

EXCHANGE SERVICE

Mercury Voice and Data, LLC
d/b/a Suddenlink Communications

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2. GENERAL REGULATIONS

2.10. SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (CONT'D)

2.10.2 BASIS FOR CHARGES

Where the Company furnishes a facility or service on a construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include;

- Nonrecurring charges;
- Monthly rates;
- 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.

2.10.3 BASIS FOR COST COMPUTATION

The costs referred to in Section 2.10.2, preceding, may include one or more of the following items to the extent they are applicable.

- A. Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
- Equipment and materials provided or used;
 - Engineering, labor and supervision;
 - Transportation;
 - Rights of way; and
 - Any other item chargeable to the capital account.

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2. GENERAL REGULATIONS

2.10. SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

2.10.3 BASIS FOR COST COMPUTATION (CONT'D)

- B. Annual charges including the following:
- Cost of maintenance;
 - Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
 - Administration, taxes and uncollectable revenue on the basis of reasonable average;
 - Costs for these items;
 - Any other identifiable costs related to the facilities provided; and
 - An amount for return and contingencies.

2.10.4 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.

- A. The maximum termination liability is equal to the total cost of the special facility as determined in Section 2.10.3, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.
- B. The maximum termination liability as determined in paragraph A. shall be divided by the term of service contracted for by the customer (rounded up to the next whole number of months) to determine the monthly liability. The customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six percent, plus applicable taxes. In addition, the customer shall also be liable for any third-party, off network, fees, charges or assessments imposed upon the Company by third-party provider in connection with the requested service.

Issued: October 4, 2013

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3. EXCHANGE SERVICES

3.2 SERVICE CONNECTION AND LINE ACTIVATION CHARGES

3.2.1 GENERAL

- A. Nonrecurring charges apply to customer requests for connecting, moving or changing service. They are in addition to any other scheduled rates and charges that would normally apply under this Tariff.
- B. Charges for the connection, move or change of service will 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 upon the additional cost involved, as set forth in Section 3.3.6 or 3.3.7, following.
- C. All changes in location of the customer's service from one premises to another, except as otherwise provided in this Section, are treated as new service connections with the appropriate Service Charges applying.
- D. The Company may from time to time waive or reduce the nonrecurring charge, at its discretion, including as part of a promotion.

3.2.2 DESCRIPTION OF CHARGES

- A. A Service Connection Charge or Line Activation Charge applies when a customer requests establishment of new service. The requirement to install certain facilities or equipment, or the presence of such facilities or equipment, will determine whether the Service Connection Charge or the Line Activation Charge will apply.
- B. The Service Connection Charge applies per occurrence for the initial or subsequent installation of broadband facilities and equipment, and to any change of location of such facilities and equipment.
- C. The Primary Line Activation Charge applies per occurrence where existing broadband facilities and equipment (with sufficient capacity to meet the activation requirement) are available. Where existing facilities are not available, a Service Connection Charge applies in lieu of the Primary Line Activation Charge.

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3.2. SERVICE CONNECTION AND LINE ACTIVATION CHARGES

3.2.2. DESCRIPTION OF CHARGES (CONT'D)

- D. The Additional Line Activation Charge applies per occurrence for additional lines where existing broadband facilities and equipment (with sufficient capacity to meet the activation requirement) are available. Where existing facilities are not available, a Service Connection Charge applies. The Line Activation Charge will be waived if the Service Connection Charge or Primary Line Activation Charge applies.

- E. The Service Dispatch Charge applies for any subsequent request to add or modify facilities after initial installation.

3.2.3 RATES AND CHARGES

	NONRECURRING CHARGE
• Service Connection	
- Business	ICB
• Primary Line Activation	
- Business	ICB
• Additional Line Activation	
- Business	ICB
• Service Dispatch (subsequent to initial installation)	
- Business	ICB

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3.3 MISCELLANEOUS NONRECURRING CHARGES

3.3.1 TERMS AND CONDITIONS

- A. A Nonrecurring Charge applies to the following:
- The installation of new service.
 - The transfer of an existing service to a different location.
 - A change from one class of service to another at the same or a different location.
 - Restoral of service after suspension or termination for nonpayment.
- B. No Nonrecurring Charge applies for:
- A change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase if a lower grade of service is offered in the customer's exchange.
 - Complete termination of service.
- C. The Company may from time to time waive or reduce the nonrecurring charge as part of a promotion.
- D. Nonrecurring charges are listed with each service in this Tariff to which they apply.

