

P.S.C. Mo. No. 3

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

Original Sheet No. 1

This Tariff No. 3 replaces P.S.C. Mo. Nos. 1 and 2 in their entirety.

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

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

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EFFECTIVE: October 23, 2005

Issued by: Julie Y. Patterson, Secretary
TIME WARNER CABLE INFORMATION SERVICES (MISSOURI), LLC
290 Harbor Drive
Stamford, CT 06902

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local and long distance calling services throughout the continental United States by the Company to Customers within the State of Missouri. Service, features and functions will be provided where Company facilities, including, but not limited to, billing and technical capabilities, are available.

LISTING OF WAIVERS

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

Statutes

392.210.2
392.240(1)
392.270
392.280
392.290
392.300.2
392.310
392.320
392.330
392.340

Missouri Public Service Commission Rules

4 C.S.R. § 240-3.550(5)(C)
4 C.S.R. § 240-10.020
4 C.S.R. § 240-30.040

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SYMBOLS

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

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

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TARIFF FORMAT

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

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1. **TECHNICAL TERMS AND ABBREVIATIONS.**

1.1 **Explanation of Abbreviations and Acronyms.**

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

1.2 **Definition of Terms.**

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

Commission (MoPSC): The Missouri Public Service Commission.

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

Completed: A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Customer: The person or other entity that orders Service and is responsible for payment of charges due and compliance with the Company's Tariff regulations. This term also includes a person or entity who was a Customer of the Company within the past 30 days and who requests Service at the same or different location.

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Customer-Provided Equipment (CPE): Equipment provided by the Customer for use with the Company's Service(s). CPE can include a station set, computer, modem, terminal, facsimile machine, key system, PBX, or other information, communication or power system.

End User: Any Customer that is not a carrier, except that a carrier (other than a telephone company) shall be deemed a "User" when such carrier uses the Company's Service for administrative purposes.

Facility or Facilities: The equipment and support facilities utilized by the Company to provide Services pursuant to this Tariff.

FCC: The Federal Communications Commission.

"IBS" Services: Interactive Broadband Services described in Section 3.3 hereof.

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

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

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

Message: A completed telephone call.

Nonrecurring Charge: A one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

Recurring Charge: The monthly charge to the Customer for Service(s), facilities and equipment, which continue for the agreed upon duration of the Service.

Service: Any telecommunications service(s) provided by the Company under this Tariff.

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

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

User: Any Customer, or any other person authorized by a Customer to use Service provided under this Tariff.

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2. **RULES AND REGULATIONS.**

2.1 **Undertaking of the Company.**

- A. This Tariff sets forth terms and conditions applicable to the furnishing of the Service defined herein offered by the Company within the State of Missouri. The Service is furnished for the use of End Users in placing and receiving calls within the State of Missouri.
- B. When Service and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the Service or facilities furnished by it.
- C. When Service and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Service and facilities.
- D. This Tariff applies only for the use of the Company's Service within the State of Missouri. This includes the use of the Company's network to complete an end-to-end call within the State of Missouri and to obtain access to the intrastate and interstate toll call services offered by the Company.
- E. The provision of Service defined herein is subject to regulations specified in this Tariff and may be revised, added to, or supplemented by superseding issues.
- F. The provision of Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

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2.1.1 **Shortage of Equipment or Facilities.**

- A. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and technical capabilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from carriers to furnish Service from time to time as required at the sole discretion of the Company.
- B. The Company shall not be required to furnish, or continue to furnish, facilities or Service where the circumstances are such that the proposed use of the facilities or Service would tend to affect adversely the Company's plant, property or Service.

2.1.2 **Terms and Conditions.**

- A. In furnishing facilities and Service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to Customers for information services or communications.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. The Company reserves the right to refuse an order or application for Service made by a present or former Customer who is indebted to the Company for Service previously rendered.

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- D. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if the Customer is using the Service in violation of this Tariff or the law.
- F. This Tariff shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.

