Bright House Networks Information Services (Florida), LLC

Regulations and Schedule of Intrastate Charges
Applying to Local Telecommunications Service
Within the State of Florida
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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services by Bright House Networks Information Services (Florida), LLC, hereinafter referred to as the Company, to business Customers within the State of Florida.
SECTION 1 - DEFINITIONS

**Authorized User** - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this tariff.

**Available Usage Balance** - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

**Business Service** - A switched network service that provides for dial station communications that is described as a business or commercial rate.

**Business Customer** - A Business Customer is a Customer who subscribes to the Company’s Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

**Company** - Used throughout this tariff to refer to Bright House Networks Information Services (Florida), LLC unless otherwise clearly indicated by the context.

**Customer** – See Business Customer.

**Debit Account** - An account which consists of a pre-paid usage balance depleted on a real time basis during each Debit Service Call.

**End User** - Any person, firm, corporation, partnership, governmental agency or other entity including affiliates or divisions of any corporation, partnership or governmental agency or other entity which uses the retail services of the Company or another carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Holidays** - For the purposes of this tariff recognized holidays are New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.


**Personal Account Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

**Renewal** - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.
SECTION 1 - DEFINITIONS, CONT'D.

Switched Access - A service by which the Company establishes originating or terminating connections between an Customer and an interexchange carrier by means of switching or routing on a Call-by-Call basis
SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with the provision of access to the public switched network and usage for the transmission of high quality, 2-way interactive switched voice or data communications between points within the State of Florida.

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

2.1.2 Shortage of Equipment or Facilities

(A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

(B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
SECTION 2 - REGULATIONS, (CONT’D.)

2.1 Undertaking of the Company, (Cont’d.)

2.1.3 Terms and Conditions

(A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

(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) At the expiration of the initial term specified in a service order or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
2.1 Undertaking of the Company, (Cont’d.)

2.1.3 Terms and Conditions, (Cont’d.)

(D) Service may be terminated upon written notice to the Customer if:

(1) the Customer is using the service in violation of this tariff; or

(2) the Customer is using the service in violation of the law.

(E) This tariff shall be interpreted and governed by the laws of the State of Florida regardless of its choice of laws provision.

(F) No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services from a third party in order to have the right to obtain service directly from the Company.
SECTION 2 - REGULATIONS, (CONT’D.)

2.1 Undertaking of the Company, (Cont’d.)

2.1.4 Liability of the Company

(A) The liability of the Company for damages arising out of 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 arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.5. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

(B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or any state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the company’s employees.
SECTION 2 - REGULATIONS, (CONT’D.)

2.1 Undertaking of the Company, (Cont’d.)

2.1.4 Liability of the Company, (Cont’d.)

(C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company’s Customers facilities or equipment used for or with the services the Company offers.

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

(E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.
SECTION 2 - REGULATIONS, (CONT’D.)

2.1 Undertaking of the Company, (Cont’d.)

2.1.4 Liability of the Company, (Cont’d.)

(F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

(G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

(H) The Company is not 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.

(J) The Company is not liable for 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, due to any failure of service functionality or interruption of electric service to Customer's premises;

(K) The Company is not liable for 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, 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 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 them.
SECTION 2 - REGULATIONS, (CONT’D.)

2.1 Undertaking of the Company, (Cont’d.)

2.1.4 Liability of the Company, (Cont’d.)

(L) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED IN FACT OR BY OPERATION OF LAW, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.5 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.

The Company will perform adequate scheduling so as to provide service to a Customer at a mutually agreed upon time.
SECTION 2 - REGULATIONS, (CONT’D.)

2.1 Undertaking of the Company, (Cont’d.)

2.1.6 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 availability by any such date and shall not be liable for any delays in commencing service to any Customer.

(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 reasonable times, but shall not thereby alter the technical parameters of the service provided the Customer.

(D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
SECTION 2 - REGULATIONS, (CONT’D.)

2.1 Undertaking of the Company, (Cont’d.)

2.1.6 Provision of Equipment and Facilities, (Cont’d.)

(E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

(F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to 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.
SECTION 2 - REGULATIONS, (CONT’D.)

2.1 Undertaking of the Company, (Cont’d.)

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.
SECTION 2 - REGULATIONS, (CONT’D.)

