

## **Charter Fiberlink- Georgia, LLC**

**12405 POWERSCOURT DRIVE  
ST. LOUIS, MISSOURI 63131**

### **COMPETITIVE LOCAL AND INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

(C)

**This tariff contains the description, regulations and rates for the furnishing of services and facilities for telecommunications services provided by Charter Fiberlink-Georgia, LLC with principal offices at 12405 Powerscourt Drive, St. Louis, Missouri 63131. This tariff applies for service furnished within the State of Georgia. This tariff is on file with the Georgia Public Service Commission and copies may be inspected during normal business hours.**

## CHECK SHEET

The pages listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

<u>Sheets</u>	<u>Revision</u>	<u>Sheets</u>	<u>Revision</u>	<u>Sheets</u>	<u>Revision</u>
1	1 <sup>st</sup> Revised	35	3 <sup>rd</sup> Revised	68	Obsolete
2	81 <sup>st</sup> Revised*	36	4 <sup>th</sup> Revised	69	Obsolete
2.1	65 <sup>th</sup> Revised*	37	3 <sup>rd</sup> Revised	70	Obsolete
3	3 <sup>rd</sup> Revised	37.1	1 <sup>st</sup> Revised	71	Obsolete
4	6 <sup>th</sup> Revised*	37.2	1 <sup>st</sup> Revised	72	Obsolete
5	1 <sup>st</sup> Revised	38	1 <sup>st</sup> Revised	73	Obsolete
6	1 <sup>st</sup> Revised	39	1 <sup>st</sup> Revised	73.1	Obsolete
7	1 <sup>st</sup> Revised	40	2 <sup>nd</sup> Revised	74	Obsolete
8	2 <sup>nd</sup> Revised	41	6 <sup>th</sup> Revised	75	Obsolete
9	Obsolete	42	4 <sup>th</sup> Revised	75.1	Obsolete
10	Obsolete	43	6 <sup>th</sup> Revised	76	Obsolete
11	Obsolete	44	1 <sup>st</sup> Revised	77	2 <sup>nd</sup> Revised
12	Obsolete	45	1 <sup>st</sup> Revised	78	10 <sup>th</sup> Revised
13	Obsolete	46	4 <sup>th</sup> Revised	78.1	Obsolete
14	Obsolete	47	4 <sup>th</sup> Revised	78.1A	Obsolete
15	Obsolete	48	3 <sup>rd</sup> Revised	78.1B	Obsolete
16	Obsolete	49	1 <sup>st</sup> Revised	78.2	Obsolete
17	Obsolete	50	1 <sup>st</sup> Revised	78.2A	Obsolete
18	Obsolete	51	1 <sup>st</sup> Revised	78.3	Obsolete
19	Obsolete	52	4 <sup>th</sup> Revised	78.3A	Obsolete
20	Obsolete	52.1	9 <sup>th</sup> Revised	79	4 <sup>th</sup> Revised
21	Obsolete	53	9 <sup>th</sup> Revised	79.1	Original
22	Obsolete	54	2 <sup>nd</sup> Revised	80	1 <sup>st</sup> Revised
23	Obsolete	55	Obsolete	81	5 <sup>th</sup> Revised
24	Obsolete	56	Obsolete	82	4 <sup>th</sup> Revised
25	Obsolete	57	Obsolete	83	10 <sup>th</sup> Revised
26	Obsolete	58	Obsolete	83.1	Obsolete
27	2 <sup>nd</sup> Revised	59	Obsolete	83.2	Obsolete
27.1	Obsolete	60	Obsolete	84	Obsolete
28	Obsolete	61	Obsolete	85	Obsolete
29	1 <sup>st</sup> Revised	62	3 <sup>rd</sup> Revised	85.1	Obsolete
30	1 <sup>st</sup> Revised	63	1 <sup>st</sup> Revised	86	Obsolete
31	3 <sup>rd</sup> Revised	64	1 <sup>st</sup> Revised	86.1	Obsolete
32	4 <sup>th</sup> Revised	65	Obsolete	87	Obsolete
33	2 <sup>nd</sup> Revised	66	Obsolete	87.1	Obsolete
34	3 <sup>rd</sup> Revised	67	Obsolete		

\*Denotes New/Revised page this filing

**Check Sheet (Cont'd)**

<u>Sheets</u>	<u>Revision</u>	<u>Sheets</u>	<u>Revision</u>	<u>Sheets</u>	<u>Revision</u>
87.2	Obsolete				
87.3	Obsolete				
87.4	Obsolete				
88	Obsolete				
88.1	Obsolete				
89	Obsolete				
90	Obsolete				
90.1	Obsolete				
90.1.1	Obsolete				
90.2	Obsolete				
91	Obsolete				
92	Obsolete				
93	2 <sup>nd</sup> Revised*				
94	2 <sup>nd</sup> Revised*				
95	2 <sup>nd</sup> Revised*				
96	Original				
97	Original				
98	Original				
99	Original				
100	Original				
101	Original				
102	Original				
103	Original				
104	1 <sup>st</sup> Revised*				

\*Denotes New/Revised page this filing



6.13 Access for Telecommunications Relay Service .....52  
 SECTION 7 – EXCHANGE AREAS ..... 52.1  
 7.1 County-Wide Calling.....63  
 SECTION 8 – RESERVED FOR FUTURE USE ..... 64  
 SECTION 9 - RESERVED FOR FUTURE USE..... 77  
 SECTION 10 - RESERVED FOR FUTURE USE..... 778  
 SECTION 11 - BUSINESS SERVICES ..... 79  
 11.1. Rules and Regulations ..... 79  
 11.2. Rights of the Telephone Company ..... 79.1  
 11.3. Rights of Customer..... 81  
 11.4. Reserved for Future Use ..... 82  
 11.5. Reserved for Future Use ..... 82  
 11.6. Reserved for Future Use ..... 82  
 11.7. Reserved for Future Use ..... 83  
 11.8 High Capacity Transmission Services ..... 93

SECTION 12 - LOCAL INTERCONNECTON SERVICE..... 96  
 12.1. General ..... 96  
 12.2 Definitions ..... 96  
 12.3 Description of Service..... 97  
 12.4 Use of Service ..... 97  
 12.5 Term and Termination ..... 99  
 12.6 Subscriber Orders and Usage Forecasts..... 101  
 12.7 Local Number Portability ..... 101  
 12.8 Emergency 911 Service ..... 102  
 12.9 Rates and Charges ..... 103

(T)  
 (D)  
 |  
 |  
 |  
 |  
 (D)

**SECTION 1 - SYMBOLS**

**(N)**

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

- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation but no Change in Rate or Charge
- (C) A changed Regulation

**(N)**

---

## SECTION 2 - TARIFF FORMAT

(T)

- A. Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

**SECTION 3 - APPLICATION OF TARIFF**

(T)

This tariff sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of local and intrastate interexchange telecommunications services by Charter Fiberlink-Georgia, LLC ("Company") to Customers within the State of Georgia.

(C)

---

Issued: November 14, 2014

Effective: December 15, 2014

Issued By: Betty Sanders, Sr. Director Regulatory Affairs  
12405 Powerscourt Drive, St. Louis, MO 63131  
Charter Fiberlink-Georgia, LLC

---

Definition information previously found on pages 9 - 26 is obsolete. The pages listed below are for historical reference.

Original Sheet No. 9  
Original Sheet No. 10  
2<sup>nd</sup> Revised Sheet No. 11  
Original Sheet No. 12  
Original Sheet No. 13  
Original Sheet No. 14  
Original Sheet No. 15  
Original Sheet No. 16  
Original Sheet No. 17  
Original Sheet No. 18  
Original Sheet No. 19  
1<sup>st</sup> Revised Sheet No. 20  
2<sup>nd</sup> Revised Sheet No. 21  
Original Sheet No. 22  
Original Sheet No. 23  
Original Sheet No. 24  
1<sup>st</sup> Revised Sheet No. 25  
1<sup>st</sup> Revised Sheet No. 26

(C)

(C)  
(D)

(D)

**SECTION 4 - RESERVED FOR FUTURE USE**

Service information previously found on pages 27 -28 is obsolete. The pages listed below are for historical reference.

