.
1111 Dorsett Road
St. Louis, MO 63043

377-53

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Date of Issue: JUN 10 1992

Date Effective: JUL 10 1992

Issued by: Richard D. Weinstein, President
DIGITAL TELEPORT, INC.
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St. Louis, MO 63043

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Date of Issue:

JUN 10 1992

Date Effective: JUL 10 1992

Issued by: Richard D. Weinstein, President
DIGITAL TELEPORT, INC.
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St. Louis, MO 63043

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TARIFF FORMAT

MISSOURI
Service Commission

A. Sheet Numbering

Numbers appear in the upper-right hand of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, the first sheet added between sheets 24 and 25 would be 24.1.

B. Sheet Revision Numbers

Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the fourth revised sheet 24 cancels the third revised sheet. Consult the check sheet for the sheet currently in effect.

C. Check Sheets

When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariffs with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular page is the most current page on file with the Commission.

Date of Issue: JUN 10 1992

Date Effective: JUL 10 1992

Issued by: Richard D. Weinstein, President
DIGITAL TELEPORT, INC.
11111 Dorsett Rd.
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DIGITAL TELEPORT, INC.

Original Sheet No. 5

REFERENCE SHEET

Concurring Carriers

None

Connecting Carriers

None

Other Participating Carriers

None .

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Date Effective: JUL 10 1992

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DIGITAL TELEPORT, INC.

Original Sheet No. 6

EXPLANATION OF SYMBOLS

- D - Deleted text or discontinued service or rate.
I - Increased rate.
M - Moved text from another Tariff location.
N - New text.
R - Reduced rate.
T - Text changed without change to any rate or regulation.

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Date of Issue: JUN 10 1992 Date Effective: JUL 10 1992

Issued by: Richard D. Weinstein, President
DIGITAL TELEPORT, INC.
11111 Dorsett Rd.
St. Louis, MO 63043

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Original Sheet No. 0007

DIGITAL TELEPORT, INC.

I. GENERAL

This tariff sets forth the terms, conditions, and rates applicable to intrastate, dedicated non-switched communications services ("services") offered by Digital Teleport, Inc. (the "Company").

The Company's Services are provided over digital, microwave and fiber optic facilities, and are intended for large business customers, including other carriers, requiring high transmission capacity.

The Services are suitable for transmission of digital signals such as digitally encoded voice band signals, one way or two way transmissions of data at speeds ranging up to 45 mb.

The regulations governing the provision and use of services offered under this tariff are set forth in Section II below. Service descriptions and rates are set forth in Sections III and IV, respectively.

Date of Issue: June 10, 1992

Date Effective: July 10, 1992

Issued by: Richard D. Weinstein, President
DIGITAL TELEPORT, INC.
11111 Dorsett Rd.
St. Louis, MO 63043

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Original Sheet No. 8

MISSOURI MICROWAVE, L.P.

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II. REGULATIONS

A. Definition of Terms.

Certain terms used throughout this tariff are defined below.

Authorized User

"Authorized User" means a person, firm, company, corporation, or other entity who is authorized by the Customer to be connected to a Service.

Network Control Center

"Network Control Center" means the Company's facility used to terminate traffic on the Network.

Channel

"Channel" means a communications transmission path between two (2) or more points on the Network.

Customer

"Customer" means the person, firm, company, corporation, or other entity who, pursuant to a written service agreement, orders Service(s) under this tariff.

Date of Issue: JUN 10 1992

Date Effective: JUL 10 1992

Issued by: Richard D. Weinstein, President
DIGITAL TELEPORT, INC.
11111 Dorsett Rd.
St. Louis, MO 63043

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October 1, 2014
Missouri Public
Service Commission
JL-2015-0059

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DIGITAL TELEPORT, INC.

MISSOURI
Original Sheets No. 9
Commission

Customer Premises Equipment ("CPE")

"Customer Premises Equipment" or "CPE" means equipment connected to the Network at the Subscriber's side of the Network Interface.

Individual Case Basis ("ICB")

"Individual Case Basis" or ("ICB") means a determination of rates for Services based on individual circumstances.

Initiation of Service

"Initiation of Service" means the customer's written acknowledgement that the circuit is accepted and ready for use.

Interexchange Carrier ("IXC")

"Interexchange Carrier" or "IXC" means a common carrier authorized by the Federal communications Commission and/or the Missouri Public Service Commission to provide

Date of Issue: JUN 10 1992

Date Effective: JUL 10 1992

Issued by: Richard D. Weinstein, President
DIGITAL TELEPORT, INC.
11111 Dorsett Rd.
St. Louis, MO 63043

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92-145
MO. PUBLIC SERVICE COMM.