2.1 Undertaking of the Company, (Cont’d.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

(A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;

(B) of a type other than that which the Company would normally utilize in the furnishing of its services;

(C) over a route other than that which the Company would normally utilize in the furnishing of its services;

(D) in a quantity greater than that which the Company would normally construct;

(E) on an expedited basis;

(F) on a temporary basis until permanent facilities are available;

(G) involving abnormal costs; or

(H) in advance of its normal construction.

The Company shall not be obliged to perform any special construction until the Customer has agreed to charges and other terms and conditions associated with the special construction proposed by the Company.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.
SECTION 2 - REGULATIONS, (CONT’D.)

2.2 Prohibited Uses

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

2.2.2 Intentionally left blank.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4 A Customer 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 regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.
SECTION 2 - REGULATIONS, (CONT’D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

(A) the payment of all applicable charges pursuant to this tariff;

(B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

(C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
2.3 Obligations of the Customer, (Cont’d.)

2.3.1 General, (Cont’d.)

(D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of the Company’s transmission facilities, such as fiber optic or coaxial cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). 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 the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

(E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
2.3 Obligations of the Customer, (Cont’d.)

2.3.1 General, (Cont’d.)

(F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

(G) not creating any liens or other encumbrances on the Company's equipment or facilities; and

(H) making Company 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.
SECTION 2 - REGULATIONS, (CONT’D.)

2.3 Obligations of the Customer, (Cont’d.)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

(A) any loss, destruction or damage to the property of the Company or any third party, or 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, its employees, agents, representatives or invitees; or

(B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.
SECTION 2 - REGULATIONS, (CONT’D.)

2.4 Customer Equipment and Channels - Business Customers

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this tariff.

2.4.2 Station Equipment

(A) Terminal equipment on the Business User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Business User. The Business User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

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

2.4 Customer Equipment and Channels - Business Customers, (Cont’d.)

2.4.3 Interconnection of Facilities

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

(B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.

(C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall comply with all applicable federal and state legal and regulatory requirements; and all User-provided wiring shall be installed and maintained in compliance with all such legal and regulatory requirements.

(D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined below:

In addition to the term “End User” as defined in Section 1 of this Tariff, any Customer of an interstate or foreign telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an “End User” when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an “end user” if all resale transmissions offered by such reseller originate on the premises of such reseller.”
SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels - Business Customers, (Cont’d.)

2.4.4 Inspections

   (A) Upon suitable notification to the Business Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Business Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

   (B) 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, and personnel. The Company will notify the Business Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Business Customer must take this corrective action and notify the Company of the action taken. If the Business 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 and personnel from harm.
SECTION 2 - REGULATIONS, (CONT’D.)

2.5 Payment Arrangements

2.5.1 Nondiscriminatory Service

The Company will not discriminate against nor penalize a Customer for exercising a right granted under this section or under applicable law. The Company will provide all services described under this tariff in compliance with the following:

(A) The Company will not make a statement or representation, including an omission of material information, regarding the rates, terms, or conditions of providing a local exchange service that is false, misleading, or deceptive.

(B) The Company will not charge a Customer for a subscribed service for which the Customer did not make an initial affirmative order. Failure to refuse an offered or proposed service is not an affirmative order for the service.

(C) If a Customer cancels a service, the Company will not charge the Customer for service provided after the effective date that the service was canceled.
2.5 Payment Arrangements, (Cont’d.)

2.5.2 Payment for Service

(A) Facilities and Service Charges

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

(B) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of the Company’s services.
SECTION 2 - REGULATIONS, (CONT’D.)

2.5 Payment Arrangements, (Cont’d.)

2.5.3 Billing and Collection of Charges, (Cont’d.)

(A) The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly.

(B) Non-recurring charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.

(C) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.

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

(E) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

(F) If service is disconnected by the Company in accordance with Section 2.5.6 and later restored, restoration of service will be subject to all applicable restoration and installation charges.
SECTION 2 - REGULATIONS, (CONT’D.)

2.5  Payment Arrangements, (Cont’d.)

2.5.3  Billing and Collection of Charges, (Cont’d.)

(G)  The date of rendition of the Company’s bill for local exchange service shall be the date of physical mailing of the bill by the Company or, if bills are provided via email or other electronic means, the date on which the Customer is notified electronically that a bill has been rendered. If the last calendar day for remittance falls upon a Sunday, legal holiday, or any other days when the offices of the provider regularly used for the receipt of payment of Customer bills are not open to the general public, then the final payment date shall be extended through the next business day. The date of payment of remittance by mail is 2 days before receipt of the remittance.