1<sup>st</sup> Revised Sheet No. 27.1

1<sup>st</sup> Revised Sheet No 28

(C)

|

(C)

**SECTION 5 - DEFINITIONS AND TERMS**

(T)

(D)

Account – Either a Customer’s physical location or individual Service represented by a unique account number within the billing hierarchy. Multiple services each with a unique account number may be part of one physical location.

(D)

(D)

Application – A request made orally or in writing for telephone service.

Authorized Account User – The person or persons authorized to make changes to a customer account including changes to toll carriers as designated by the account holder. Authorized Account Users shall be limited to two persons for any single postal address.

(D)

(D)

Calling Area – A specific geographic area so designated for the purpose of applying a specified rate structure.

Central Office – A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

(D)

Commission – Georgia Public Service Commission

Company – Charter Fiberlink – Georgia, LLC

(D)

(D)

Connecting Company – A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

(D)

Connection Charge – See “Service Charge”.

**SECTION 5 - DEFINITIONS and TERMS (Cont'd)**

(T)

Construction Charge – A separate nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in this Tariff.

Contiguous Property – The plot of ground, together with any building thereon, occupied by the customer, which is not divided by public highways or separated by property occupied by others.

(T)

Contract – The agreement between a customer and the Telephone Company under which service and facilities are furnished in accordance with the applicable provisions of the Local Exchange Tariffs.

Cost – The cost of labor and materials, which includes appropriate amounts to cover the Telephone Company's general operating and administrative expenses.

Customer – The individual, partnership, association or corporation which contract for telephone service and are responsible for the payment of charges and compliance with the general regulations of the Telephone Company's Tariff.

Customer Provided Equipment (CPE) – Devices, apparatus, and/or associated wiring provided by a customer.

(D)

(D)

Demarcation Point – That point (also referred to as Network Interface Device/NID) or interconnection between the Telephone Company's facilities and the wiring at the subscriber's premise. The Demarcation Point shall consist of wire or a jack conforming to Subpart F or Part 68 of the Federal Communications Commission's Rules and Regulations. The Demarcation Point will generally be within twelve inches of the protector or, absent a protector, within twelve inches of the entry point to the customer's premises. If conforming to the twelve inches is unrealistic or technically impossible, the Demarcation Point will be the most practicable minimum point of entry to the customer's premises. The network interface may be located at a point other than the normal demarcation point where the network interface has been previously established by the presence of network equipment. With regard to premises for any structure that is built to be more mobile (e.g., mobile homes, recreational vehicles), The Telephone Company may place the Demarcation Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks, marinas and similar premises may be treated by the Telephone Company as a single unit premises, with the Demarcation Point being placed on the shore or other location as deemed appropriate by the Telephone Company.

Delinquent or Delinquency – An account for which payment has not been made in full on or before the last day for timely payment.

(D)

---

**SECTION 5 – DEFINITIONS and TERMS (Cont'd)**

(T)

End User – The ultimate user of the telecommunications services and who orders service and is responsible for payment of charges due in compliance with the Telephone Company's price list regulations. See "Customer".

(C)

Exchange Area – A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

(D)  
(D)

Facility (or Facilities) – Any item or items of communications plant or equipment used to provide or connect to the Telephone Company Services.

FCC – Federal Communications Commission

(D)

(D)

Incumbent Local Exchange Carrier (ILEC) or Local Exchange Carrier (LEC) – Any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC's regulations.

(D)

Initial Service Period – The minimum length of time for which a customer is obligated to pay for service, facilities and equipment whether or not retained by the customer for such minimum length of time.

Installation Charge – A nonrecurring charge made at the time of installation of communications service or equipment, which applies in addition to service charges and other applicable charges for service or equipment unless specifically exempted.

**SECTION 5 – DEFINITIONS and TERMS (Cont'd)**

**(N)**

Interconnection - The method by which telecommunications facilities of the Telephone Company are arranged to transmit to, or receive information from, customer-provided equipment.

Interexchange Carrier (IXC) – A common carrier that provides long distance domestic and international communications services to the public

International – Refers to communications between U.S. and another country.

Interstate – Refers to communications between states within the Continental U.S., unless otherwise noted.

Intrastate – Refers to communications within a single state.

Local Calling Service Area – The area throughout which communication service is rendered to a customer or users without the application of toll charges.

Local Exchange Service – Telephone communications within a local service area in accordance with the provisions of the Telephone Company's Local Exchange Tariff.

**(D)**  
**(D)**

Location – A physical premise to or from which the Telephone Company provides Service.

**(D)**  
**(D)**

Message – A completed customer call.

**(D)**

New Customer – a customer who has not had service within the last sixty (60) days.

**(D)**  
**(D)**

NPA – An area code, otherwise called Numbering Plan Area.

Non-Listed Telephone Number – Telephone numbers that are not listed in the telephone directory; but are provided via Directory Assistance.

Non-Published Telephone Number – Telephone numbers that are not listed in the telephone directory or provided via Directory Assistance.

Primary IntraLATA/InterLATA Carrier (PIC) Code – A code that is assigned to an interexchange long distance carrier that identifies to whom the customer is presubscribed for intrastate and/or interstate long distance services..

---

**SECTION 5 – DEFINITON and TERMS (Cont'd)**

(T)

Premises – The buildings, portion or portions of a building on continuous property used and/or occupied at one time by the customer as a residence. Where floor space in adjoining buildings is made continuous at one or more floor levels, all floor space in both buildings is considered as the same premises insofar as the customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.

(D)

|

(D)

Service Charge – The nonrecurring charge a customer is required to pay for establishing telephone service or subsequent modification of that service.

Subscriber – The term “Customer” is synonymous with the term “subscriber” Supplemental Facilities or Service – Services or facilities other than primary service.

(D)

(D)

Tariff – The schedule of Local Exchange Service rates and charges, rules and regulations, terms and conditions adopted and filed by the Telephone Company and approved by the Georgia Public Service Commission.

Telephone Company – Charter Fiberlink-Georgia, LLC

Telecommunications Relay Service (TRS) – TRS enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate with the hearing population not using text telephone and visa versa.

(D)

(D)

Terminal Equipment – Equipment at the terminal of a communication circuit.

(D)

|

(D)

Timely Payment – A payment on a customer’s account made on or before the due date.

Underground Service Connection – A customer’s “drop” wire that is run underground from a pole line or an underground distributing cable.

---

## SECTION 6 - RULES AND REGULATIONS

### 6.1 Undertaking of the Company

The Company undertakes to furnish Services in accordance with the terms and conditions set forth in this tariff. (C)

The Telephone Company's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary facilities, pole lines, circuits and equipment. Products, services, features and functions will be available in accordance with this tariff, where technically and operationally feasible.

