

Charter Fiberlink-Illinois, LLC

**IL C.C. Tariff No. 1
2nd Revised Page No. 1
Cancels 1st Revised Page No. 1**

LOCAL AND INTRASTATE INTEREXCHANGE TARIFF

This tariff contains the description, regulations and rates for the furnishing of services and facilities for local and interexchange telecommunications services provided by Charter Fiberlink-Illinois, LLC to customers within the State of Illinois.

(C)

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

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Tariff Check Sheet

Pages listed below are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Sheet	Revision	Sheet	Revision	Sheet	Revision
1	2 nd Revised	29	4 th Revised	55.2	Obsolete
2	77 th Revised*	29.1	1 st Revised	56	Obsolete
3	4 th Revised	30	8 th Revised	57	Obsolete
3.1	4 th Revised	31	Original	57.1	Obsolete
4	2 nd Revised	32	1 st Revised	58	Obsolete
5	1 st Revised	33	2 nd Revised	58.1	Obsolete
6	1 st Revised	33.1	2 nd Revised	59	Obsolete
7	2 nd Revised	34	13 th Revised*	59.1	Obsolete
8	5 th Revised	34.1	2 nd Revised	59.2	Obsolete
9	2 nd Revised	35	7 th Revised	59.3	Obsolete
10	2 nd Revised	35.1	3 rd Revised	60	Obsolete
11	2 nd Revised	36	Obsolete	60.1	Obsolete
12	2 nd Revised	37	Obsolete	61	Obsolete
13	3 rd Revised	37.1	Obsolete	61.1	Obsolete
14	3 rd Revised	38	Obsolete	61.1.1.	Obsolete
15	3 rd Revised	38.1	Obsolete	61.2	Obsolete
16	2 nd Revised	39	Obsolete	61.3	Obsolete
17	2 nd Revised	39.1	Obsolete	61.4	Obsolete
17.1	1 st Revised	40	Obsolete	61.4.1.	Obsolete
17.2	2 nd Revised	40.1	Obsolete	61.5	Obsolete
17.3	2 nd Revised	40.2	Obsolete	61.6	Obsolete
17.4	8 th Revised	41	Obsolete	61.7	Obsolete
17.4.1	3 rd Revised	42	Obsolete	61.8	Obsolete
17.5	3 rd Revised	43	Obsolete	61.9	Obsolete
17.6	4 th Revised	44	2 nd Revised	62	Obsolete
17.7	2 nd Revised	45	Obsolete	62.1	Obsolete
17.8	1 st Revised	46	Obsolete	62.2	Obsolete
17.9	2 nd Revised	47	Obsolete	63	Obsolete
17.10	Original	47.1	Obsolete	64	Obsolete
18	2 nd Revised	47.2	Obsolete	65	Obsolete
19	1 st Revised	48	Obsolete	66	Obsolete
20	3 rd Revised	48.1	Obsolete	67	2 nd Revised
20.1	3 rd Revised	49	Obsolete	68	2 nd Revised
20.2	1 st Revised	49.1	Obsolete	69	2 nd Revised
21	3 rd Revised	49.2	Obsolete	70	1 st Revised
22	3 rd Revised	49.3	Obsolete	71	Original
23	1 st Revised	49.4	Obsolete	72	Original
24	4 th Revised	50	5 th Revised	73	Original
25	3 rd Revised	51	4 th Revised	74	Original
26	4 th Revised	52	4 th Revised	75	Original
27	2 nd Revised	53	4 th Revised	76	Original
28	3 rd Revised	54	3 rd Revised	77	Original
28.1	4 th Revised	55	Obsolete	78	1 st Revised
28.2	4 th Revised	55.1	Obsolete		

*Denotes New/Revised page this filing

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Application of Tariff

This tariff sets forth the service offerings, rates, terms and conditions of services applicable to furnishing local and intrastate interexchange telecommunications services by Charter Fiberlink-Illinois, LLC ("Telephone Company"), a competitive facilities-based provider of telephony services, to customers within the state of Illinois.

(C)

Explanation of Symbols

The following symbols are used herein to identify schedule and text changes:

- (R) To signify a reduction
- (I) To signify an increase
- (C) To signify a changed regulation
- (T) To signify a change in text, but no change in rate or regulation
- (S) To signify a reissued matter
- (M) To signify relocation of text without change
- (N) To signify a new rate or regulation
- (D) To signify a discontinued rate or regulation
- (Z) To signify a correction of Text

1. Definitions and Terms

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)

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.