(H)  [Reserved for Future Use]

(I)  Not later than 30 days after the completion of an order for new service or a change in existing service that results in a billing change, the Company shall send to the Customer a written itemized statement of the services ordered, including all associated charges.

(J)  A Customer shall have the right, within 1 billing period of receiving a bill for new services or changed services, to cancel, reduce, or modify a service or a portion of a service without further service charge.
SECTION 2 - REGULATIONS, (CONT’D.)

2.5 Payment Arrangements, (Cont’d.)

2.5.4 Advance Payments

The Company may require the prepayment of 1 billing period's charges for local exchange service as a condition of service. Where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (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. An advance payment may be required in addition to a deposit.
SECTION 2 - REGULATIONS, (CONT’D.)

2.5 Payment Arrangements, (Cont’d.)

2.5.5 Deposits

(A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges, except as stated in (E) below. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit for local exchange service will not exceed $150.00 per access line.

(B) A deposit may be required in addition to an advance payment.

(C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

(D) [intentionally left blank]

(E) The Company will not require a cash deposit or other guarantee as a condition of obtaining local exchange service, unless the prospective Customer refuses to produce identification that can be readily and inexpensively verified or if the prospective Customer has a history of payment default within the past 60 months for telecommunication services or other service offered by the Company.

(F) [intentionally left blank]
SECTION 2 - REGULATIONS, (CONT’D.)

2.5 Payment Arrangements, (Cont’d.)

2.5.6 Discontinuance of Service

(A) Upon nonpayment of any amounts owing to the Company, the Company may, by providing prior written notice to the Business Customer, discontinue or suspend service without incurring any liability.

(B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Business Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

(C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Business Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Business Customer, may discontinue or suspend service without incurring any liability.

(D) Upon the Business 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.

(E) 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 to Business Customers without incurring any liability.

(F) In the event of fraudulent use of the Company's network by Business Customers, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

(G) Upon the Company's discontinuance of service to the Customer under Section 2.5.6(A) or 2.5.6(B), 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 that 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.
SECTION 2 - REGULATIONS, (CONT’D.)

2.5 Payment Arrangements, (Cont’d.)

2.5.7 Cancellation of Application for Service

(A) When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

(B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.

(C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, maintenance, taxes, and any other costs associated with the special construction or arrangements.

(D) The special charges described in 2.5.7(A) through 2.5.7(C) will be calculated and applied on a case-by-case basis.

2.5.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.
SECTION 2 - REGULATIONS, (CONT’D.)

2.6 Allowances for Interruptions in Service

Interruptions in service that are not caused by the Customer, or during which the Company does not provide a satisfactory replacement service, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

(A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins from the time the Customer’s service is reported or is found to be out of service. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

(B) For calculating credit allowances, every month is considered to have 720 hours. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
SECTION 2 - REGULATIONS, (CONT’D.)

2.6 Allowances for Interruptions in Service, (Cont’d.)

2.6.1 Credit for Interruptions, (Cont’d.)

(C) (Cont'd)

Over 24 Hours. If a Customer's service is reported or is found to be out of service and remains out of service for more than 24 hours, then 1 of the following adjustments shall be made to the Customer's bill in the next billing period in which it is practicable to do so:

(1) If the duration of the outage is less than 5 days of a month, then the appropriate credit shall be the prorated amount of the Customer's monthly service rate.

(2) If the duration of the outage is 5 days or longer, then the appropriate credit is the credit owed pursuant to 2.6.1(C)(1) for the first 4 days of the outage plus an additional $5.00 per day for the fifth day and each subsequent day of the outage, up to the amount of the Customer's monthly service rate.

(3) A credit adjustment will not be made if the outage is caused by the Customer or if a satisfactory replacement Service is provided to the Customer. Should the Customer elect to use an alternative Service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative Service.
SECTION 2 - REGULATIONS, (CONT’D.)

2.6 Allowances for Interruptions in Service, (Cont’d.)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

(A) interruptions due to the cause of, negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, or joint user;

(B) interruptions of service during any period in which the Company is not given full and free access by the Customer to its facilities and equipment for the purpose of investigating and correcting interruptions;

(C) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(D) 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

(E) interruption of service during a time period in which the Company provides a satisfactory replacement service.
SECTION 2 - REGULATIONS, (CONT’D.)