### 6.2 Prohibited Uses

- A. The Services of the Company shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits, required to be obtained by the Customer with respect thereto.
- B. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or End User may not assign, transfer in any manner the Service or any rights associated with the Service without the written consent of the Company.
- C. The Company may require a Customer to immediately shut down its transmission of signals if Company concludes, in its sole discretion, that such transmission is causing interference to others.
- D. The Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

### 6.3 Obligations of the Customer

The Customer shall be responsible for:

- A. The payment of all charges applicable to the Services.
- B. Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or the non-compliance by the Customer with the provisions of this tariff; or by fire or theft or other casualty on the premises of the Customer or unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing as specified from time to time by the Company any needed equipment, space and power to operate Company facilities and equipment installed on the Premises, and providing the level of power, heating and air conditioning necessary to maintain the proper environment on such Premises;

## **SECTION 6 - RULES and REGULATION (Cont'd.)**

(T)

### **6.3 Obligations of the Customer (cont'd.)**

- D. Obtaining, maintaining, and otherwise having full responsibility for rights of way necessary to install equipment to provide Service to the Customer from the minimum point of entry or the property line of the land on which the structure wherein any termination point or origination point used by the Customer is placed or located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order.
- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.
- 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 Premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the Premises at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of Service as stated herein, removing the facilities or equipment of the Company.
- G. 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.
- H. Keeping the Company's equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's Services or from the locations of such equipment and facilities.
- I. Providing, operating and maintaining Customer provided equipment on the Premises. Conformance of Customer provided premises equipment with part 68 of the FCC Rules is the responsibility of the Customer.
- J. Establishing credit worthiness as required by the Telephone Company. The Customer's credit and past history with the Telephone Company and affiliates may be checked to ascertain credit worthiness. If there are any past due and/or written off balances with the Telephone Company and its affiliates, the Customer will be required to make full payment of indebtedness prior to acceptance for telephone service.

---

Issue Date: November 30, 2010

Effective Date: December 30, 2010

Issued By: Betty Sanders, Director - Regulatory Affairs  
12405 Powerscourt Drive, St. Louis, MO 63131  
Charter Fiberlink-Georgia, LLC

---

## SECTION 6 - RULES and REGULATIONS (Cont'd.)

### 6.4 Liability of the Company

The Telephone Company's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary facilities, pole lines, circuits and equipment. Products, services, features and functions will be available in accordance with this tariff, where technically and operationally feasible.

- A. In view of the possibility of errors and difficulties occurring in the transmission of messages by telephone, and the impossibility of fixing the cause thereof, the customer assumes all risks connected with the service with two exceptions. If the initial installation is defective or if service is interrupted for more than twenty-four (24) hours otherwise than by the negligence or willful act of the customer or due to customer premises equipment, an allowance limited to the prorated portion of the monthly rate or guarantee for the service or portion thereof interrupted, shall be made after notice and demand to the Telephone Company. No allowance shall be made for interruptions due to the inside wiring or customer provided equipment.
- B. The Telephone Company's liability for damages due to errors or omissions in directory listings will be limited to a credit of one month's basic service. The customer indemnifies and holds the Telephone Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Each customer shall be entitled, without charge, to a directory for their local calling service area within the state of Georgia. In the event of an error in the listed number of any customer, the telephone utility shall intercept all calls to the listed number for a reasonable period of time provided existing Company equipment will permit and the number is not in service. In the event of an error or omission in the name listing of a customer, such customer's correct name and telephonenumber shall be in the files of the directory assistance or intercept operators and the correct number furnished the calling party either upon request or interception.
- C. When suitable arrangements can be made, lines of other telephone companies may be used in establishing wire connections to points not reached by this Telephone Company's lines. In establishing connections with the lines of other companies, the Telephone Company is not responsible or liable for any action of the Connecting Company. Connection of the Telephone Company's lines to the lines of another telephone company shall be the sole discretion of the Telephone Company.

(C)  
|  
(C)

## SECTION 6 - RULES and REGULATIONS (Cont'd.)

### 6.4 Liability of the Company (Cont'd.)

- D. The Telephone Company shall exercise due care in connection with all work done on customer's premises. No liability shall attach to the Telephone Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Telephone Company's facilities and associated wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the direct result of the sole negligence of the Telephone Company. The customer sole remedy for such damage shall be repair of such damage.
- E. The Telephone Company shall not be liable for any loss of damages arising out of error, interruptions, defects, failure or malfunctions associated with Telephone Company's Services. Damages arising out of such interruptions, defects, failures or malfunctions of the services after the Telephone Company has been notified, and has had a reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from the customer until service is restored. (C)
- F. The Customer indemnifies and saves the Telephone Company harmless (including costs and reasonable attorneys' fees) against the following:

Acts or omissions of other companies when their facilities are used in connection with the Telephone Company's facilities to provide service.

Any defacement or damage to the Customer's premises resulting from the existence of the Telephone Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Telephone Company, or its employees.

Any accident, injury, or death occasioned by its equipment or facilities when such is not due to the negligence of the Telephone Company.

Claims for libel, slander, or infringement of copyright arising directly or indirectly from the material transmitted or recorded over its facilities, claims or infringement of patents arising from combining with, or using in connection with, facilities of the Telephone Company, apparatus, systems and their associated wiring of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Telephone Company.

Liability for failure to provide service.

---

## SECTION 6 - RULES and REGULATIONS (Cont'd.)

### 6.4 Liability of the Company (Cont'd.)

G. The Customer indemnifies and saves the Telephone Company harmless against any accident, injury or death caused through the use of apparatus which fail to meet the dielectric requirements as established by the Telephone Company when such apparatus is provided by the Customer. The Telephone Company has the right of refusing to, or ceasing to, render service to a Customer if at any time any of the telephones, appliances, lines or apparatus on the Customer's premises shall be considered unsafe by Telephone Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.

H. Customer Owned Equipment:

Upon request of Customer for trouble visit a charge will be made if trouble is found to be in customer-provided systems.

The Telephone Company shall not be responsible for the installation, operation, or maintenance of any customer-provided systems. Exchange and message toll telephone services are not represented as adapted to the use of customer-provided systems where such systems are connected to the Telephone Company facilities. The responsibility of the Telephone Company shall be limited to the furnishing of facilities suitable for exchange and message toll services and to the maintenance and operation of such facilities in a manner proper for such services; subject to this responsibility the Telephone Company shall not be responsible for the through transmission of signals generated by the customer-provided systems or for the quality of, or defects in, such transmission or the reception of signals by customer-provided systems.

The Telephone Company shall not be responsible to the Customer or otherwise if changes in the criteria, or in any of the facilities, operations or procedures of the Telephone Company render any customer-provided facilities obsolete or require modification or alteration of such facilities or otherwise affect its use or performance. Where it is reasonably foreseeable to the Telephone Company that such changes may affect customer-provided facilities, the Telephone Company shall provide reasonable notice.

I. Emergency Services:

The Customer also agrees to release, indemnify and hold harmless the Telephone Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion to use E911 service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911 service thereunder, and which arises out of the negligence or other wrongful act of the Customer, its user, agencies or municipalities, or the employees or agents of any one of them.

Under no circumstances shall the Telephone Company or its officers, directors, employees or agents have any liability to the county, a person placing an emergency call or to any other person or entity, for any loss, damage, injury or liability which they may suffer, sustain, incur or become subject to, arising out of, based upon or resulting from any negligence on the part of the Telephone Company or its officers, directors, employees or agents.

(C)

---

**SECTION 6 - RULES and REGULATIONS (Cont'd.)**

(T)

**6.4 Liability of the Company (Cont'd.)**

To ensure 911 calls and emergency personnel are properly routed Telephone Company equipment must not be moved by the customer. Additionally, the Telephone Company recognizes one address for all lines on the same account and will not be responsible for multiple address location information. Therefore, the customer is responsible for directing emergency personnel to the specific location of the person in need and to any other physical location if all telephones are not located at the address on the account.

The Customer also agrees to release, indemnify and hold harmless the Telephone Company in using a Multimedia Terminal Adaptor (MTA) or a telephone modem, that requires electrical power in the event of failure. The Telephone Company may provide battery backup for the MTA or modem to customers with the intent of providing telephone service in the event of a power outage. However, continued telephone service in the event of a power outage is not guaranteed.

Customer will indemnify, defend, and hold the Telephone Company harmless from any claims or causes of action arising from the non-implementation of Private Switch/Automatic Locations Identification (PS/ALI), the enabling of station level 911 service, and/or the failure of PS/ALI or station level 911 service if enabled.