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3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

3.3.2 CHANGE OF RESPONSIBILITY

A. Terms and Conditions

When acceptable to the Company, an applicant may supersede exchange service of a customer where an arrangement is made by the customer and the applicant to pay all outstanding charges against the service.

B. Rates and Charges

**NONRECURRING
CHARGE**

- Change of Responsibility
 - Business \$25.00

3.3.3 MOVES, ADDS AND CHANGES

A. Terms and Conditions

1. The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the nonrecurring charge for the underlying service will apply as if the work had been done by the Company.
2. The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add

The addition of service(s) to existing equipment and/or service(s) at one location.

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3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

3.3.3 MOVES, ADDS AND CHANGES (CONT'D)

Change

The rearrangement or reclassification of existing service at the same location.

B. Rates and Charges

**NONRECURRING
CHARGE**

1. Business

- Hunting Configuration Charge \$25.00
- Feature Add/Change/Remove \$25.00

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3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

3.3.4 CHANGE OF TELEPHONE NUMBER

A. Terms and Conditions

1. When a customer changes telephone numbers, the referral period for the disconnected number will be 180 days for business numbers.
2. The following nonrecurring charge applies to change a telephone number at the customers request. No charge applies to change the number due to annoyance calls or Company initiated number changes.

B. Rates and Charges

**NONRECURRING
CHARGE**

- Per Telephone Number Changed
- Business \$25.00

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3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

3.3.5 RESTORAL OF SERVICE

A. Terms and Conditions

1. A nonrecurring charge will be applied to reestablish service if service is interrupted due to nonpayment of exchange service, or other charges, but an order providing for complete disconnection has not been completed.
2. Once a disconnection order has been completed, service will be reestablished only upon the basis of a new application of service in addition to any charges for services due up to the date of suspension.
3. The following charge will be applied unless a charge for restoral of service is included in a specific service's section of this Tariff. Additionally, all charges up to the date of the suspension are due prior to restoral of service.

B. Rates and Charges

**NONRECURRING
CHARGE**

- Restoral of Service, each line
 - Business \$50.00

3.3.6 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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3. EXCHANGE SERVICES

3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

3.3.7 PREMISES VISIT

A. General

The customer has two conditions for a Company representative to visit his/her premises: 1) the customer may require installation of, or changes to, his/her premises wiring; or 2) may report trouble on the Company provided service.

B. Customer Initiated Work Visit

The customer may ask for an estimate or a firm bid before requesting a Company technician to perform work at the customer's premises. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time (measured in 1/2 hour increments) and materials charges incurred. When a firm bid is provided at the customer's request, the charge to be billed is the amount quoted to the customer for the work requested. Special Construction charges are specified elsewhere in the Company Tariff. The following rates apply during normal business hours. After normal business hours, the Company may charge a higher rate based on cost.

CHARGE

- Business, per visit Individual Case Basis ("ICB")
- Labor Rate, per hour ICB

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3.3. MISCELLANEOUS NONRECURRING CHARGES

3.3.7. PREMISES VISIT (CONT'D)

C. Trouble Report Visit

A maintenance visit charge may apply when a customer or authorized user requests the dispatch of the Company’s personnel for the purpose of isolation and/or repair of trouble. The Company’s responsibility for service extends from the serving office to the customer’s premises, ending in a Company-provided point of connection (e.g., protection block, Network Interface Device (NID), etc.). Where a NID exists, if the Company is able to test for dial tone and the problem proves to be beyond the NID (within a customer’s premises) a maintenance visit charge is applicable. In the event there is no NID and/or the Company is unable to test for dial tone, then no maintenance visit charge will be assessed. The following rates apply during normal business hours. After normal business hours, the Company may charge a higher rate based on cost.