2.6 Allowances for Interruptions in Service, (Cont’d.)

2.6.3 Cancellation for Service Interruption

Cancellation or termination of service by Business Customers due to service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.
SECTION 2 - REGULATIONS, (CONT’D.)

2.7 Restoration of Service

2.7.1 Business Service Restoration

When a Business Customer’s Local Exchange Service has been shut-off in accordance with this Tariff, Service will be restored only upon the basis of the Business Customer completing a new application for Service and qualifying for Service as if it were a new Business Customer.
SECTION 2 - REGULATIONS, (CONT’D.)

2.8 [Reserved for Future Use]

2.9 Cancellation of Service

If a Business Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Business Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.3.

The Business Customer's termination liability for cancellation of service shall be equal to:

(A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Business Customer; plus

(B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Business Customer; plus

(C) all Recurring Charges specified in the applicable Service Order Tariff incurred prior to disconnection, cancellation or termination; minus

(D) a reasonable allowance for costs avoided by the Company as a direct result of the Business Customer's cancellation.
SECTION 2 - REGULATIONS, (CONT’D.)

2.10 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; or

(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.

2.11 Notices and Communications

(A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

(B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

(C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

(D) 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.

(E) The Company and the Customer may agree that notices and communications required to be in writing under this tariff may be sent via email or may be made available online for access by the Customer.
SECTION 2 - REGULATIONS, (CONT’D.)

2.12 Formal and Informal Procedures

Informal complaints will be handled by the Company’s Customer service department, which will use good faith efforts to informally resolve the dispute. If the Company and the Customer are unable to informally resolve the dispute, the Customer may file a formal complaint with the Florida Public Service Commission.

2.12.1 Alternative Dispute Resolution

The following provisions apply if the formal complaint is for $1,000 or less or if the Customer elects to pursue an alternative means of dispute resolution.

(A) The Customer shall file a formal written complaint with the Florida Public Service Commission.

(B) If the Customer and the Company cannot agree on an alternative means of dispute resolution within 60 days, they shall participate in a mediation proceeding conducted by administrative law judge or other person designated by the Commission.

(C) If mediation is utilized, the mediator will provide a recommended settlement to the parties within 60 days after the written complaint was filed.

(D) Within 7 days after the date of the recommended settlement, each party shall file with the commission a written acceptance or rejection of the recommended settlement. A party’s failure to file a timely acceptance or rejection shall be deemed to be a rejection of the recommended settlement.

(E) If the parties accept the recommended settlement, then the recommendation will be adopted by the Commission as a final order.

(F) If a party rejects the recommended settlement, then the complaint shall proceed to a contested case hearing before the Commission.
SECTION 2 - REGULATIONS, (CONT’D.)

2.12 Formal and Informal Procedures, (Cont’d.)

2.12.1 Alternative Dispute Resolution, (Cont’d.)

(G) If the complaint involves a monetary dispute, the party who rejects the recommended settlement shall pay the opposing party's actual costs of proceeding to a contested case hearing, including attorney fees, unless the final order of the commission is more favorable to the rejecting party than the recommended settlement under this section. A final order is considered more favorable if it differs by 10% or more from the recommended settlement in favor of the rejecting party. If both parties reject the recommended settlement, then each party shall be responsible for its own costs and attorney fees.

2.12.2 Payment of Amount Not In Dispute

(A) If a Customer files a formal complaint with the Commission, then the Company may require the Customer to pay an amount equal to the part of the bill that is not in dispute.

(B) The amount that is not in dispute shall be mutually determined by the Company and the Customer.

(C) If the Company and the Customer are unable to mutually determine the amount that is not in dispute, then the Company may require the Customer to pay up to 50% of the amount that is in dispute.

(D) If the Customer fails to pay to the Company either the amount that is not in dispute or 50% of the amount that is in dispute, then the Company may shut off service consistent with this tariff.

(E) If the dispute is ultimately resolved in favor of the Customer, in whole or in part, then any excess moneys paid by the Customer shall be refunded promptly, with simple interest paid at the rate paid on United States Savings Bonds, series EE.
SECTION 2 - REGULATIONS, (CONT’D.)

2.13 Customer Access to Information

2.13.1 Publication of Procedures

(A) The Company will have a website or a pamphlet available for its Customers that, in layman's terms, lists and summarizes the rights and responsibilities of its Customers and the Company.