(N)  
|  
(N)

Notwithstanding any other provision of any service agreement or this tariff, the telephone company's entire liability to customer, and customer's sole and exclusive remedy for any damages caused by any service defect or failure, or for other claims arising in connection with any service provided by the telephone company, shall be customer's proven direct damages not to exceed per claim (or in the aggregate during any 12-month period) an amount equal to the total net payments payable by customer for the applicable service during the three (3) months preceding the month in which the damage occurred. Under no circumstances shall the telephone company be liable to the customer for any indirect, consequential, exemplary, special, incidental, or punitive damages (including, without limitation, any damages for lost business, revenue, profits or goodwill) arising in connection with any service agreement or the provision or failure of any services (including, without limitation, any service implementation delays or failures). This limitation of liability shall survive failure of an exclusive remedy, and shall apply regardless of the form of action, whether in contract, tort, warranty, strict liability, misrepresentation, negligence (including without limitation, active and passive negligence) or other theory of recovery. Nothing in this section limits customer's responsibility for the payment of charges due or the telephone company's obligation to provide credits due as provided in this tariff.

---

**SECTION 6 - RULES and REGULATIONS (Cont'd.)**

(C)

**6.5 Service Connections and Customer Equipment**

**6.5.1 General**

- A. Facilities furnished by the Telephone Company to provide transmission Service on the premises of a Customer are the property of the Telephone Company. Telephone numbers assigned to the Customer by the Telephone Company are portable and transferable with the Customer. Upon notice, the agents and employees of the Telephone Company shall have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the equipment, instruments and lines, or upon termination of the Service, for the purpose of removing such equipment, instruments and lines. (C)
- B. If the installation and maintenance of Service are requested at locations which are or may become hazardous or dangerous to the Telephone Company's employees or the public or property, the Telephone Company may refuse to install and maintain such Service, and, if such Service is furnished the Company may require the Customer to install and maintain such Services and may also require the Customer to indemnify and hold the Telephone Company harmless from any claims, loss or damage by reason of the installation and maintenance of such Service.
- C. The Service is furnished only for use by the Customer and by guests on the customer's premises whom Customer permits to use the service. Use of the Services and all charges incurred therein shall be the sole responsibility of the Customer. (C)  
(C)
- D. In case of a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of network transmission service takes precedence in the furnishing of any service or facility.
- E. The Telephone Company does not transmit Messages but offers the use of its Facilities for communications between patrons. If because of transmission difficulties the operator, in order to accommodate the Customer, repeats Messages, the operator is deemed to be acting as the agent of the persons involved and no liability shall be attached to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between Customers because of such errors. (N)  
|  
(N)

**6.5.2 Customer Premise Equipment (CPE)**

- A. Customer Premises Equipment ("CPE") is all terminal equipment normally used on the Customer's premises and owned by the Customer; owned by the Telephone Company or some other supplier and leased to the Customer; including the terminal equipment located or held in inventory on the Customer's premises.
- B. The Telephone Company shall allow Customers to secure the provision, repair, and maintenance of CPE from any supplier, provided that such equipment shall be in compliance with applicable registration standards promulgated by the Federal Communications Commission and the Telephone Company's network.

**SECTION 6 - RULES and REGULATIONS (Cont'd.)**

**Reserved for Future Use**

(T)

(T)  
(D)

(D)

---

**SECTION 6 - RULES and REGULATIONS (Cont'd.)**

(C)

**6.6 Payment for Facilities and Services**

**6.6.1 Advance Payments**

Customers, who are unable to satisfy or unwilling to provide information to establish credit worthiness or who have an unsatisfactory credit rating may be required to make an Advance Payment. The Advance Payment will be no greater than two and one-half times the average monthly bill recurring charges. The Advance Payment will appear as a credit and be applied to the first month bill. After service has been established, the Customer will be responsible for the payment of all applicable charges to avoid discontinuance of service. Positive identification may be required when the advance payment is submitted. The Telephone Company will provide a notification and information letter to those customers required to make an advance payment.

(C)

(C)

**6.6.2 Reserved for Future Use**

(T)

(D)

(D)

**SECTION 6 - RULES and REGULATIONS (Cont'd.)**

(C)

**6.6 Payment for Facilities and Services (Cont'd.)**

**6.6.3 Billing Procedures**

A. The Customer is held responsible for all charges for Services rendered and furnished to the Customer.

(C)

B. The Customer shall be responsible for payment of all sales, 911 taxes, Telecommunications Relay Service Surcharges, Federal taxes, fees, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services rendered by the Company, (excepting Company's income taxes). Such items shall be separately stated on the Customer's invoice.

(C)

C. When any municipality, other political subdivision or local agency of government, imposes upon the Telephone Company any license, occupation, or other similar charge or tax applicable to service by the Telephone Company to the Customer, or imposes a charge or tax based upon a percentage of gross receipts, net receipts, or revenues from sale of telephone service by the Telephone Company, the charges for local service to Customers within such municipality, other political subdivision or local agency of government, shall be increased by an amount equal to each such Customer's proportionate part of any such charge or tax, and such amount shall be shown separately on the Customer's bill.

(C)

(C)

**6.6.4 Billing Disputes**

The Telephone Company will investigate customer complaints promptly and thoroughly in accordance with the rules established by the Georgia Public Service Commission. The Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Commission. The Telephone Company contact for filing a complaint is:

Telephone Company Contact: PriorityEscalationTeam@chartercom.com  
US Mail: Executive Escalation Manager  
2 Digital Place  
Simpsonville, SC 29681  
Telephone: 888 GET CHARTER (888 438-2427)

---

**SECTION 6 - RULES and REGULATIONS (Cont'd.)**

(C)

**6.6 Payment for Facilities and Services (Cont'd.)**

**6.6.5 Discontinuance of Service**

A. Reserved for Future Use

(C)  
|  
(C)

B. Service may be terminated for non-payment of a bill, provided that the Telephone Company has made a reasonable attempt to effect collection and has given five (5) days written notice. If contact with the customer was not made previously and the disconnection notice was sent by mail or leaving it at the premises, the utility must make a good faith effort to make personal contact at least two (2) days before the proposed disconnection. The Telephone Company will also provide the customer the opportunity to eliminate portions of the service before terminating service in its entirety.

C. Reserved for Future Use

(C)  
|

D. The Telephone Company may disconnect any service when the Customer has made payment of past due amounts with insufficient funds via check or credit card. The Customer may prevent disconnection by making payment of all amounts owed in guaranteed funds prior to the expiration of the insufficient funds notice.

(C)

(C)

(C)

E. Service may be refused or discontinued for any of the reasons listed below. Unless noted, the customer will be allowed a reasonable time to comply to avoid discontinuance of service:

- 1) Without notice, in the event of a condition determined by the Telephone Company to be hazardous or dangerous;
- 2) Without notice, in the event of customer use of equipment in such a manner as to adversely affect the Telephone Company's service to other customers;
- 3) Without notice, in the event of unauthorized use of telephone service;
- 4) Customer tampering with equipment furnished and owned by the Telephone Company;
- 5) Failure of the customer to permit the Telephone Company reasonable access to its equipment;
- 6) Failure of the customer to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.

---

## SECTION 6 - RULES and REGULATIONS (Cont'd.)

### 6.6 Payment for Facilities and Services (Cont'd)

#### 6.6.5 Discontinuance of Service (cont'd)

E. (cont'd)

- 7) Failure to comply with municipal ordinances and other laws;
- 8) Failure of the customer to provide a advance payment to the Telephone Company, if required;
- 9) Where there is probable cause to believe that there is illegal or willful misues of the Telephone Company's service; including but not limited to; subscriber use or allowance of use of abusive, obscene, profane, lewd, lascivious or suggestive language or material otherwise not protected by law; subscriber use with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user (including Telephone Company employees); or subscriber use to impersonate or permit others to impersonate any other individual.
- 10) The Telephone Company is not required to furnish its service or to continue its service; to any applicant who, at the time of application, is indebted under an undisputed bill to the Telephone Company for telephone service previously furnished to such applicant or any other member of the applicant's household.
- 11) Failure of a Customer to cooperate with the Telephone Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the Customer's right to continuance of service;
- 12) Failure to establish credit on request for initial or additional service. The Customer's credit and past history with the Telephone Company and affiliates may be checked to ascertain credit worthiness. If there are any past due and/or written off balances with the Telephone Company and its affiliates, the Customer will be required to make full payment of indebtedness prior to acceptance for telephone service.
- 13) The Telephone Company may refuse to furnish Service and may also disconnect existing Service for a Customer who demonstrates fraudulent means of obtaining, or attempting, to obtain, or assisting another to obtain, service by any trick, scheme, false representation, false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge for such service.
- 14) For violation of or noncompliance with the Commission's regulations governing service supplied by telecommunications utilities, or for violation of or noncompliance with the utility's rules or tariffs on file with the Commission.