	CHARGE
• Business, per visit	\$50.00

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3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

3.3.8 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

A. Description

Presubscription is an arrangement whereby an end user may select and designate to the Company an Inter/IntraLata Interexchange Carrier (IC) to access, without an access code, for long distance calls. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IC that orders Feature Group D Switched Access Service at the end office that serves the end user.

B. Regulations

Subsequent to the installation of Local Exchange Service, and after the end user's initial selection of a PIC, the following nonrecurring charge applies for any additional change in selection. This charge is billed to the end user which is the subscriber to the Local Exchange Service and applies only for changing to another IC which provides long distance service.

C. Charge

The following charge will apply each time the customer requests a change in their long distance carrier after the initial installation of service.

**NONRECURRING
CHARGE**

- Change in IC, Per Customer Request
- Business \$25.00

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3. EXCHANGE SERVICES

3.4 BASIC EXCHANGE SERVICE

3.4.1 GENERAL

A. Description

1. Basic Exchange Service provides a connection to the Company's switching network which enables the customer to:

- Place and receive calls from other access lines on the public switched telephone network;
- Access the Company's local calling service;
- Access the operator service and business office for service related assistance; access toll-free telecommunications services such as 800/888 NPA; and access 911 service for emergency calling;
- Access the service of providers of Interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800/888 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).
- Originate calls to the Telecommunications Relay Service (TRS) which enables hearing or speech-impaired persons using Telephone Devices for the Deaf (TDDs) or similar devices to communicate not using TDDs and vice versa. A customer will be able to access the state provider to complete such calls.

2. Exchange Access Line Characteristics

Each exchange access line corresponds to a single, flat rated analog, voice-grade channel that can be used to place or receive one call at a time. Characteristics of each line include:

- Terminal Interface.....2-wire
- Signaling TypeLoop Start
- Pulse Type.....Dual Tone Multi-Frequency (DTMF)
- Touch-Tone

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3. EXCHANGE SERVICES

3.4. BASIC EXCHANGE SERVICE

3.4.1. GENERAL (CONT'D)

B. Terms and Conditions

1. One nonrecurring charge applies to install one or more exchange access lines on the same order, at the same time.
2. Miscellaneous exchange services are available at additional rates and charges as specified in Section 3.5, following.
3. Calls to points within the local calling area are included in the monthly flat rate for service.
4. Business service is offered to customers at business locations only.

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3.4. BASIC EXCHANGE SERVICE (CONT'D)

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3. EXCHANGE SERVICES

3.4. BASIC EXCHANGE SERVICE (CONT'D)

3.4.3 BASIC EXCHANGE SERVICE

A. General

Basic Exchange Service is offered as a flat rated service allowing unlimited local calling with no usage charges. There will be no charge for incomplete or unanswered calls.

B. Basic Exchange Service Packages

1. One-Line Package includes:

- One exchange access line,
- One telephone number,
- The following Custom Calling features:
 - Call Forwarding
 - Call Return *69
 - Call Transfer
 - Call Waiting
 - Caller ID with Call Waiting
 - Custom Code Restriction
 - Custom Ring
 - Speed Dial 8 or 30
 - Three-Way Calling, and
- The following CLASS features:
 - Anonymous Call Rejection
 - Call Forward Selective
 - Call Screening
 - Caller ID Blocking
 - Caller ID
 - Customer Originated Trace
 - Distinctive Ring
 - Repeat Dialing *66

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3. EXCHANGE SERVICES

3.4. BASIC EXCHANGE SERVICE

3.4.3. BASIC EXCHANGE SERVICE

B. Basic Exchange Service Packages (Cont'd)

2. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE
• One-Line Package (each)	\$40.00	\$50.00

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3.4. BASIC EXCHANGE SERVICE

3.4.3. BASIC EXCHANGE SERVICE (CONT'D)

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3.4. BASIC EXCHANGE SERVICE

3.4.3. BASIC EXCHANGE SERVICE (CONT'D)

D. Local Only Offer

1. General

The Local Only Offer is provided as a stand-alone local offer not associated with a long distance service. The Local Only Offer is subject to monthly recurring charges on a per access line basis.

The Local Only Offer provides customers with a local access line, touch-tone service, and unlimited calling within the customer's local calling area. Optional features are available for an additional monthly charge, as specified in Section 3.5.2.

2. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE
- Local Only, each	\$30.00	\$50.00

E. Additional Lines

1. General

The customer may add additional access lines, up to a total of four lines per account. A monthly charge for each additional line will be assessed (per above).

2. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE
- Additional Lines, each	\$30.00	\$50.00

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3.4. BASIC EXCHANGE SERVICE (CONT'D)

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3.4. BASIC EXCHANGE SERVICE

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3.4. BASIC EXCHANGE SERVICE (CONT'D)

3.4.6 EXTENDED LOCAL CALLING

A. General

1. Extended Local Calling is available to calling to specified exchanges located outside of the customer's local service area for a flat monthly charge.
2. The charge for Extended Local Calling is in addition to the customer's local exchange service rates.
3. Extended Local Calling is provided in the following exchanges as specified below.

Exchange	Extended Local Calling Service Exchanges
TBD	TBD

(Company will mirror extended local calling scopes of ILECs in corresponding service areas.)

4. Rates and Charges

**MONTHLY
CHARGE**

Per Business Line	\$20.00
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3. EXCHANGE SERVICES

3.6 MISCELLANEOUS EXCHANGE SERVICES

3.6.1 OPERATOR SERVICES

A. Directory Assistance Service

1. Description

- a. Directory Assistance Service provides the calling party with telephone numbers available from the Company's contractor's Directory Assistance records and with notification that a customer has requested that the customer's number not be provided, or that the requested party has no telephone listing. Directory Assistance Service will be provided by a third party under contract with the Company and the rates and regulations governing the service are subject to changes instituted by the service provider.
- b. The Directory Assistance operator will provide telephone numbers or other information as described in a preceding for a maximum of three number requests per call.
- c. Charges specified in 3, following, apply to Directory Assistance Service furnished in Missouri by the Company within the Number Plan Area (NPA) served by the customer when the customer's calls exceeds the allowance specified in 2, following. It does not apply to directory assistance calls for points outside the NPA in which the caller is located.
- d. A customer who cannot use telephone directories because of physical or mental limitations may obtain an exemption from Directory Assistance Service charges. The exemption procedure is specified in 3.b, following.
- e. All calls to Directory Assistance Service will be billed directly to the Customer's account. No alternate billing options are applicable.

2. Call Allowances

A free call allowance per month for each line (not transferable), as set forth in 3.c, following, is provided for each end user Local Exchange access line.

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3.6. MISCELLANEOUS EXCHANGE SERVICES

3.6.1. OPERATOR SERVICES

A. Directory Assistance Service (Cont'd)

3. Charges

- a. Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for directory assistance information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.
- b. Charges do not apply for calls for Directory Assistance from users who have requested exemption for the Directory Assistance Charge because they are unable to use telephone directories due to physical or mental limitations. To obtain such exemption, the customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. Information contained on the exemption records shall be treated as confidential by the Company. A similar exemption from the Directory Assistance Call Completion service charge is also available to qualifying Customers. The customer shall notify the Company when the need for these exemptions no longer exists.
- c. Rates and Charges

CHARGE

- Business
 - Calls in excess of 3 per month, each \$5.00
 - Call Completion \$5.00
 - Operator completed call to 411, each \$5.00

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3.6. MISCELLANEOUS EXCHANGE SERVICES

3.6.1. OPERATOR SERVICES (CONT'D)

A. Directory Assistance Service (Cont'd)

4. Directory Assistance Credit

- a. A credit applies when the customer experiences poor transmission, is cut-off during the call, given an incorrect telephone number, or inadvertently dials an incorrect telephone number.
- b. To receive a credit, the customer must notify the Company Customer Care Center of the problem.

B. Local Operator Service

- 1. Operator services are provided by the Company for assistance to its Customers or authorized end users for the completion of certain types of calls as described herein and for emergency assistance.
- 2. Local calls may be completed or billed with live or mechanical assistance by the Company's operator center.
- 3. Non-emergency calls made to the Operator for the purpose of obtaining information or assistance not pertinent to call completion and prank calls may be billed the Station-to-Station charge as described below.