(B) The website URL and pamphlet will be displayed prominently and shall be available at all of the Company's office locations that are open to the general public. The pamphlet shall be available upon Customer request at no charge.

(C) The website and the pamphlet shall include all of the following information:

(1) Methods for Customers to understand and verify the accuracy of billings.

(2) Payment standards and procedures.

(3) Procedures for shutoff and reconnection of basic local exchange service.

(4) Inquiry, service, and complaint procedures.


(D) The information contained in the website and pamphlet shall be made available by the Company in audio format to Customers who have visual impairments at no cost to the Customers. The information may be provided through recorded announcements or the physical provision of a recording.

2.13.2 Public Access to Rules And Rates

The Company will keep on file, and provide public access to, a copy of the Florida Public Service Commission's rules and a schedule of all rates and service charges at all of its offices that are open to the general public. Upon the request of a Customer and at no cost to the Customer, the Company will provide a Customer with 1 copy of the rules and the rate schedules applicable to the Customer's usage.
SECTION 3 - SERVICE OFFERINGS

3.1 General

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.1.1 Application of Business Rates

A. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

B. Business rates apply at the following locations, among others:

1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.

2. In residential locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.

3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.

4. In any residential location where there is substantial business use of the service and the Customer has no service at business rates.
SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.2 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall, upon the request of the Customer, arrange for the listing of the Customer’s main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no additional charge. For Customers with multiple premises served by the Company, the Company shall, at the request of the Customer, arrange for a listing of the main billing telephone number at each premise.
SECTION 3 - SERVICE OFFERINGS, (CONT’D.)

3.3 Types of Services Offered

Bright House Networks Information Services (Florida), LLC via this tariff provides a Customer the ability to purchase Local Interconnection Service as defined in Section 3.5.
SECTION 3 - SERVICE OFFERINGS, (CONT’D.)

3.4 Directory Assistance Service

The Company furnishes Directory Assistance Service (DA) for the purpose of aiding subscribers in obtaining telephone numbers through arrangements with the incumbent local exchange carrier when a party in Florida requests assistance in obtaining telephone numbers of subscribers who are located within the same numbering plan area as the number the party is calling from.
SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.5 Local Interconnection Service

3.5.1 General

A. Subject to the terms set forth following, the purpose of this Tariff is to provide an overview of Local Interconnection Service ("LIS") and the terms and conditions under which LIS is offered.

B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company’s service area(s). To limit the real potential for stranded investment, recurring and nonrecurring Costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for Service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.

C. Upon receipt of a bona fide request for LIS from a Customer, Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.

D. LIS is available to Customers for resale to retail Subscribers.

E. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol ("VoIP") service. In addition, it is the Customer’s sole responsibility to comply with all applicable laws and regulatory requirements.

F. LIS does not support “nomadic” VoIP services. As provided elsewhere in this Tariff, the Customer must provide its services to Subscribers at a fixed service address.

G. The terms and conditions set forth in this LIS Tariff are in addition to the terms and conditions found in Section 2. preceding, of this Tariff.
SECTION 3 - SERVICE OFFERINGS, (CONT’D.)

3.5 Local Interconnection Service (Cont’d)

3.5.2 Definitions

For purposes of Local Interconnection Service, the following defined terms shall have the meaning indicated:

A. “Customer” means the provider of retail interconnected VoIP services, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.

B. “Subscriber” means the interconnected VoIP end-user customer of the Customer.

3.5.3 Description of Service

A. LIS provides a connection between a Customer’s broadband facilities and the public switched telephone network, and related Services described herein. In order to make use of the Company’s LIS, Customer’s broadband facilities must consist of an IP-based, broadband connecting Facility between the Customer and the Premises of each Subscriber that has the ability to use a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc. (CableLabs®), a soft switch, a media gateway, and appropriate Customer Premises Equipment. LIS does not support Customers providing services to Subscribers that operate using a different format than provided by the Company.

B. The IP-based, broadband connecting Facility between Customer and Subscribers, the CMTS, the soft switch, the connecting Facilities to the Company’s media gateway, and all Customer Premises Equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex (“TDM”) protocol. The Customer shall, at its sole cost, be responsible for providing all equipment, software, facilities and IP connectivity necessary for the Customer to provide interconnected VoIP service to its Subscribers.
SECTION 3 - SERVICE OFFERINGS, (CONT’D.)