(D)

(D)

**SECTION 6 - RULES and REGULATIONS (Cont'd.)**

(C)

**6.6 Payment for Facilities and Services (Cont'd.)**

**6.6.6 Resumption of Service**

If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company in Company's sole and absolute discretion and Customer pays a advance payment at Company's discretion. All applicable nonrecurring charges shall apply when Services are restored.

(C)

**SECTION 6 - RULES and REGULATIONS (Cont'd.)**

(C)

**6.7 Interruptions of Service and Credit Allowances**

Customers experiencing a service outage, not due to the negligence or willful act of the Customer, exceeding 24 hours (but not including Saturday and Sunday, if part of the first 24 hours) after being reported or found to be out of order, will receive an appropriate credit allowance, upon request.

(C)

(C)

The customer is responsible for providing a suitable supply of commercial electrical power, including outlets, when and where required by the Company for the operation of any Company telecommunications equipment on the customer's premises. Failure to supply adequate commercial electrical power is considered negligence of the customer. A customer may be billed a maintenance visit charge whenever a dispatch is made to correct a service interruption caused by a failure on the customer's side of the demarcation point.



**SECTION 6 - RULES and REGULATIONS (Cont'd.)**

(C)

**6.8 Application for Service (Cont'd.)**

(D)

(D)

**6.8.1 Cancellation of Service**

Service may be terminated upon notice being given to the Telephone Company.  
Payment of all charges will be due for service that has been furnished.

(D)

(D)

---

## SECTION 6 - RULES and REGULATIONS (Cont'd.)

(C)

### 6.9 Directory Listing Service

- A. The rates and regulations for directory listings in this tariff apply only to the alphabetical directory (and Yellow Page directory for business customers) containing the regular alphabetical list of names of Customers. The alphabetical list of names of Customers is for the purpose of informing interested parties of the telephone numbers of Customers and those entitled to use Customers' Service, and special position or arrangement of names is not contemplated. The Telephone Company limits the length of any listing in the directory by the use of abbreviations when, in the opinion of the Telephone Company, the clearness of the listing or the identification of the Customer is not impaired thereby.
- B. Listings shall conform to the incumbent telephone company's practices with respect to its directories. Listings are regularly provided in connection with all classes of exchange service, unless the Customer subscribes to Non-Published, Non-Listed or Private Number Service. Ordinarily, listings are automatically included in the directory.
- C. The Telephone Company will furnish upon request the name and address of the Customer when used to provide recorded announcements under the provisions of this Tariff. One listing included with each subscriber's primary line service, termed the Primary Listing, is provided in accordance with the incumbent telephone company's directory practices.
- One Yellow Page listing included with each Business Customer's primary line service is provided in accordance with the incumbent telephone company's directory practices.
- D. At the request of the Customer, the primary listing may be omitted from both the directory and the Directory Assistance Service records as a Private Telephone Number. Private Telephone Service is furnished subject to the regulations and rates specified in this Tariff. The omission of the primary listing in the directory at the Customer's request does not entitle the Customer to an additional listing without charge in connection with other Services for which the Customer may be subscribing.
- E. In the event of an error in the listed numbers of any customer, the Telephone Company shall intercept all calls to the listed number for a reasonable period of time provided existing telephone equipment will permit and the number is not in service. In such event of an error or omission in the name listing of a customer such customer's correct name and telephone number shall be filed with directory assistance operators. The correct number is furnished to the calling party either upon request or interception.
- F. Whenever any customer's telephone number is changed after a directory is published, the utility shall intercept all calls to the former number for a reasonable period of time and give the calling party the new number provided existing telephone equipment will permit and the customer so desires.

---

## SECTION 6 - RULES and REGULATIONS (Cont'd.)

(C)

### 6.10 Special Construction, Installation and Maintenance

A. Construction performed under this Section shall be at the sole discretion of the Telephone Company. The obligation to provide facilities based services does not require the Telephone Company to build out its facilities to Customers if the Telephone Company cannot reasonably obtain access to the demarcation point. Special charges in the form of installation charges, monthly charges, or both are applied in addition to the usual service charges and monthly rates, when, because of the sporadic or occasional nature of the service or an unusual investment or expense, the revenue does not reasonably compensate the Telephone Company, for example:

(C)

(C)

- 1) The facilities are not presently available, and there is no other requirement for the facilities so constructed.
- 2) The facilities are provided in remote or undeveloped sections or if the facilities are provided on a temporary basis.
- 3) The facilities are of a type other than that which the Telephone Company would normally utilize in the furnishing of its services.
- 4) The facilities would be deployed over a route other than that which the Telephone Company would normally utilize in the furnishing of its services.
- 5) The facilities would be constructed on an expedited basis.
- 6) The facilities would be in a quantity greater than that which the Telephone Company would normally construct.
- 7) The facilities would be constructed on a temporary basis until permanent facilities are available.
- 8) The facilities would be constructed in advance of Telephone Company's normal construction.
- 9) The conditions require the provision of special facilities or unusual methods of plant construction, installation, or maintenance.
- 10) The Customer's location requires the use of costly private right-of-way.

B. Construction charges will be based on cost plus a reasonable administrative charge minus any credit for reuse or salvage.

C. When attachments are made to poles or other companies, in lieu of providing construction for which the Customer would be charged under the provisions hereof, the cost to the Telephone Company for such attachments are borne by the Customer. The Customer is required to pay construction charges as made by another company providing facilities connecting with the facilities of the Telephone Company. Construction charges will not apply to the Customer's station installation that includes the aerial drop that extends from the last pole to the demarcation point. Installation of facilities within subdivisions shall be underground where underground treatment is the usual form of installation.

---

**SECTION 6 - RULES and REGULATIONS (Cont'd.)**

(C)

**6.10 Special Construction, Installation and Maintenance (Cont'd.)**

D. Reserved for Future Use

(T)

(D)

(D)

E. Reserved for Future Use

(T)

(D)

(D)

---

**SECTION 6 - RULES and REGULATIONS (Cont'd.)**

(C)

**6.10 Special Construction, Installation and Maintenance (Cont'd.)**

(D)

F. Reserved for Future Use

(D)

(T)  
(D)

(D)

G. Special Type of Construction - When underground service connections are desired by Customers as initial installation in places where aerial drop wires would ordinarily be used to reach the Customer's premises, or when aerial facilities are used to provide service to a customer and subsequently the Customer desires that such facilities be placed underground, the following regulations apply:

- 1) Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the Customer and in addition, the Customer shall pay the cost of the underground cable, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or are) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Telephone Company.
- 2) The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use.
- 3) Where conductors are laid in a trench, the trench shall be constructed and backfilled by or at the expense of the Customer. In addition, the Customer shall pay the cost of the conductors, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or is) required to furnish the same service.
- 4) Cable or wire installed in conduit will be maintained and replaced at the expense of the Telephone Company where the conduit has been inspected in place by the Telephone Company and approved, but repairs or replacements of cable or wire in conduit not so inspected and approved, or repairs or replacements of cable or wire in conduit or trench made necessary by damages caused by the Customer or his representative will be made only at the Customer's expense.
- 5) Where facilities are changed from aerial to underground, in addition to the above, the Customer is charged the cost of dismantling and removing the aerial facilities.