4. Rates and Charges

CHARGE

- Station-to-Station, per call
(Sent Paid, Collect, Third Number Billed,
and all other operator assistance)
- Business \$10.00

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3.6. MISCELLANEOUS EXCHANGE SERVICES

3.6.1. OPERATOR SERVICES (CONT'D)

C. Busy Verification and Interrupt Service

1. General

Upon request of a calling party, the Company will verify a busy condition on a called line where network capability is available. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will interrupt an existing call on the called line if the calling party indicates an emergency and requests interruption.

2. Rate Application

a. A Verification Charge will apply when:

- The operator verifies that the line is busy with a call in progress, or
- The operator verifies that the line is available for incoming calls.

If the customer requests that the operator connect him or her to the verified telephone number, the operator assistance charge in 3.5.4.B, preceding, applies. This charge does not cover completion of the call by the operator, if the customer requests, when the line is available.

b. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

c. No charge will apply when the calling party advises that the call is from an official public emergency agency.

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3.6. MISCELLANEOUS EXCHANGE SERVICES

3.6.1. OPERATOR SERVICES (CONT'D)

C. Busy Verification and Interrupt Service

3. Charges

CHARGE

- Verification, each request
 - Business \$10.00
- Verification with interrupt, each request
 - Business \$10.00

D. Operator Assisted Local Calls

1. Descriptions

The Operator Dialed Surcharge applies to Station-to-Station or Person-to-Person operator assisted calls where the operator dials the called number.

2. Terms and Conditions

- a. The following operator assisted calls are exempt from the Operator Dialed Surcharge:
- Calls to designated Company numbers for official Company business.
 - Emergency calls to authorized civil agencies.
 - Operator dialed calls to:
 - re-establish a call which has been interrupted due to a service failure;
 - establish a call where Company service problems prevent completion;
 - complete a call for a calling party who identifies that they are unable to dial a call due to a disability.

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3.6. MISCELLANEOUS EXCHANGE SERVICES

3.6.1. OPERATOR SERVICES (CONT'D)

D. Operator Assisted Local Calls

3. Charge

- Operator Dialed Surcharge, each request ^[1]

CHARGE

\$5.00

^[1] Operator Dialed Surcharge is applied in addition to any applicable Operator Assisted charges.

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3.6. MISCELLANEOUS EXCHANGE SERVICES (CONT'D)

3.6.2 LISTING SERVICES

A. Additional Listings

1. Description

A listing provided in addition to the main listing on a telephone service. Additional Listings may be used to help locate another individual in addition to the main listed person in a dual name listing.

2. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE
• Additional listing		
- Business	\$20.00	\$10.00

B. Foreign Listings

Customers may request a Foreign Listing, which is a listing entered in the alphabetical list of a directory other than that in which the customer is regularly listed.

1. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE
• Foreign listing		
- Business	\$20.00	\$10.00

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3.6. MISCELLANEOUS EXCHANGE SERVICES

3.6.2.. LISTING SERVICES (CONT'D)

C. Nonlisted Service

1. Description

At the request of the customer, any one or all of the customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

2. Terms and Conditions

The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Nonlisted Service.

3. Rates and Charges

	NONRECURRING CHARGE ^[1]	MONTHLY RATE
• Business	\$20.00	\$10.00

^[1] Nonrecurring Charge does not apply if ordered at the same time as the associated exchange access line.

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3. EXCHANGE SERVICES

3.6. MISCELLANEOUS EXCHANGE SERVICES

3.6.2. LISTING SERVICES (CONT'D)

D. Nonpublished Service

1. Description

- a. The telephone numbers of Nonpublished Service are not listed in the telephone directory or in the information records available to the general public.
- b. Nonpublished information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

2. Terms and Conditions

- a. Incoming calls to Nonpublished Service will be completed only when the calling party places the call by telephone number. The Company will adhere to this condition notwithstanding any claim made by the calling party.
- b. No liability for damages arising from publishing the telephone number of Nonpublished Service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Nonpublished Service.

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3. EXCHANGE SERVICES

3.6. MISCELLANEOUS EXCHANGE SERVICES

3.6.2. LISTING SERVICES (CONT'D)

D. Nonpublished Service (Cont'd)

- c. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a nonpublished telephone number upon request or by the publication of the number of a Nonpublished Service in the telephone directory or disclosing of such number to any person.