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JUN 10 1992

DIGITAL TELEPORT, INC.

Original Sheet No. 10
Missouri Public Service Commission

communications service between points in two (2) or more LATAs.

Interruption

"Interruption" means the removal of the circuit from Service by the Customer or the Company for a predetermined period of time.

Joint User

"Joint User" means two (2) or more unaffiliated persons, firms, companies, corporations, or other entities, who are authorized by the Customer to be connected to a Service.

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company ("LEC") provides communications services.

Date of Issue: JUN 10 1992

Date Effective: JUL 10 1992

Issued by: Richard D. Weinstein, President
DIGITAL TELEPORT, INC.
11111 Dorsett Rd.
St. Louis, MO 63043

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MO. PUBLIC SERVICE COMM.

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Cancelling P.S.C. Mo. No. _____

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DIGITAL TELEPORT, INC.

Original Sheet No. 11
Missouri
Public Service Comm. SC

Network

"Network" means the Company's digital microwave network located in the State of Missouri.

Network Interface

"Network Interface" means a point on the Premises where the Company's Service is electrically terminated.

Outage

"Outage" means a loss of transmission continuity for a continuous sixty (60) minute period, or the repeated occurrence of three hundred (300) or more seconds of transmission errors within a fifteen (15) minute period for four (4) consecutive fifteen (15) minute periods.

Point-of-Presence ("POP")

"Point-of-Presence" or "POP" means the location of an Interexchange Carrier's network where intercity communications channels and local exchange channels are terminated within a given LATA.

Date of Issue: JUN 10 1992 Date Effective: JUL 10 1992

Issued by: Richard D. Weinstein, President
DIGITAL TELEPORT, INC.
11111 Dorsett Rd.
St. Louis, MO 63043

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MO. PUBLIC SERVICE COMM.

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JUN 10 1992

P.S.C. Mo. No. 1
Cancelling P.S.C. Mo. No. _____

DIGITAL TELEPORT, INC.

Original Sheet NO. 12
Public Service Commission

Premises

"Premises" means a building on contiguous property, but not including rights-of-way, at which Customer elects to originate or terminate Service(s).

Private Line Services

"Private Line Services" means non-switched, point-to-point or multipoint Service(s) provided over dedicated lines at a fixed monthly rate.

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's non-residential telecommunications services described in Section II of this Tariff.

Date of Issue: JUN 10 1992

Date Effective: JUL 10 1992

Issued by: Richard D. Weinstein, President
DIGITAL TELEPORT, INC.
11111 Dorsett Rd.
St. Louis, MO 63043

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92-145
MO. PUBLIC SERVICE COMM.

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DIGITAL TELEPORT, INC.

Original Sheet No. 13

MISSOURI
Service Commission

Service Period

"Service Period" means the period of time for which the Customer agrees to take Services under this Tariff.

Subscriber

"Subscriber" means a customer, Authorized User, or Joint User who takes non-residential Service under this Tariff.

Telecommunication Services (TS) means telecommunication services are point-to-point special access DS0, 1.544 mb DS1 and 45 mb DS3 connectivity between customer provided equipment.

Termination (Terminate)

"Termination" ("Terminate") means discontinuance of (to discontinue) Service, either at Customer's request, or by the Company in accordance with the regulations of this Tariff.

Date of Issue: JUN 10 1992

Date Effective: JUL 10 1992

Issued by: Richard D. Weinstein, President
DIGITAL TELEPORT, INC.
11111 Dorsett Rd.
St. Louis, MO 63043

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MISSOURI
Public Service Commission
Original Sheet No. 14

DIGITAL TELEPORT, INC.

Termination Charge

"Termination Charge" means a charge for Customer's Termination prior to the end of the Service Period as set forth in Section IV of this Tariff.

Termination Date

"Termination Date" means the date upon which the Service Period ends.

B. Transmission and Facilities

1. The Company shall select and implement the technology and facilities used to provide Services. The Company may at its sole discretion modify or change the Network components or technology used to provide Service at any time.

2. The Company provides transmission Services only. The Company neither provides, nor makes any warranties, assurances, or representations of any kind regarding, the content of Subscribers' transmissions, including without limitation, quality of voice recordings, encryption, or compression.

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3. Title to all facilities provided by the Company in accordance with this Tariff shall remain with the Company.