---

**SECTION 6 - RULES and REGULATIONS (Cont'd.)**

(C)

**6.11 911 Emergency Services**

(D)

(D)

The Telephone Company will supply the 911/E-911 service provider in the Telephone Company's service area with accurate information necessary to update the 911/E-911 database at the time Telephone Company accepts Customer orders.

Database records provide customer-specific information that includes the customer name and service address. This information is made available to emergency service providers in the event that a call is placed to 911 from the Customer's telephone.

(T)

If Customer requires location-specific Automatic Location Information (such as floor and room number within a building) delivery to the Public Safety Answering Point, or otherwise desires E-911 service to be provided for multiple user configurations, Customer must implement Private Switch/Automatic Locations Identification (PS/ALI). Customer must obtain the software and support that enable PS/ALI from a third-party provider.

The Telephone Company will bill the customer a monthly 911 surcharge, per voice grade equivalent line in order to fund the E-911 system. Funds collected will be remitted to the required agency.

For Enhanced 911 (E911) Service the Telephone Company provides Automatic Location information (ALI) to the Public Safety Answering Point (PSAP). For services ordered by the customer the Telephone Company will provide this location information for all lines on the same account. The Telephone Company does not support multiple address locations. The only address sent to 911 operator for all telephone numbers is the service address listed on the account. The Customer is responsible for directing any emergency personnel, related to a 911 call, to the correct building, room, location or person in need of emergency assistance.

Telephone Company equipment must not be moved without contacting the Company. Relocation of equipment may result in the transmission of inaccurate location information. Telephone Company installed equipment may contain battery backup. In the event battery life is exhausted the customer will not be able to use service including service for 911.

(T)

**6.12 Reserved for Future Use**

(D)

**6.13 Access for Telecommunications Relay Service**

Telecommunications Relay Service (TRS) enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate with the hearing population not using TT. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing or speech-impaired persons who do use a TT. A Customer will be able to access the TRS center by either dialing their toll free number or the special access number of 711.

---

## SECTION 7 – EXCHANGE AREAS

The following list comprises the local calling exchange service areas of the Telephone Company. The Telephone Company concurs in the exchange and local calling areas of the Incumbent Local Exchange Carriers and mirrors their calling scopes. Service is provided where technically feasible and facilities are available.

### Local Exchange Service Area

Athens (CWC)  
Atlanta Northeast (CWC)  
Atlanta Metro (AMZ) (CWC)  
Atlanta Northwest (AMNW) (CWC)  
Atlanta South (AMSO) (CWC)  
Barnesville (AMZ) (CWC)  
Bogart-Statham (AMZ) (CWC)  
Bowdon (AMZ) (CWC)  
Bremen (AMZ) (CWC)  
Buchanan (AMZ) (CWC)  
Buford (AMZ)  
Calhoun (BellSouth-GA (AT&T)) (N)  
Carrollton (AMZ) (CWC)  
Cave Spring (CWC)  
Cedartown (AMZ) (CWC)  
Chatsworth (CWC)  
Clermont (AMZ)  
Cohutta (CWC)  
Colbert (CWC)  
Columbus (CWC)<sup>1</sup>  
Comer  
Covington  
Dalton (CWC)  
Danielsville (CWC)  
Dublin (CWC)  
Eatonton<sup>2</sup>  
Flowery Branch (AMZ) (CWC)  
Franklin (CWC)  
Gainesville (AMZ) (CWC)  
Gray<sup>3</sup>  
Greensboro<sup>3</sup>  
Griffin (AMZ) (CWC)

---

<sup>1</sup> Effective 12/05/11, Windjammer Communications will transfer operation of telecommunication services and existing customers of Windjammer Communications to the Telephone Company. Please refer to the Company's Tariff No. 1, Section 9 for rates to existing customers.

<sup>2</sup> Effective 4/23/12 James Cable, LLC (CommuniCom) will transfer operation of telecommunication services and existing customers of James Cable, LLC (CommuniCom) to the Telephone Company.

<sup>3</sup> Effective 5/15/12 James Cable, LLC (CommuniCom) will transfer operation of telecommunication services and existing customers of James Cable, LLC (CommuniCom) to the Telephone Company.

---

## SECTION 7 – EXCHANGE AREAS

### Local Exchange Service Area

Hamilton (CWC)  
Hogansville  
Jackson (AMZ) (CWC)  
La Grange (CWC)  
Lake Sinclair  
Lexington<sup>1</sup>  
Luthersville (AMZ) (CWC)  
Lyerly (CWC)  
Madison<sup>2</sup>  
Manchester  
Menlo (CWC)  
Milledgeville (CWC)  
Newnan (AMZ) (CWC)  
Pine Mountain (CWC)  
Ringgold (CWC)  
Rockmart (AMZ) (CWC)  
Roopville (CWC)  
Rossville (CWC)  
Rutledge<sup>1</sup>  
Sandersville (CWC)<sup>3</sup>  
Senoia (AMZ) (CWC)  
Summerville (CWC)  
Temple (AMZ) (CWC)  
Thomaston (CWC)  
Trion (CWC)  
Tunnel Hill (CWC)  
Union Point<sup>1</sup>  
Villa Rica (CWC)  
Warm Springs  
Watkinsville (CWC)  
West Point (N)  
White Plains<sup>1</sup>  
Winterville (CWC)  
Woodland<sup>1</sup>

---

<sup>1</sup> Effective 5/15/12 James Cable, LLC (CommuniCom) will transfer operation of telecommunication services and existing customers of James Cable, LLC (CommuniCom) to the Telephone Company.

<sup>2</sup> Effective 4/23/12 James Cable, LLC (CommuniCom) will transfer operation of telecommunication services and existing customers of James Cable, LLC (CommuniCom) to the Telephone Company.

<sup>3</sup> Effective 10/22/12 Northland Communications Corporation will transfer operation of telecommunication services and existing customers of Northland Communications Corporation to the Telephone Company.

## SECTION 7 – EXCHANGE AREAS

Service information previously found on pages 55 - 61 is obsolete. The pages listed below are for historical reference.

1<sup>st</sup> Revised Page 55  
1<sup>st</sup> Revised Page 56  
2<sup>nd</sup> Revised Page 57  
2<sup>nd</sup> Revised Page 58  
2<sup>nd</sup> Revised Page 59  
1<sup>st</sup> Revised Page 60  
1<sup>st</sup> Revised Page 61

(N)

(N)

---

## SECTION 7 – EXCHANGE AREAS

(C)

Service information previously found on pages 62.1 - 62.36.2 is obsolete. The pages listed below are for historical reference.

1<sup>st</sup> Revised Page 62.1  
Original Page 62.1.1  
Original Page 62.2  
Original Page 62.3  
Original Page 62.4  
1<sup>st</sup> Revised Page 62.5  
1<sup>st</sup> Revised Page 62.6  
1<sup>st</sup> Revised Page 62.7  
1<sup>st</sup> Revised Page 62.8  
2<sup>nd</sup> Revised Page 62.9  
1<sup>st</sup> Revised Page 62.10  
1<sup>st</sup> Revised Page 62.11  
1<sup>st</sup> Revised Page 62.12  
2<sup>nd</sup> Revised Page 62.13  
2<sup>nd</sup> Revised Page 62.14  
2<sup>nd</sup> Revised Page 62.15  
1<sup>st</sup> Revised Page 62.16  
1<sup>st</sup> Revised Page 62.17  
3<sup>rd</sup> Revised Page 62.18  
2<sup>nd</sup> Revised Page 62.18.1  
Original Page 62.18.1A  
Original Page 62.18.1B  
Original Page 62.18.2  
2<sup>nd</sup> Revised Page 62.19  
1<sup>st</sup> Revised Page 62.20  
1<sup>st</sup> Revised Page 62.21  
1<sup>st</sup> Revised Page 62.22  
1<sup>st</sup> Revised Page 62.23  
1<sup>st</sup> Revised Page 62.24  
1<sup>st</sup> Revised Page 62.25  
Original Page 62.26  
1<sup>st</sup> Revised Page 62.27  
1<sup>st</sup> Revised Page 62.28  
Original Page 62.29  
Original Page 62.30  
3<sup>rd</sup> Revised Page 62.31  
Original Page 62.31.1  
Original Page 62.32  
1<sup>st</sup> Revised Page 62.33  
Original Page 62.34  
Original Page 62.35  
2<sup>nd</sup> Revised Page 62.36  
1<sup>st</sup> Revised Page 62.36.1  
Original Page 62.36.2

(C)

---

Issued: November 14, 2014

Effective: December 15, 2014

Issued By: Betty Sanders, Sr. Director Regulatory Affairs  
12405 Powerscourt Drive, St. Louis, MO 63131  
Charter Fiberlink-Georgia, LLC

---

## SECTION 7 – EXCHANGE AREAS (Cont'd)

Service information previously found on pages 62.37 - 62.43 is obsolete. The pages listed below are for historical reference.