3. Lines Dedicated to Data Usage

The Customer may request that lines ordered solely for data usage (i.e., computers, fax machines, etc.) be non-published without charge where:

- such service is provided for the same customer at the same address as the customer's Company-provided primary service,
- the customer's primary listing is either published or the customer is paying a monthly recurring charge to have the primary listing non-published or non-listed, and
- the non-published directory assistance listing is in the customer's name.

4. Rates and Charge

	NONRECURRING CHARGE ^[1]	MONTHLY RATE
• Business	\$20.00	\$10.00

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3. EXCHANGE SERVICES

3.6. MISCELLANEOUS EXCHANGE SERVICES

3.6.2. LISTING SERVICES (CONT'D)

E. Extended Referral Service

1. Description

Upon disconnection of a line the customer may request an extended announcement referring the caller to the customer's new number for up to three months from the date of disconnect.

2. Rates and Charges

**NONRECURRING
CHARGE ^[1]**

- Business \$8.00

3.6.3 CALL BLOCKING

700/900/976 Blocking – This feature is provided by the Company as the default service option to restrict direct-dialed calls from the customer's access line to all 700, 900 and/or 976 service numbers.

^[1] Nonrecurring Charge does not apply if ordered at the same time as the associated exchange access line.

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5. SUPPLEMENTAL SERVICES

5.1 CUSTOMER REQUESTED SERVICE SUSPENSIONS

At the request of the customer, the Company will suspend incoming and outgoing service on the customer's access line for a period of not less than one month and not to exceed six months. The facilities are left in place and directory listings are continued during the suspension period. Service may not be suspended more than one time per year.

The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any other applicable monthly recurring charges are still due, without reduction during the period of suspension.

TIME PERIOD	SUSPENSION CHARGE
• Each Month or Fraction Thereof	[1]

[1] 50% of the regular Monthly Rates apply.

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6. EMERGENCY NUMBER SERVICE (911)

6.1 EMERGENCY SERVICES

6.1.1 BASIC 911

Allows customers to reach appropriate emergency services including police, fire and rescue.

6.1.2 ENHANCED 911

Allows customers to reach appropriate emergency services including police, fire and rescue. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the customer's address and telephone information will be provided to the E911 provider for display at the Public Service Answering Point (PSAP).

6.2 REGULATIONS

- A. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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6. EMERGENCY NUMBER SERVICE (911)

6.2. REGULATIONS (CONT'D)

- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on the existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

- E. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company from any infringement of 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 911. Service feature and the equipment associated therewith, or by any services furnished by the Company in connection therewith, 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 911 Service hereunder, and which arise out of the negligence or to the wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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6. EMERGENCY NUMBER SERVICE (911)

6.2. REGULATIONS (CONT'D)

- F. This service is offered solely as an aid in handling assistance calls in connection with fire, police, and other emergencies. The Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the customer or others, caused or claimed to have been caused by mistakes, omissions, interruptions, delay, error, or other defects in the provision of this service, or installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

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7. LOCAL INTERCONNECTION SERVICE

7.1 LOCAL INTERCONNECTION SERVICE

7.1.1 GENERAL

- A. Subject to the terms set forth in Section 7.1.4, following, this Tariff provides an overview of Local Interconnection Service (“LIS”) and the terms and conditions under which LIS is offered.
- B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company’s service area(s). To limit the real potential for stranded investment, recurring and nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- C. Upon receipt of a bona fide request for LIS from a Customer, the Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.
- D. LIS is available to Customers for resale to retail Subscribers.
- E. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol (“VoIP”) service. In addition, it is the Customer’s sole responsibility to comply with all applicable laws and regulatory requirements.
- F. LIS does not support “nomadic” VoIP services. As provided elsewhere in this Tariff, the Customer must provide its services to Subscribers at a fixed service address.
- G. The terms and conditions set forth in this Section are in addition to the terms and conditions found in the General Regulations section of this Tariff.