3.5 Local Interconnection Service (Cont’d)

3.5.3 Description of Service

C. LIS is available to Customers where suitable Facilities exist, are technologically available, and are operationally and economically feasible.

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

3.5.4 Use of Service

A. LIS is provided subject to, and in accordance with, the regulations and rates in this Tariff, applicable law, and the Company’s agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company (“ILEC”) interconnection agreements, or similar requirements (collectively “Company Obligations”). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Section of this Tariff.

1. Customer shall, at its sole cost, be responsible for providing all equipment, software, Facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.
SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.5 Local Interconnection Service (Cont’d)

3.5.4 Use of Service (Cont’d)

A. (Cont’d)

1. (Cont’d)

a. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI)), destination called party number, Originating Line Information Parameter (“OLIP”) on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company’s reasonable Costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.

b. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide (“MSAG”).
3.5 Local Interconnection Service (Cont’d)

3.5.4 Use of Service (Cont’d)

A. (Cont’d)

1. (Cont’d)

c. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.

d. Based on the Company Obligations, LIS is limited to Subscribers physically located in areas served by the Company. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers’ locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular Exchange Areas. LIS under this Tariff is not to be used with any “virtual numbering” or foreign-exchange-like arrangements. Notwithstanding, the Company and the Customer may negotiate and enter into such arrangements on an individual case basis to serve legitimate subscriber requirements.

e. The Company and the Customer will conduct interoperability testing prior to the Customer implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company’s approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.
SECTION 3 - SERVICE OFFERINGS, (CONT’D.)

3.5 Local Interconnection Service (Cont’d)

3.5.4 Use of Service (Cont’d)

A. (Cont’d)

2. Customer is solely responsible for (i) implementing with Subscribers appropriate terms, conditions, and measures to ensure that all Subscribers comply with the terms and conditions of this LIS Tariff, and (ii) establishing the price plans according to which Subscribers will be billed, including determining and remitting taxes and other charges (i.e. Federal Universal Service Fund Charge) to applicable authorities, billing its Subscribers, and handling all Subscriber disputes. All acts or omissions of a Subscriber shall be attributable to Customer for purposes of this LIS Tariff. The Company will not provide support directly to any Subscriber.

3.5.5 Term and Termination

A. LIS is available for an initial term (“Term”) of three years following execution of a separate written agreement between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.

B. In the event of early termination of LIS by the Customer before the expiration of the Term, the Company may assess a Termination Charge equal to 100% of all monthly recurring charges multiplied by the number of months left in the Term. Such early Termination Charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover Costs associated with providing LIS.
SECTION 3 - SERVICE OFFERINGS, (CONT’D.)

3.5 Local Interconnection Service (Cont’d)

3.5.5 Term and Termination (Cont’d)

1. Discontinuance of Service for Cause

a. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend LIS without incurring any liability.

b. Upon Customer violation of any of the other material terms or conditions applicable to LIS the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend LIS without incurring any liability if such violation continues during that period.

c. Upon condemnation of any material portion of the Facilities used by the Company to provide LIS to a Customer or if a casualty renders all or any material portion of such Facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend LIS without incurring any liability.

d. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend LIS without incurring any liability.

e. Upon any governmental prohibition or required alteration of LIS to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue LIS without incurring any liability.
SECTION 3 - SERVICE OFFERINGS, (CONT’D.)

3.5 Local Interconnection Service (Cont’d)

3.5.5 Term and Termination (Cont’d)

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

f. In the event of fraudulent use of the Company’s network, the Company may without notice immediately suspend or discontinue LIS. The Customer will be liable for all related Costs. The Customer will also be responsible for payment of any reconnection charges.

g. Upon the Company’s discontinuance of LIS to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the Term for which LIS would have otherwise been provided to the Customer to be immediately due and payable.

h. 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.

3.5.6 Subscriber Orders and Usage Forecasts

A. The Customer must submit order(s) to activate a market(s) and request telephone numbers (each a “market order”) in a format that will be provided by the Company and that may be updated from time to time. After the Company’s acceptance of a market order, the Customer may submit orders to activate Subscribers for use of LIS within such market.

B. The Customer will provide the Company with a non-binding forecast setting forth the Customer’s estimated usage by market or local Calling Area and anticipated Local Number Portability (“LNP”) requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.

C. The Customer may use other Common Carriers in addition to or in lieu of the Company.
SECTION 3 - SERVICE OFFERINGS, (CONT’D.)