Original Page 62.37  
1<sup>st</sup> Revised 62.38  
Original Page 62.39  
2<sup>nd</sup> Revised Page 62.40  
1<sup>st</sup> Revised Page 62.40.1  
Original Page 62.41  
Original Page 62.42  
2<sup>nd</sup> Revised Page 62.43

(T)

(C)

(C)

### 7.1 County-Wide Calling

In addition to the exchange areas described above, toll free calling on a (1+) or (0+) basis is provided between all local exchange service locations within the same county. On operator-assisted calls, appropriate local operator service charges will apply. Intra-county toll calls that terminate to a Local Exchange Company that is not participating in County-Wide Calling will be rated at appropriate toll charges. A maximum of 30 days will be required to provide this service.

**These toll free calling areas are not provided to the following:**

Sent paid Customer-Provided Public Telephone Service  
Outward Wide Area Telecommunications Service (WATS) and 800/888 Service  
Cellular and Paging Service  
Quoted Charges  
Foreign Exchange  
Remote Call Forwarding

---

**SECTION 8 – RESERVED FOR FUTURE USE**

Service information previously found on pages 65 - 76 is obsolete. The pages listed below are for historical reference.

3<sup>rd</sup> Revised Sheet 65  
3<sup>rd</sup> Revised Sheet 66  
2<sup>nd</sup> Revised Sheet 67  
3<sup>rd</sup> Revised Sheet 68  
3<sup>rd</sup> Revised Sheet 69  
7<sup>th</sup> Revised Sheet 70  
5<sup>th</sup> Revised Page 71  
3<sup>rd</sup> Revised Sheet 72  
1<sup>st</sup> Revised Sheet 73  
2<sup>nd</sup> Revised Sheet 73.1  
6<sup>th</sup> Revised Sheet No. 74  
11<sup>th</sup> Revised Sheet No. 75  
Original Page 75.1  
10<sup>th</sup> Revised Sheet 76

(C)

(C)  
(D)

(D)

**SECTION 9 - RESERVED FOR FUTURE USE**

(C)

(D)

(D)

**SECTION 10 - RESERVED FOR FUTURE USE**

Service information previously found on pages 78.1 - 78.3A is obsolete. The pages listed below are for historical reference.k

- 5<sup>th</sup> Revised Sheet 78.1
- 7<sup>th</sup> Revised Sheet 78.1A
- 2<sup>nd</sup> Revised Sheet 78.1B
- 5<sup>th</sup> Revised Sheet 78.2
- Original Sheet 78.2A
- 4<sup>th</sup> Revised Sheet 78.3
- Original Sheet 78.3A

(C)

(C)

(D)

(D)

---

## SECTION 11 - BUSINESS SERVICES

### 11.1. Rules and Regulations

The regulations specified herein are in addition to the rules contained throughout this Tariff and other tariffs of the Telephone Company. Failure on the part of customers to observe these rules and regulations of the Telephone Company automatically gives the Telephone Company the right to cancel the contract and discontinue the furnishing of service.

The Telephone Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

Products, services, features and functions will be available in accordance with this tariff, where technically and operationally feasible. The quantity of business lines, per customer location, is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required at the customer's expense. The customer must pay for any special construction prior to the activation of service and/or cancellation of contract. All charges are due and payable upon receipt of the bill.

(C)  
|  
(C)

Customer agrees to pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes), including, without limitation, applicable state property taxes. A copy of the Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees or mandated federal and state surcharges.

The Customer is responsible for any fraudulent or misuse of service that occurs through Customer's account whether by a member of Customer's business or an authorized or unauthorized third party. Misuse of service could include PBX Hacking, modem hijacking, excessive usage of international calling, and 411 directory assistance calls and other per-use charges. The Customer is responsible for payment of the fraudulent calls, whether originated from the customer's premises or from remote locations.

Customers who purchase only local exchange and long distance services from the Company will be required to sign up for automatic payment prior to installation of service. The customer must maintain a valid account with automatic payment for not less than six (6) months from the date the Business Telephone Service is installed or be subject to disconnection.

(M)  
|  
(M)

---

## SECTION 11 - BUSINESS SERVICES (Cont'd)

### 11.2. Rights of the Telephone Company

No express or implied waiver by the Telephone Company of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including, but, not limited to Termination, shall relieve the Customers of its obligation to pay the Telephone Company all amounts due.

The Customer shall be in default in the event that the Customer does one (1) or more of the following (each individually to be considered a separate event of default) and the Customers fails to correct each noncompliance within twenty (20) days of receipt of written notice in cases involving non-payment or within thirty (30) days of receipt of written notice in cases involving any other noncompliance:

1. Customer is more than thirty (30) days past due with respect to any payment;
2. Customer has failed to comply with the terms of this tariff or contract;
3. Customer files or initiates proceeding or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law and such proceedings are not dismissed within sixty (60) days.

In the event Customer is in default, the Telephone Company shall have at its discretion, and in addition to any other remedies it may have herein, to:

1. Suspend Services to the Customer immediately until such time the noncompliance has been corrected with affecting Customer's on-going obligation to pay the Telephone Company any amounts due (i.e. monthly charges) as if such suspension of Services had not taken place;
2. Termination of Services; or
3. After the occurrence of two (2) such events of Customer default in any twelve (12) month period of time, terminate contractual agreement and/or all of the applicable service orders.

## SECTION 11 - BUSINESS SERVICES

### 11.2. Rights of the Telephone Company (Cont'd)

(M)  
|  
(M)

If termination is due to noncompliance by the Customer, Customer must pay the Telephone Company a Termination Charge. The Termination Charge shall be equal to fifty percent (50%) of the unpaid balance of the Monthly Service charges that would have been due throughout the remainder of the applicable service period plus one hundred percent (100%) of (a) the outstanding balance of any and all one-time charges and (b) any and all previously waived one-time charges.

Customer shall not use or permit any third party to use the Services in any manner that violates applicable law or causes the Telephone Company to violate applicable law.

Customer represents to the Telephone Company that the Customer has the authority to execute, deliver and carry out the terms of this Tariff and/or individual contract for such telephone services. It is the responsibility of the Customer to ensure that any person who accesses any telephone service through the Customer's equipment or through the Telephone Company's facilities on the Customer's premises will be an authorized user.

The Customer may not assign or transfer (directly or indirectly by any means, his or her individual contract or services to any other entity without first obtaining written consent from the Telephone Company. Contracts may not be amended, supplemented or changed without the written consent of the Customer and the Telephone Company.

Charter may perform an installation review of each service location prior to the installation of services at each service location. At its own expense, the Customer shall be responsible for all site preparation activities necessary for delivery and installation of the equipment and the installation and ongoing provision of Services. All equipment and materials installed or provided by the Telephone Company shall remain the property of the Telephone Company.