(D)

(D)

Carrier – The term “Carrier” means Charter Fiberlink-Illinois, LLC or the Telephone Company.

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)

(D)

Commission – Illinois Commerce Commission

Competitive Local Exchange Carrier (CLEC) or Alternative Local Exchange Carrier (ALEC)- means any entity or person providing local exchange services in competition with an ILEC or LEC.

(D)

(D)

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

Connection Charge – See “Service Charge”.

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1. Definitions and Terms (Cont'd)

(N)

(D)

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

(T)

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.

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 and Intrastate Interexchange 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) 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)

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1. Definitions and Terms (Cont'd)

(N)

(D)

(D)

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)

ICC – The Illinois Commerce Commission

(D)
(D)

Incumbent Local Exchange Carrier (ILEC) or Local Exchange Carrier (LEC) – is 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)

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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.

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1. 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 communication between U.S. and another country.

Interstate – Refers to communication between states within the Continental U.S. (unless otherwise noted)

Intrastate – Refers to communication within a single state.

(D)
(D)

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.

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.

(D)
|
(D)

1. Definitions and Terms (Cont'd)

(N)

Premises – The buildings, portion or portions of a building on contiguous property used and/or occupied at one time by the customer. Where floor space in adjoining buildings is made contiguous 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 contiguous floor space is concerned, the two buildings otherwise being considered as separate buildings.

(T)

(D)

|

(D)

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

Services – The Telephone Company's regulated common carrier communications services provided under this Tariff.

(D)

(D)

Subscriber – The term "Customer" is synonymous with the term "subscriber".

(D)

|

(D)

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

(D)

|

(D)

Telephone Company – Charter Fiberlink-Illinois, 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.

1. Definitions and Terms (Cont'd)

(N)

(D)
(D)

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

(D)
|
(D)

Termination Charge – A charge applied under certain conditions when service is terminated by the customer before the expiration of the minimum commitment period.

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.

(D)
(D)

2. Exchange Areas

The Telephone Company adopts the exchange and local calling areas as defined by AT&T, Inc. and Frontier North, Inc. The following exchanges comprise the service areas of the Telephone Company: **(C)**
(C)

Originating Exchange	ILEC	Local Calling Area	(T)
Alton	AT&T	Alton	
		Belleville Adams	
		Belleville Pioneers	
		Bethalto	
		Brighton	
			(D)
		Collinsville	(D)
			(D)
		East St. Louis	
		Edgemont	
		Edwardsville	(D)
	(D)		
	Freeburg		
	Glen Carbon	(D)	
		(D)	
		Granite City	
		Lebanon	
		Marine	
		New Athens	
		O'Fallon	(D)
			(D)
		Troy	
		Wood River	
Aviston	AT&T	Aviston	
		Beckemeyer	
		Breese	
		Carlyle	
		Germantown	
		Greenville	
		Trenton	
Beckemeyer	AT&T	Beckemeyer	
		Aviston	
		Breese	
		Carlyle	
		Germantown	
		Greenville	
		Trenton	

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2. Exchange Areas (cont'd) (N)

Originating Exchange	ILEC	Local Calling Area	
Belleville	AT&T	Belleville	(M) (D) (D) (D) (D) (D) (D) (D) (D) (D) (D) (D) (D) (D)
		Alton	
		Bethalto	
		Brighton	
		Collinsville	
		East St. Louis	
		Edgemont	
		Edwardsville	
		Freeburg	
		Glen Carbon	
		Granite City	
		Lebanon	
		Marine	
		New Athens	
O'Fallon			
Troy			
Wood River			
Bethalto	AT&T	Bethalto	(D) (D) (D) (D) (D) (D) (D) (D) (D) (D)
		Alton	
		Belleville Adams	
		Belleville Pioneer	
		Brighton	
		Collinsville	
		East St. Louis	
		Edgemont	
		Edwardsville	
		Freeburg	
Glen Carbon			

2. Exchange Areas (cont'd) (N)

Originating Exchange	ILEC	Local Calling Area	(T)	
Bethalto (cont'd)	AT&T	Granite City	(M)	
		Lebanon		
		Marine		
		New Athens		
		O'Fallon		
Breese	AT&T	Troy	(D)	
		Wood River	(D)	
		Breese	(M)	
		Aviston		
		Beckemeyer		
Carlyle				
Carlyle	AT&T	Germantown	(M)	
		Greenville		
		Trenton		
		Carlyle		(M)
		Aviston		
Beckemeyer				
Breese				
Germantown				
Centralia	AT&T	Greenville	(M)	
		Trenton		
		Centralia		(M)
		Bluford		
		Dix		
		Harmony		
		Iuka		
		Kell		
		Kinmundy		
		Mt. Vernon		
Salem				
Collinsville	AT&T	Salem	(M)	
		Collinsville		
		Alton		
		Belleville Adams		
		Belleville Pioneer		
		Bethalto		
		Brighton		
		Brighton		(D)
		Brighton		
		East St. Louis		(D)
Edgemont				