C. CPE

1. CPE attachment by the Subscriber is permitted under this Tariff. All such attached CPE shall conform to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended).

D. Responsibility and Use

1. Customer is responsible for payment for all use of Services, where authorized or not.

2. Customer shall be solely responsible for preventing unauthorized use of or access to Services.

3. Unlawful or fraudulent use of the Services is prohibited.

E. Liability

1. Except as otherwise expressly provided by law, the Company's liability shall be limited as set forth in this Section II.E.

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2. The Company's liability for damages arising out of mistakes, omissions, Interruptions, Outages, delays in Turn-Up, errors or defects in transmission (collectively "Mistakes") occurring in the course of providing Service(s), whether the result of negligence of the Company or other causes, shall in no event exceed an amount equivalent to the charges the Company would make to the customer for the monthly period of Service during which such Mistakes occur. For purposes of computing such amount, a month is considered to have thirty (30) days. However, any such Mistake caused or contributed to by the Subscriber's negligence or willful act, or which arises from or in connection with NETWORK components, Premises wiring, or CPE provided by the Subscriber, shall not give rise to any liability whatsoever for the Company.

3. In no event shall the Company or the Customer be liable to each other in connection with the provision and use of the Service(s) for indirect, incidental, consequential or special damages, including, without limitation, damages for lost profits.

4. The Customer shall indemnify and hold the Company harmless against any and all claims, actions, losses, judgments, and expenses, including attorneys' fees, for: (i) libel, slander,

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or infringement of copyright arising from the contents of transmissions over the Services; (ii) infringement of patents arising from, combined with or used in connection with the Services; (iii) unlawful use of the Services; (iv) any third party action or claim arising from the interconnection of Company's facilities to other carriers or other third parties; or (v) otherwise arising out of any act or omission of the Subscriber or any third party in connection with the Service.

5. The Company shall not be liable for any damage to or defacement of Premises, fixtures, or personal property, resulting from the installation, provision, or removal of facilities or Services or from the attachment of CPE or other components thereto.

6. The Customer shall indemnify and hold the Company harmless against any and all claims, losses, actions, judgments, or expenses, including attorneys' fees, without limitation, for injury to or death of any person or damage to any property which arise from the use, installation, removal, or presence of the Company's equipment, facilities, or wiring.

7. When the facilities of other carriers or other third parties are used in establishing connections to points not reached

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by the Company's facilities, the Company shall not be liable for any act or omission of any such carrier(s) or third party or parties.

8. The Company's failure to provide or maintain Services and the Customer's obligations under this tariff shall be excused by labor difficulties, governmental orders, civil disturbances, acts of God, or other circumstances beyond the Company's or the Customer's reasonable control. The Company and the Customer may also agree on other measures to mitigate the consequences of circumstances beyond their control. As required, such agreements will be filed in this Tariff.

F. Obligations of the Customer.

1. Customer shall (i) provide adequate space for physical interconnection of Company's circuits and facilities at the Premises; and (ii) take all steps necessary to facilitate such interconnection.

2. Company shall have the right of entry onto Premises for its employees, agents, or contractors at any reasonable hour and Customer shall provide reasonable access to said Premises for purposes of Turn-Up, testing, maintenance, repair, Termination or

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other operations related to the provision of the Service(s). Customer shall be responsible for preparing in advance all security arrangements necessary to admit Company's employees, agents or contractors onto Premises for such purposes.

3. The Customer shall reimburse Company for any and all loss or damage to Company facilities on Premises except as directly caused by company's gross negligence or willful act.

4. It shall be the Customer's responsibility to ensure that all systems or Services connected to the Network comply with applicable carrier standards, as may be specified by Bell Communications Research, the Exchange Carrier Standards Association, or other industry recognized carrier standard setting bodies.

G. Obligations of the Company

1. The Company and the Customer will establish a date for the Initiation of Service. The Company will exercise its best efforts to ensure that all steps required for Initiation of Service are completed by that date. The Company shall not be responsible for delays in Initiation of Service caused by the Customer or Subscriber.

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2. The facilities of the Company will be made available for Service as soon as practicable following receipt of a written service agreement from the Customer. The obligation of the Company to provide Service is conditioned upon the Company's ability to obtain, construct, and maintain facilities necessary to meet Subscriber's requirements. The Company shall exercise best efforts to secure such necessary facilities and will amend its Tariff as required. However, the Company shall not provide any new Service which may adversely affect its existing Services.