2.2 **Limitations.**

2.2.1 **Indemnification and Limits on Liability.**

- A. The Customer, Users and End Users, jointly and severally, shall indemnify, defend and hold harmless Company and the Company shall not be liable for any claims for loss, damages or expenses (including attorneys' fees and court costs) involving:
 - 1. Any act or omission of: (a) the Customer, User or End User; (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (c) common carriers, warehousemen or middle men;
 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, storms, or other natural catastrophes; pole hits; explosions; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken

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- against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, including rights-of-way and materials; and any law, order, regulation, direct request, or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or Service in violation of this Tariff;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Service, or by means of the combination of Company-provided facilities or Service with Customer-provided facilities or services;
 5. Any infringement, breach or invasion of the right of privacy of any person or persons caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them;

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6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section 2.2;
7. Defacement of or damage to Customer premises resulting from the furnishing of Service or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;

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11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, any failure of Service functionality or the Company's system, interruption of Time Warner Cable cable modem service or interruption of electric service to Customer's premises (the Service is not supported by a back-up power source);
 12. Any non-completion of calls due to network busy conditions or network failures;
 13. Any calls not actually attempted to be completed during any period that Service is unavailable;
 14. Any blockages by other providers of services on the public switched network;
 15. Any damage to a Customer's home alarm monitoring system resulting from use of that system with the Service (the Service may not be compatible with home alarm monitoring systems); and
 16. Any breach in the privacy or security of communications transmitted over the Company's facilities.
- B. The Company shall be indemnified, defended and held harmless by the Customer, User or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or

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by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer-provided equipment or facilities or Service provided by the Company unless due to the negligence of the Company.

- C. The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installation.
- D. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- E. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- F. The Company is not liable for any errors and omissions of any kind appearing in local directories. In cases where a specific charge has been made for a publication or withholding from publication a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.

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- G. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- H. The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.
- I. When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

2.3 **Liability of the Company.**

2.3.1 **General.**

- A. Except as otherwise stated in this Tariff, liability of the Company for damages arising out of either (1) the furnishing of its Services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following.
- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not

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limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.

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

2.4 **Service Availability.**

2.4.1 **Notification of Service-Affecting Activities.** The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from a loss of power or cable damage, notification to the Customer may not be possible.

2.4.2 **Provision of Equipment and Facilities.**

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

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- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- D. Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided it. The service address associated with an emergency 911 call is the authorized address where the Service is originally provided, and Customer's movement of the equipment installed by the Company from the original service location will result in the identification of emergency 911 calls from the original service location. Access to emergency 911 services will therefore be limited if the Company-provided equipment is moved from the original service location.
- E. The Customer may be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, User or End User when the Service difficulty or trouble reported results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer, User or End User.

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

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

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

2.5 **Obligations of the Customer.**

2.5.1 **General.**

A. The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this Tariff;
2. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, any User or End User, or by the noncompliance by the Customer, any User or End User with this Tariff, applicable regulations, or by fire or theft or other casualty on such Customer's, User's or End User's premises, unless caused

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by the negligence or willful misconduct of the employees or agents of the Company;

3. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide the Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;
4. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
5. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes or because the Customer has failed to provide such access to the Company.

2.5.2 Prohibited Activities and Uses.

- A. The Service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer, User or End User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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- B. The Company may require a Customer, User or End User to shut down immediately and without notice its transmission of signals if the Company reasonably believes that said transmission is causing interference to others.
- C. A Customer or User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for Services provided pursuant to this Tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

2.5.3 **Claims**. Notwithstanding Sections 2.2 and 2.3 herein, with respect to any Service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, User or End User or any employee, agent, representative or invitee of such party; or
- B. any claim of any nature whatsoever brought by a User or End User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Tariff.

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2.6 **Customer Equipment and Channels.**

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

2.6.2 **Station Equipment.**

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.
- B. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. All such Customer-Provided Equipment shall be registered by the FCC pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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- C. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-Provided Equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-Provided Equipment.

2.6.3 **Interconnection of Facilities.**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Services and the channels, facilities, or equipment of others shall be provided and maintained at the Customer's expense.
- B. The Service may be connected to the services, equipment or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this Tariff and any applicable tariffs of the other communications carriers.
- C. Facilities furnished under this Tariff may be connected to Customer-Provided Equipment in accordance with the provisions of this Tariff.