3.6 Local Interconnection Service (Cont’d)

3.5.7 Local Number Portability

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

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

C. Directory Listings.

   a. The Company will assist Customer in the provision of directory listings to its Subscribers through third-party providers.

   b. The Customer shall be responsible for all costs incurred by the Company in the provision of directory listing services to the Customer’s Subscribers, including any charges or liability resulting from the Customer’s use of services provided by a third-party service provider. Such costs are not included in the rates specified in Section 4.1 of this LIS Tariff.

   c. The Company is not liable for damages arising from errors or omissions in the making or printing of directories by any such third-party service provider, or in accepting listings presented by the Customer.
3.5 Local Interconnection Service (Cont’d)

3.5.8 Emergency 911 Service

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

B. The Customer shall ensure that a Subscriber does not use LIS from a Location different from the Subscriber’s address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the Incumbent Local Exchange Carrier) associated with such telephone number.

C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a Location different from the Subscriber’s address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber Location; (iv) during a loss of connectivity to the Subscriber Location due to network outages or other degradations of service, whether in the Company’s network or an interconnecting network; (v) during any period where Service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary Location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.

D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial Service activation.

E. The Customer’s agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in this Section, 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.
SECTION 3 - SERVICE OFFERINGS, (CONT’D.)

3.5 Local Interconnection Service (Cont’d)

3.5.9 Limitation

LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 2 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 SERVICES.
SECTION 4 - RATES AND CHARGES

4.1 Local Interconnection Service

4.1.1 Local Interconnection Service Non-Recurring Charge - Facilities used in the provision of Local Interconnection Service are constructed to meet specification negotiated by the Company and the Customer on an Individual Case Basis. Charges are offered to the Customer in writing and on a nondiscriminatory basis.

4.1.2 Activation/Service Order Charges - Pass through of any and all Carrier initial and supplemental Service order charges including activation charges, number porting charges (initial and supplemental; both standard and project-based fees), and directory listing charges (initial and supplemental; whether new, changed or deleted).

4.1.3 Repair Charges to repair customer caused incidents:

- Regular Time: Mon.-Sat. 8a.m.- 8p.m. $115.00 per visit
- Overtime: Mon.-Sun. 8am.- 8p.m. $175.00 per visit
- Premium: Sundays and Holidays $230.00 per visit

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1 Facilities used in the provision of Local Interconnection Service may be constructed to meet specifications negotiated by the Company and the Customer with treatment on an Individual Case Basis.
### SECTION 4 RATES AND CHARGES, (CONT’D.)

#### 4.1 Local Interconnection Service (Cont’d.)

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1.4</td>
<td>Local Interconnection Port – Per T-1</td>
<td>$1,000.00</td>
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<tr>
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<td>Based on a 36-month Term Contract</td>
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<tr>
<td>4.1.5</td>
<td>Per Customer Subscriber</td>
<td>ICB</td>
</tr>
<tr>
<td>4.1.6</td>
<td>Other Carrier Charges – Pass through of any and all Carrier charges for numbers (DID/DOD), directory listing-related charges (vanity listing, non-published) or any other Carrier Charges.</td>
<td></td>
</tr>
<tr>
<td>4.1.7</td>
<td>Individual Case Basis (ICB) Charges – ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or part of the Company’s normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis.</td>
<td></td>
</tr>
</tbody>
</table>

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.
SECTION 4 - RATES AND CHARGES, (CONT’D.)

4.2 Emergency Services

Allows Customers to reach appropriate emergency services including police, fire and medical services. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling.

4.3 Telecommunications Relay Service

All basic local service providers must offer Telecommunications Relay Service to their Customers. Telecommunications Relay Service enables hearing-impaired or speech-impaired persons who use a text telephone or similar devices to communicate freely with the hearing population for using the text telephone and vice versa. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges.
SECTION 4 - RATES AND CHARGES, (CONT’D.)

4.4 Rates By Individual Contract Basis (ICB)

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company’s services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier’s option.
SECTION 4 - RATES AND CHARGES, (CONT’D.)

4.5 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Promotions will be filed as separate tariff sheets under this section 4.7.

All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designated, provide for its conclusion upon the occurrence of a promotion-related event that is reasonably certain to occur, although the timing may not be certain.

Promotions will be implemented with at least one days’ notice prior to the effective date of each promotion.