2. Exchange Areas (cont'd) (N)

Originating Exchange	ILEC	Local Calling Area	(T)
-----------------------------	-------------	---------------------------	------------

Collinsville (cont'd)	AT&T	Edwardsville	(M)
		Freeburg	(D)
		Glen Carbon	(D)
		Granite City	(D)
		Lebanon	(D)
		Marine	(D)
		New Athens	(D)
		O'Fallon	(D)
		Troy	(M)
		Wood River	(M)
East St. Louis	AT&T	East St. Louis	(M)
		Alton	(D)
		Belleville Adams	(D)
		Belleville Pioneer	(D)
		Bethalto	(D)
		Brighton	(D)
		Collinsville	(D)
		Edgemont	(D)
		Edwardsville	(D)
		Freeburg	(D)
		Glen Carbon	(D)
		Granite City	(D)
		Lebanon	(D)
		Marine	(D)
		New Athens	(D)
		O'Fallon	(D)
		St. Louis, MO	(M)
		Troy	(M)
		Wood River	(M)

2. Exchange Areas (cont'd) (N)

Originating Exchange ILEC Local Calling Area (T)

Edgmont	AT&T	Edgmont	(M)	
		Alton		
		Belleville Adams		
		Belleville Pioneer		
		Bethalto		
		Brighton		
				(D)
		Collinsville		(D)
		East St. Louis		(D)
		Edwardsville		(D)
		Freeburg		(D)
		Glen Carbon		(D)
		Granite City		(D)
		Lebanon		(D)
Marine	(D)			
New Athens	(D)			
O'Fallon	(D)			
	(D)			
		Troy	(M)	
		Wood River	(M)	
Edwardsville	AT&T	Edwardsville	(M)	
		Alton		
		Belleville Adams		
		Belleville Pioneer		
		Bethalto		
		Brighton		
				(D)
		Collinsville		(D)
		East St. Louis		(D)
		Edgmont		(D)
		Freeburg		(D)
		Glen Carbon		(D)
		Granite City		(D)
		Lebanon		(M)

2. Exchange Areas (cont'd) (N)

Originating Exchange	ILEC	Local Calling Area	(T)
-----------------------------	-------------	---------------------------	------------

Edwardsville (cont'd)	AT&T	Marine New Athens O'Fallon	(M)
			(D)
			(D)
		Troy Wood River	(M)

Freeburg	AT&T	Freeburg Alton Belleville Adams Belleville Pioneer Bethalto Brighton	(D)
		Collinsville	(D)
		East St. Louis Edgemont Edwardsville	(D)
		Glen Carbon	(M)
			(D)
		Granite City Lebanon Marine New Athens O'Fallon	(D)
			(D)
		Troy Wood River	(M)

Germantown	AT&T	Germantown Aviston Beckemeyer Breese Carlyle Greenville Trenton	(M)
			(M)

2. Exchange Areas (cont'd) (N)

Originating Exchange	ILEC	Local Calling Area	(T)
-----------------------------	-------------	---------------------------	------------

Glen Carbon	AT&T	Glen Carbon	(M)
		Alton	
		Belleville Adams	
		Belleville Pioneer	
		Bethalto	
		Brighton	
			(D)
		Collinsville	(D)
		East St. Louis	
		Edgemont	
		Edwardsville	
			(D)
		Freeburg	(D)
			(D)
		Granite City	
		Lebanon	
		Marine	
		New Athens	
		O'Fallon	
			(D)
			(D)
		Troy	
		Wood River	(M)

Granite City	AT&T	Granite City	(M)
		Alton	
		Belleville Adams	
		Belleville Pioneer	
		Bethalto	
		Brighton	
			(D)
		Collinsville	(D)
		East St. Louis	
		Edgemont	
		Edwardsville	
			(D)
		Freeburg	
		Glen Carbon	
			(D)
		Lebanon	(M)