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7. LOCAL INTERCONNECTION SERVICE

7.2. LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.2 DEFINITIONS

- A. For purposes of this section 7, “Company” means an affiliate of Suddenlink Communications that is a Competitive Local Exchange Carrier (CLEC) certificated by the applicable state regulatory commission to offer telecommunications services in the state in which the Customer requests LIS.
- B. “Customer” means the provider of retail interconnected VoIP service, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.
- C. “Subscriber” means the interconnected VoIP end-user customer of the Customer.

7.1.3 DESCRIPTION OF SERVICE

- A. LIS provides a connection between a Customer’s facilities and the public switched telephone network, and related services described herein. In order to make use of the Company’s LIS, the Customer’s facilities must consist of an IP-based, broadband network that uses a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc. (CableLabs®). LIS does not support Customers providing services to Subscribers that operate using a different format.
- B. The IP-based, broadband connecting facility between Customer and Subscribers, the CMTS, the soft switch, the connecting facilities to the Company’s media gateway, and all customer premises equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex (“TDM”) protocol.
- C. LIS is available to Customers where suitable facilities exist, are technologically available, and are operationally and economically feasible.

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7. LOCAL INTERCONNECTION SERVICE

7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.3 DESCRIPTION OF SERVICE

- D. LIS provides standard 10-digit telephone numbers with associated two-way statewide local exchange telecommunications service to permit Customers to provide interconnected VoIP service to the Customer's Subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, telecommunications relay services (711), Toll, and Directory Listings. Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

7.1.4 USE OF SERVICE

- A. LIS is provided in accordance with the regulations and rates in this Tariff, applicable law, and the Company's agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Sections 7.1.8 and 7.1.9 of this Tariff.
- 1. The Customer shall, at its sole cost, be responsible for providing all equipment software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.

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7. LOCAL INTERCONNECTION SERVICE

7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.4. USE OF SERVICE (CONT'D)

- a. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI), destination called party number, Originating Line Information Parameter (“OLIP”) on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company’s reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.
- b. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide (“MSAG”).
- c. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.

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7. LOCAL INTERCONNECTION SERVICE

7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.4. USE OF SERVICE (CONT'D)

- d. Based on the Company Obligations, LIS service is limited to Subscribers physically located in areas served by the Company within the states/locations identified in Section 7.1.11. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. LIS under this Tariff is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. Any such arrangements must be separately identified and negotiated between the Company and the Customer and will be established, if at all, only on an "individual case basis."
- e. The Company and the Customer will conduct interoperability testing prior to the Customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.

7.1.5 TERM AND TERMINATION

- A. LIS is available for an initial term ("Term") of three years following execution of a contract or service order between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.
- B. In the event of early termination of service by the Customer before the expiration of the Term, the Company may assess a termination liability equal to 100% of all monthly recurring rates multiplied by the number of months left in the contract. Such early termination charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover costs associated with providing LIS.

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7. LOCAL INTERCONNECTION SERVICE

7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.5. TERM AND TERMINATION (CONT'D)

C. Discontinuance of Service for Cause.

1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
2. Upon Customer violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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7. LOCAL INTERCONNECTION SERVICE

7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.5. TERM AND TERMINATION (CONT'D)

C. Discontinuance of Service for Cause (Cont'd)

7. Upon the Company's discontinuance of service to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable.
8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

7.1.6 SUBSCRIBER ORDERS AND USAGE FORECASTS

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

EXCHANGE SERVICE

7. LOCAL INTERCONNECTION SERVICE

7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.7 LOCAL NUMBER PORTABILITY

- A. Porting In. As between the Company and the Customer, the Customer may act as the Company's agent in obtaining Subscriber requests to port a telephone number from a third party telecommunications provider to the Company so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21(m).

- B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.

7.1.8 EMERGENCY 911 SERVICE

- A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.

- B. The Customer shall ensure that a Subscriber does not use LIS from a location different from the Subscriber's address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.

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7. LOCAL INTERCONNECTION SERVICE

7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.8. EMERGENCY 911 SERVICE (CONT'D)

- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber location; (iv) during a loss of connectivity to the Subscriber location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.
- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.
- E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Section 7.1.8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.