Customer is required to provide commercial electrical power or other utility service for the proper function of telephone services.

---

## SECTION 11 - BUSINESS SERVICES (Cont'd)

(N)

### 11.3. Rights of Customer

Customers may cancel without termination fees or penalties any new tariffed service or any new contract for service within thirty (30) days after the new service is initiated. This does not relieve the customer from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer's premises (such as wiring or equipment installation) before the customer canceled.

The Telephone Company shall be in default if one (1) or more of the following occur and the Telephone Company fails to remedy each noncompliance or occurrence within thirty (30) days of receipt of written notice from Customer:

1. The Telephone Company fails to comply with the terms of this Tariff or individual contract and/or any or all of the applicable service orders;
2. The Telephone Company files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief,
3. or proceedings not dismissed within sixty (60) days.

If termination is due to noncompliance by the Telephone Company, the Telephone Company shall reimburse the Customer for any pre-paid, unused monthly service charges attributed to such terminated service. In addition, if termination is due to noncompliance by the Telephone Company within one (1) year of the applicable turn-up (installation) date, the Telephone Company shall pay a termination charge, charges equal to a portion of any one time charge has been paid by the Customer to the Telephone Company relative to the services covered by the terminated service order and/or individual contract.

#### Money Back Guarantee

Upon customer dissatisfaction and disconnection of service, and at the customer's request, the Telephone Company will provide a refund/credit for any initial standard installation charge and one monthly recurring charge, applicable to Charter Business telephone services, under the following conditions:

1. New Charter Business telephone customers qualify to have all levels of telephone services refunded for one month's charges.
2. Current Charter Business telephone customers adding a new level/upgrade of service qualify to receive a credit for one month's charges on the newly added services only.
3. Bulk Accounts, Multi-Dwelling Unit Accounts and National Accounts are not eligible for this offer.
4. The maximum refund allowable is \$500 per account.

This refund/credit is valid for customers who pay the first month's charges for the new or upgraded service and is limited to one refund/credit per customer account. The customer must disconnect the service and request a refund/credit within 45 days of service installation.

Taxes, surcharges, and any other fees or charges that may apply will not be credited or refunded. This guarantee does not apply to per unit long distance charges (domestic or international) incurred beyond that provided for in the monthly recurring charge. Services purchased on a pay per use basis (i.e. Directory Assistance, Operator Services, etc.) are not eligible for this program.

**SECTION 11 - BUSINESS SERVICES (Cont'd)**

**(N)**

**11.4. Reserved for Future Use**

**(C)**

**11.5. Reserved for Future Use**

**11.6. Reserved for Future Use**

**(C)**

**SECTION 11 - BUSINESS SERVICES (Cont'd)**

(C)

**11.7. Reserved for Future Use**

(C)

Service information previously found on pages 83-92 is obsolete. The pages listed below are for historical reference.

- 4<sup>th</sup> Revised Sheet No. 83.1
- 1<sup>st</sup> Revised Sheet No. 83.2
- 4<sup>th</sup> Revised Sheet 84
- 5<sup>th</sup> Revised Page 85
- 1<sup>st</sup> Revised Page 85.1
- 2<sup>nd</sup> Revised Page 86
- 1<sup>st</sup> Revised Sheet No. 86.1
- 12<sup>th</sup> Revised Sheet 87
- 2<sup>nd</sup> Revised Sheet No. 87.1
- 2<sup>nd</sup> Revised Sheet No. 87.2
- 2<sup>nd</sup> Revised Sheet 87.3
- 1<sup>st</sup> Revised Sheet No. 87.4
- 11<sup>th</sup> Revised Sheet No. 88
- 1<sup>st</sup> Revised Sheet No. 88.1
- 4<sup>th</sup> Revised Sheet 89
- 6<sup>th</sup> Revised Sheet No. 90
- 3<sup>rd</sup> Revised Sheet No. 90.1
- 1<sup>st</sup> Revised Sheet No. 90.1.1
- 2<sup>nd</sup> Revised Sheet No. 90.2
- 5<sup>th</sup> Revised Sheet No. 91
- 1<sup>st</sup> Revised Sheet 92

(C)

(D)

(D)

## SECTION 11 - BUSINESS SERVICES (Cont'd)

### 11.8 High Capacity Transmission Services

(T)

The following services are offered where technically and operationally feasible.

#### A. General Description of Service

(T)

High Capacity Transmission Services provides a point-to-point, point-to-multipoint and multipoint-to-multipoint dedicated connection between one or more customer-defined locations and/or the Company. The service, which may utilize Ethernet interfaces, optical fiber and/or coaxial cable facilities, is scalable from 1 Mbps to 100 Gbps and will be designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. All requesting Customers shall have non-discriminatory access to ICB Services and facilities at non-discriminatory rates, terms and conditions.

(T)

(T)

(D)

(D)

**SECTION 11 - BUSINESS SERVICES (Cont'd)**

[Reserved for Future Use]

(D)

(D)

**SECTION 11 - BUSINESS SERVICES (Cont'd)**

[Reserved for Future Use]

(D)

(D)

---

## SECTION 12 - LOCAL INTERCONNECTON SERVICE

(N)

### 12.1. 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, in addition to Section 6, 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 preceding, of this Tariff.

### 12.2 Definitions

For purposes of this Section, the following defined terms shall have the meaning indicated:

- A. "Company" means Charter Fiberlink - Georgia, LLC
- B. "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.
- C. "Subscriber" means the interconnected VoIP end-user customer of the Customer.

(N)

---

## SECTION 12 - LOCAL INTERCONNECTION SERVICE (Cont'd)

(N)

### 12.3 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 services to its Subscribers.
- 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.

### 12.4 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 Sections 6.4. 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.

(N)

---

## SECTION 12 - LOCAL INTERCONNECTION SERVICE (Cont'd)

(N)

### 12.4 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").
- 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.

(N)

---

## SECTION 12 - LOCAL INTERCONNECTION SERVICE (Cont'd)

(N)

### 12.4 Use of Service (Cont'd)

#### A. (Cont'd)

##### 1. (Cont'd)

- 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.

- 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.

### 12.5 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.

(N)

---

**SECTION 12 - LOCAL INTERCONNECTION SERVICE (Cont'd)**

(N)

**12.5 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 LIS without incurring any liability.
2. 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.
3. 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.
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 LIS without incurring any liability.
5. 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.
6. 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.
7. 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.
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.

(N)

---

**SECTION 12 - LOCAL INTERCONNECTION SERVICE (Cont'd)**

(N)

**12.6 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.

**12.7 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.
  - 1. The Company will assist Customer in the provision of directory listings to its Subscribers through third-party providers.
  - 2. 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 7.9.9 of this LIS Tariff.
  - 3. 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.

(N)

---

**SECTION 12 LOCAL INTERCONNECTION SERVICE (Cont'd)**

(N)

**12.8 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 Section 6.4, 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 6.4.

**12.9 LIMITATION OF LIABILITY.** IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 6.4 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.

(N)

**SECTION 12 - LOCAL INTERCONNECTION SERVICE (Cont'd)**

(N)

**12.10 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. The charges for LIS may be revised from time-to-time on one month's notice.
- C. 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.
- D. Rates:

**NONRECURRING CHARGES**

- 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<sup>1</sup>.
- 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).
- 3. Repair/Maintenance Charges to repair customer caused incidents:

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

<sup>1</sup> 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.

(N)

**SECTION 12 - LOCAL INTERCONNECTION SERVICE (Cont'd)**

**12.10 Rates and Charges (Cont'd)**

D. Rates (Cont'd)

	<b>MONTHLY RATE<sup>1</sup></b>	
3. Local Interconnection Port - Per T-1	\$1,000.00 Based on a 36-month Term Contract	
4. Per Customer Subscriber	ICB	<b>(C)</b>
5. 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.		
6. 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.		

---

<sup>1</sup> 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.