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

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2.7 **Interruption of Service.**

2.7.1 **General.**

- A. Upon Customer request, the Company will credit a Customer's account for Service interruptions that are not due to the Company's testing or adjusting, the failure of facilities or services of other companies relied upon by the Company to provide the Service, negligence of the Customer, User or End User, or to failure of channels, wiring, equipment, facilities or power provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and was not caused by channels, wiring, equipment, facilities or power provided by the Customer. For purposes of computing a credit, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for each full hour of any interruption. In addition, for Service interruptions greater than eight (8) consecutive hours, the Company will credit the Customer's account in an amount equal to the price of one day of Service.
- B. No credit allowance will be made for:
1. interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, User, End User or any common carrier providing service connected to the Service of the Company;
 2. interruptions due to the negligence of any person other than the Company, including but not limited to, the Customer or other common carriers connected to the Company's facilities;

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3. interruptions due to the failure or malfunction of non-Company equipment;
 4. interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
 5. interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
 6. interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and
 7. interruption of Service due to circumstances or causes beyond the control of the Company.
- C. For the purposes of applying this provision, the word “interruption” shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human error. “Interruption” does not include and no allowance shall be given for Service difficulties such as slow dial tone, circuits busy or other network capacity shortages. No interruption allowance shall apply where Service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of this Tariff, suspends or terminates Service because of nonpayment of bills due to the Company, unlawful or improper use of facilities or Service, or any other reason covered by this Tariff. No allowance shall be made for interruption due to electric power failure.

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2.8 **Payment Arrangements.**

2.8.1 **Payment.** The Customer is responsible for the payment of all charges for facilities, equipment and Services furnished by the Company to the Customer and to all Users and End Users authorized by the Customer, and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

2.8.2 **Billing and Collection of Charges.**

A. All Customer bills are due and payable on or before the due date provided on the bill. If the Company receives any portion of the payment due more than seven (7) days after the due date, or if it receives any portion of the payment in funds that are not immediately available, the Company may assess a late payment penalty and proceed with collection activities, at its sole discretion.

B. If the Customer does not notify the Company of an objection within three (3) months after the date of the bill, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer.

C. If the bank returns a check that has been presented by the Customer to the Company for payment, the Customer shall be responsible for the payment of a Returned Check Charge in an amount up to \$20.00.

2.8.3 **Disputed Bills.** Customer shall contact the Company at the address, telephone number, or e-mail address provided on the bill with any questions, complaints or disputes relating to charges appearing on the Customer's bill.

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2.8.4 **Late Payment Charges.**

- A. Customer bills are due on the due date specified on the bill. A Customer is in default if the Customer fails to make payment on or before the due date specified on the bill. If the Company does not receive such payment by the Customer's next billing date, the Company may apply a late payment charge of 1.5% to all uncollected amounts previously billed under this Tariff, excluding one month's Service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to final accounts.

2.8.5 **Suspension or Termination of Service for Nonpayment.**

- A. If payment is not received within thirty (30) days of the due date, a disconnect notice will be sent to the Customer. The Company will provide the Customer with written notice via first class U.S. Mail stating the reason for discontinuance and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. The Company will send bills to the Customer no later than six (6) business days after the date appearing on the bill.
- B. After issuing the written notification in accordance with Section 2.8.5(A), the Company shall make at least one attempt during non-working hours to contact Customer by telephone before the scheduled date of suspension/termination.

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- C. The Customer will be allowed at least five (5) days' written notice via first class U.S. Mail that disconnection will take place within five (5) days, excluding Sundays and holidays, and the Customer will be given an opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which the Company is not prepared to accept payment of the amount due and to reconnect service.

2.8.6 **Exceptions to Suspension and Termination for Nonpayment.** Service shall not be suspended or terminated for:

- A. Nonpayment for Service for which Company has not rendered a bill;
- B. Nonpayment for Service that Company has not rendered;
- C. Nonpayment of any billed charge that is in dispute during the period before a determination of the dispute is made by the Company in accordance with the Company's complaint handling procedures; or
- D. Nonpayment of backbilled amounts as outlined in Section 2.11 herein.

2.8.7 **Deferred Payment Agreements.**

- A. Service will not be suspended or terminated unless the Customer has been offered a deferred payment arrangement (DPA). The final notice of suspension/termination will advise the Customer of the DPA(s) and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six (6) days before

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termination of Service. Any DPA will be for a period agreed to by both the Company and the Customer.