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7. LOCAL INTERCONNECTION SERVICE

7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.8. EMERGENCY 911 SERVICE (CONT'D)

F. LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 7.1.9 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE 911 SERVICES.

7.1.9 LIMITATION OF LIABILITY

- A. Except as otherwise stated in this section, the 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, or use of these services or (2) the failure to furnish its service, whether caused by acts or omissions, shall be limited to the extension of allowances to the Customer for the amount of the cost of service during the outage.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 7.1.9.A, the Company shall not be liable to a Customer or Subscriber or any 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 limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service, except for willful neglect or willful misconduct.

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7. LOCAL INTERCONNECTION SERVICE

7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.9 LIMITATION OF LIABILITY (CONT'D)

- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to 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.
- D. The Company shall not be liable for any claims for loss or damages involving:
 - 1. Any act or omission of: (a) the Customer, (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 or warehousemen.
 - 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, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, fiber cuts, criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3. Any unlawful or unauthorized use of the Company's facilities and services;
 - 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 services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
 - 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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7. LOCAL INTERCONNECTION SERVICE

7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.9 LIMITATION OF LIABILITY (CONT'D)

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;
7. Defacement of or damage to Customer premises resulting from the furnishing of services 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 non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable.

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St. Louis, Missouri 63131

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EXCHANGE SERVICE

Mercury Voice and Data, LLC
d/b/a Suddenlink Communications

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7. LOCAL INTERCONNECTION SERVICE

7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.9. LIMITATION OF LIABILITY (CONT'D)

- E. The Company shall not be liable, for any claims, loss, demands, suits, expense, or other action or any liability whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or 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 equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall not be liable for any claims, loss, demands, suits, or other action, or any liability whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or 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 equipment or facilities or the service.
- G. 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. Such facilities are provided subject to such degree of protection or non-preemption as may be provided by the other entities.
- H. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any intentional or negligent act or omission of the Customer with respect to the services purchased under this Tariff, including the acts or omission of any subcontractor or any direct or indirect employees of a subcontractor of the Customer.

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7. LOCAL INTERCONNECTION SERVICE

7.1. LOCAL INTERCONNECTION SERVICE

7.1.9. LIMITATION OF LIABILITY (CONT'D)

- I. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees with regard to infringement of patents, trade secrets or copyrights arising from or in connection with Customer-provided facilities or services.

- J. 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.

7.1.10 DIRECTORY LISTINGS

- A. The Company will assist the Customer in the provision of Primary, Non-Published and Non-Listed Directory Services (as those services are described in section 3 of this tariff).

- B. The Company's liability, if any, for its gross negligence or willful misconduct in the provision of Directory Services is not limited by this Tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by (or other legal remedies available to) the Customer for damages associated with Directory Services, the Company's liability, if any, shall not exceed the monthly charges, if any, for the impacted Directory Services for the affected period.

- C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the Customer.

7.1.11 SERVICE TERRITORIES

Service is offered subject to the availability of suitable facilities within the Company's service territory.

EXCHANGE SERVICE

7. LOCAL INTERCONNECTION SERVICE

7.1. LOCAL INTERCONNECTION SERVICE

7.1.12 DESCRIPTION OF RATES AND CHARGES

- A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined service configurations will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- B. Charges for service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.
- C. Rates for International services associated with LIS are included in the Company's materials posted on the Company's website at <http://www.suddenlink.com/telephone/international.php>.
- D. Add or Change Charge – The customer will be assessed a charge, on an ICB basis, for any add or change of a Company service as defined below.

Add – The addition of service(s) to existing equipment and/or service(s) at one location.

Change – The rearrangement or reclassification of existing service at the same location.

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7. LOCAL INTERCONNECTION SERVICE

7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.13 RATES AND CHARGES

	NONRECURRING CHARGE
1. Local Interconnection Service	ICB
	MONTHLY RATE
2. Local Interconnection Port	
Per-T-1	ICB
All Other Bandwidths	ICB
3. Local Interconnection Service	[1]

[1] The monthly rate for LIS is a function of a combination of market-specific cost considerations as well as customer-determined factors including service capacity, length of contract term, optional features, and maintenance and security considerations. See 7.1.12.A preceding for additional information.