H. Credit Allowances

1. Credit Allowances for Interruptions and Outages

1.1 It shall be the obligation of the Customer to notify the Company of any Outage or Interruption of service. Before giving such notice, the Customer shall determine that the Outage or Interruption is not due to any act or omission of its Customer, Subscriber, or due to malfunctioning CPE. Failure of the Customer to give such notice shall relieve the Company of any and all liabilities or obligations arising from or related to such Outage or Interruption.

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1.2 Customers shall be entitled to a credit allowance ("Credit Allowance") for Interruptions in service of sixty (60) minutes or more in duration or Outages; provided, however, the Customer will not be entitled to a Credit Allowance for Interruption or Outages due to the Subscriber's

- (1) non-compliance with the terms of this Tariff;
- (2) negligence;
- (3) facilities, power or equipment malfunction or failure;
- (4) improper operation of facilities, power, or equipment used for or in connection with the affected Service; or due to
- (5) events beyond the Company's reasonable control as set forth in Section 3.6 of this Tariff.

1.3 Credit Allowances will be applied on a pro rata basis to the Customer's charges for the Service affected by the Outage or Interruption. The Credit Allowance shall not exceed the Customer's monthly charge for the affected Service.

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2. Scheduled Interruptions Not Subject to Credit Allowance.

2.1 Credit Allowances shall not apply to (i) Scheduled Interruptions or (ii) Interruptions caused by the Subscriber.

2.2 The Company shall give reasonable prior notice to subscriber of Scheduled Interruptions.

I. Minimum Service Period

1. The minimum Service Period for Services offered under this Tariff is thirty (30) days, unless otherwise agreed by the Company and Customer in writing.

J. Payment

1. Payment of Charges. Company shall invoice Customer for payment of Services on a monthly basis. Customer shall pay each monthly invoice in full within thirty (30) days from date of invoice. Company may charge the business or commercial Customer the lesser of eighteen percent (18%) interest per annum or the maximum permitted by law on all unpaid balances beyond thirty (30) days.

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2. Nonpayment of Charges. The Company may Terminate or otherwise deny customer's access to its Services for nonpayment of charges, unpaid after sixty (60) days. Company shall give written notice to customer no less than five (5) days prior to Termination or denial of Services for reason of nonpayment. Termination or denial of access to Services under this provision shall not excuse Customer's payment obligations.

K. Termination of Service

1. Notice of Termination. Customer shall give Company written notice of its intention to terminate service ("Termination Notice") no less than thirty (30) days prior to the Termination Date. Customers shall continue to incur charges for Services until Termination Date or for a period of thirty (30) days after receipt of termination Notice, whichever is later. Service shall not be deemed terminated until Termination Notice has been received and the thirty (30) day period after receipt has elapsed.

2. Early Termination. Customers taking Service for Service Periods of one (1) year or more may elect to take early Termination of Service prior to the end of the Service Period subject to (i) giving the Company Termination Notice no less than

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thirty (30) days prior to the date of early Termination and (ii) payment of any applicable Termination Charges as set forth in Section IV of this Tariff.

3. Termination for Cause. Notwithstanding any other provision of this Tariff, Company may Terminate Service upon written notice to Customers without incurring any liability whatsoever for any of the following reasons:

- (i) Nonpayment of charges in accordance with the provision of Section J.2 of this Tariff;
- (ii) Subscriber's violation or failure to comply with any provision of this Tariff or other regulation governing the Service; or
- (iii) An order of a competent judicial or governmental authority prohibiting the Company from providing Service.

L. Taxes.

1. All utility or telecommunications assessments, franchise fees, or privilege, occupational, excise, or other similar taxes or fees assessed upon or passed on to the Company, based upon intrastate receipts, shall be billed to Customers

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falling within such taxing jurisdictions on a prorated basis. All such taxes or fees shall be separately identified on the Customer's invoice.

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III. SERVICE DESCRIPTION

Services offered by the Company under this tariff are described in this Section.

A. Generic Description

Point-to-Point Special Access 1.544 mb DS1 and 45 mb DS3 connectivity, as well as DS0 connectivity between customer provided equipment.

B. Specific Description

Special access DS0, 1.544 mb DS1 or 45 mb DS3 connectivity between the customer's multiplexor and the Company's Facilities within the State of Missouri.)

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IV. RATES

<u>Service</u>	<u>Rate</u>
Special Access DS0	ICB ¹
Special Access DS1	ICB ¹
Special Access DS3	ICB ¹

¹ 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.

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