- B. If the Company believes that the Customer has the resources to pay the bill, it shall notify both the Customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A Customer with medical emergencies or a Customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

- 2.9 **Advance Payments.** To safeguard its interests, the Company may require a Customer to make an advance payment before Service and facilities are furnished. The advance payment will not exceed an amount equal to two months of estimated monthly recurring 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 nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.
- 2.10 **Taxes and Other Charges.** The Customer is responsible for payment of any Federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Service by governmental jurisdictions, other than taxes imposed generally on the Company's net income.
- 2.11 **Backbilling.** The Company shall not charge Customers for previously unbilled Service or adjust upward a bill previously rendered when the period for the unbilled Service or billing adjustment is more than twenty-four (24) months prior to the mailing of the bill or the upward adjustment unless the conduct of the Customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the Customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the Customer that suspension and termination of Service will not occur in response to charges billed

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in excess of six (6) months after the Service was provided. The Customer and Company may agree to an installment plan that permits payment of the charges on a schedule equal in time to the length of the backbilling period.

2.12 **Termination For Cause Other Than Nonpayment.**

2.12.1 **General.** The Company, after providing to Customer written notice and an appropriate opportunity to respond to such notice, may terminate Service and sever the connection(s) from the Customer's premises under the following conditions:

- A. In the event of prohibited, unlawful or improper use of the facilities or Service, or any other violation by the Customer of this Tariff or the rules and regulations governing the facilities and Service; or
- B. If, in the judgment of the Company, any use of the facilities or Service by the Customer may adversely affect the Company's personnel, plant, property or Service. The Company shall have the right to take immediate action, including termination of the Service and severing of the connection, without notice to the Customer when injury or damage to personnel, plant, property or Service is occurring, or is likely to occur; or
- C. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or Service received from the Company; or
- D. If Company provides Service to a Customer who is indebted to the Company for Service or facilities previously furnished, the Company may terminate Service unless the Customer satisfies the indebtedness within twenty (20) days after written notification. See Section 2.8.7 regarding Deferred Payment Agreements.

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2.12.2 **Prohibited, Unlawful or Improper Use of Facilities or Service.**
Prohibited, unlawful or improper use of the facilities or Service includes, but is not limited to:

- A. The use of facilities or Service of the Company without payment of Tariff charges;
- B. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- C. The use of profane or obscene language;
- D. The use of the Service in a manner such that it interferes with the Service of other Customers or prevents them from making or receiving calls;
- E. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the Service; or
- F. Permitting fraudulent use.

2.12.3 **Abandonment or Unauthorized Use of Facilities.**

- A. If Company determines that facilities have been abandoned, are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate the Service.
- B. Company may suspend or terminate Service for abandonment or unauthorized use only after the Company makes a reasonable attempt to determine occupancy or authorized use or the Customer takes reasonable steps to prevent unauthorized use. Company will

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send to Customer a notice five (5) days before such suspension or termination. The notification requirement does not apply if the Post Office has returned previous mailings or the Company is advised that a new Customer has moved into the location.

C. In the event that Service is terminated for abandonment of facilities or unauthorized use and Service is subsequently restored to the same Customer at the same location:

1. No charge shall apply for the period during which Service has been terminated; and
2. Reconnection charges will apply when Service is restored. However, no charge shall be made for reconnection if the Service was terminated due to an error on the part of the Company.

2.12.4 **Change in the Company's Ability to Secure Access.** Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary facilities and equipment, or (b) to secure and retain suitable space for its plant and facilities in the building where Service is provided to the Customer may require termination of a Customer's Service until new arrangements can be made. Under such circumstances, no charges will be assessed the Customer while Service is terminated, and no connection charges will apply when Service is restored.

2.12.5 **Emergency Termination of Service.** The Company will immediately terminate the Service of any Customer, on request, when the Customer has reasonable belief that the Service is being used by an unauthorized person or persons. The Company may require that the Customer submit written documentation of the request if the request is made by telephone.

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2.13 **Use of Customer's Service by Others.**

2.13.1 **Customers and Authorized Users.** The Service provided hereunder are provided solely for the use of the Customer and authorized Users and End Users, except for occasional use of such Services by visitors and other invitees. Customers may not resell such Service to a third party for any form of compensation.

2.13.2 **Transfers and Assignments.** Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Transfer of all or a portion of a Customer's account, the Service or the Company's equipment by the Customer to any other person or entity, or to a new residence or other location, is prohibited.

2.14 **Cancellation of Service.** If a Customer cancels a service order or terminates Service before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Section 2.7), the Customer agrees to pay to the Company:

- A. all nonrecurring charges as specified in this Tariff, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- C. all recurring charges specified in this Tariff for the balance of the then-current term on a pro-rated basis.

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2.15 **Notices and Communications.** All notices or other communications required to be given pursuant to this Tariff will be delivered via e-mail and first-class mail. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.16 **Special Construction and Special Arrangements.**

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

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

- Nonrecurring charges,
- Recurring charges,

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- Termination liabilities, or
- Combinations thereof.

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

2.16.3 **Termination Liability**. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

2.17 **Individual Case Basis Arrangements**. Rates for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for services that vary from tariffed arrangements. Rates quoted in response to such requests may be different from those specified for Service in this Tariff. The Company will offer ICB rates to Customers in writing and will make such rates available to similarly situated Customers.

2.18 **Dual Party Relay Service**.

2.18.1 **General**. The Company will provide access to a telephone relay center for Dual Party Relay Service. The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service may be reached by dialing a toll free number or an abbreviated dialing code. Specific toll free numbers and abbreviated dialing codes have been designated for both impaired and non-impaired Customers to use.

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2.18.2 **Regulations.**

- A. Only intrastate calls may be completed using the Relay Service under the term and conditions of this Tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within STATE. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in the Relay Service.
- D. The following calls may not be placed through the Relay Service:
 - 1. Calls to informational recordings and group bridging service;
 - 2. Calls to time or weather recorded messages;
 - 3. Station sent paid calls from coin telephones; and
 - 4. Operator-handled conference service and other teleconference calls.

2.18.3 **Liability.** The Company contracts with an outside provider for the provision of the Relay Service. The outside provider has complete control over the provision of the Relay Service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the Relay Service, agrees to release,

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defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the Customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the Customers or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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3. **SERVICE DESCRIPTION.**

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

3.2 **Transmission Service and Facilities.** The Company provides facilities-based intrastate Interexchange Telecommunications Service and facilities, including private line services and network and transmission services, designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. Such Customer contracts shall be filed under seal with the Commission. All requesting Customers shall have non-discriminatory access to ICB Services and facilities at nondiscriminatory rates.

3.3 **Interactive Broadband Services (“IBS Services”).** Service is offered via the Company’s Facilities for the transmission of one-way and two-way communications, unless otherwise noted..

3.3.1 The IBS Services include the following features:

- A. Full Motion Video Conferencing with Audio Subcarriers.
- B. 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.
- C. 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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- D. Internet distribution from non-Company 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.

3.3.2 **Optional Services.**

- A. Additional User site on same premises as primary User site.
- B. Conference connections to outside interactive source.

3.4 **Description of IBS Services.**

3.4.1 **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:

- A. 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 time.
- B. 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.

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- C. 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 site on jacks in a cabinet on wall space provided at each site by the User.
- D. 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.

- E. The Full Motion Video Conferencing Service demarcation will comply with the NTSC baseband specification at the following levels:

VIDEO:

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

AUDIO:

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

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

3.4.2 **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 10/100 or 1000Base AUJ 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 1000 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 10/100 or 1000Base
Connector: Female DB-15 (10/100 or 1000Base)

ADDRESS FILTER:

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)

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

- 3.4.3 **Internet Distribution from non-Company 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 MoPSC.

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.

- 3.4.4 **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 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 and 550 MHz. The Remote Network Transceiver converts standard Ethernet for connection via optical wavelength transmission to and from the primary network location. The technical specifications for the broadband modem is shown on **Exhibit B** attached hereto.

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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.

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

3.4.5 **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:

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

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The Router provides IP access throughout the WAN based upon the IP addressing of the packets while providing simultaneous, transparent bridging 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.

3.4.6 **Optional Services.** The Company shall offer the following Optional Services:

- A. **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.
- B. **Ethernet Upgrade.** The Company will offer scalable Ethernet aggregate capacity upon payment of appropriate charges and fees to be established by the Company.
- C. **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.

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

3.6 **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.

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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.

3.7 **Rates and Charges.** IBS Services Customers and Incidental Users will be charged applicable Non-Recurring Charges, Recurring Charges and/or usage charges.

3.8 **Schools and Libraries Discount Program.**

3.8.1 **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 FCC 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.*

In accordance with the rules, 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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3.8.2 **Regulations.**

A. Obligation of eligible schools and libraries:

1. 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.
2. 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.
3. Services requested will be used for educational purposes.
4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

B. Obligations of the Company:

1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications Services contained in this Tariff.
 2. 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 prices).
 3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this Tariff, where specific flexible pricing arrangements are allowed.
-

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4. **RATES.**

4.1 **Rates.**

4.1.1 **Service Connection and Related Charges.**

A. **General.**

1. Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this Tariff.
2. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
3. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.

B. **Rates and Charges.**

Nonrecurring Service Connection Charge \$100

- 4.1.2 **ICB Charges.** ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or part of the Company's normal service offerings. ICB rates for similarly situated

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Customers shall be offered on a fair, equitable and nondiscriminatory basis.

- 4.2 **Promotional Offerings.** Subject to the approval of the Commission, the Company may from time to time elect to offer temporary promotional programs that shall waive, for a specified period of time not to exceed six (6) months, in whole or in part (1) any installation fee and/or (2) any recurring or nonrecurring fees for any Services other than intrastate toll service to introduce present or potential Customers to a service not previously received by the Customer.
- 4.3 **Employee Rates.** The Company may offer special rates or rate packages to its employees or employees of its affiliates.

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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.

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

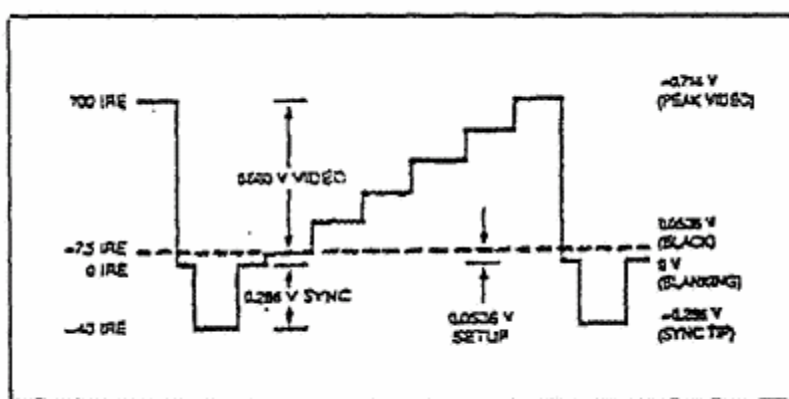


Figure 6. NTSC video levels (with setup).

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EXHIBIT "B"

AZOX BROADBAND MODEM

Technical Specifications

Power Requirements : 17 Volts AC/DC 15VA	Controls
Size (inches) : 7.5W x 9.5L x 1.0H	Store : Push button
Weight : 4 Lbs	TX power : Rotary
Temperature Range : 0 to 70oC	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 DTMF
Channel Spacing : 50 KHz	Format : Digital
Number of Channels : 600	Bandwidth : 300-3,000Hz
Frequency offset : 192.25 MHz	Input + 192.25 = Output
Frequency Stability : 2 ppm	Display : 6
Termination : 75 ohms	3 digit LED
Standard Channels : T10 to 2	
Signal modulation : PSK	Connectors
Transmit Power : 40/25 dBmV	Power : Axial 2 pin
Spurious Products : >45dB	RF : T type T/M
Input Range : -5/-25 dBmV	Telephone : RJ11
Transmitter disable : >70 dB	
Spurious Rejection : >50 dB	

ALTERNATIVE CATV CHANNEL ALLOCATIONS ARE AVAILABLE ON APPLICATION

Compliance : FCC Part 15J class A, EN55022, VDE0471, 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 HB4 OLE Tele : 081-573-0303 Fax : 081-569-1515

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