2. Exchange Areas (cont'd) (N)

Originating Exchange	ILEC	Local Calling Area	(T)			
Granite City (cont'd)	AT&T	Marine	(M) (D) (D) (M)			
		New Athens				
		O'Fallon				
		St. Louis, MO				
		Troy				
		Wood River				
		Harmony		AT&T	Harmony	(M)
		Bluford			(M)	
		Centralia			(C)	
		Dix			(M)	
Iuka	(M) 					
Kell	(M)					
Harvard	AT&T	Kinmundy	(M)			
		Mt. Vernon	(M)			
		Salem	(M)			
Harvard	AT&T	Harvard	(M) 			
		Marengo	(M)			
		Woodstock	(M)			
Lebanon	AT&T	Lebanon	(M) (D) (D) (D) (D) (D) (D) (D) (M)			
		Alton				
		Belleville Adams				
		Belleville Pioneer				
		Bethalto				
		Brighton				
		Collinsville				
		East St. Louis				
		Edgemont				
		Edwardsville				
		Freeburg				
		Glen Carbon				
		Granite City				
		Marine				
New Athens						

2. Exchange Areas (cont'd) (N)

Originating Exchange ILEC Local Calling Area (T)

Lebanon (cont'd)	AT&T	O'Fallon	(M) (D) (D)
		Trenton	
		Troy	
		Wood River	(M)
Marengo	AT&T	Marengo	(M)
		Hampshire	
		Harvard	
		Union	
		Woodstock	(M)
Marine	AT&T	Marine	(M)
		Alton	
		Belleville - Adams	
		Belleville - Pioneer	
		Bethalto	
		Brighton	
		Collinsville	
		East St. Louis	
		Edgemont	
		Edwardsville	
		Freeburg	
		Glen Carbon	
		Granite City	
		Lebanon	
		New Athens	
		O'Fallon	
		Trenton	
		Troy	
		Wood River	(M)
Mt. Vernon	AT&T	Mt. Vernon	(M)
		Bluford	
		Centralia	(M)
		Dix	(C)
		Harmony	(M)
		Iuka	
		Kell	
		Kinmundy	
		Salem	(M)

2. Exchange Areas (cont'd) (N)

Originating Exchange	ILEC	Local Calling Area	(T)	
Nashville	AT&T	Nashville	(M)	
O'Fallon	AT&T	O'Fallon	(M)	
		Alton		
		Belleville Adams		
		Belleville Pioneer		
		Bethalto		
		Brighton		
		Collinsville		(D)
		East St. Louis		(D)
		Edgemont		
		Edwardsville		(D)
		Freeburg		(D)
		Glen Carbon		
		Granite City	(D)	
		Lebanon		
		Marine		
		New Athens		
			(D)	
		Troy	(D)	
		Wood River		
Rockford	AT&T	Rockford	(M)	
		Belvidere		
		Byron		
		Cherry Valley		
		New Milford		
		Poplar Grove		
		Rock Cut		
		Rockton		
		Roscoe		
		Shirland		
		South Beloit		
		Stillman Valley		
		Winnebago		(M)

2. Exchange Areas (cont'd) (N)

Originating Exchange	ILEC	Local Calling Area	(T)		
Salem	AT&T	Salem	(M)		
		Bluford			
		Centralia	(M)		
		Dix	(C)		
		Harmony	(M)		
		luka			
		Kell			
		Kinmundy			
		Mt. Vernon	(M)		
South Beloit	AT&T	South Beloit Beloit, WI	(C)		
Trenton	AT&T	Trenton	(M)		
		Aviston			
		Beckemeyer			
		Breese			
		Carlyle			
		Germantown			
		Greenville			
		Lebanon	(M)		
Troy	AT&T	Troy	(M)		
		Alton			
		Belleville Adams			
		Belleville Pioneer			
		Bethalto			
		Brighton			
					(D)
					(D)
				Collinsville	
				East St. Louis	
				Edgemont	
				Edwardsville	
					(D)
				Freeburg	
		Glen Carbon			
			(D)		
		Granite City			
		Lebanon			
		Marine			
		New Athens			
		O'Fallon			
			(D)		
			(D)		
		Wood River	(M)		

2. Exchange Areas (cont'd) (N)

Originating Exchange	I L E C	Local Calling Area	(T)
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Union	AT&T	Union Algonquin Crystal Lake Hampshire Harvard Huntley Marengo Woodstock Woodstock North CL	
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Wood River	AT&T	Wood River Alton Belleville Adams Belleville Pioneer Bethalto Brighton Collinsville East St. Louis Edgemont Edwardsville Freeburg Glen Carbon Granite City Lebanon Marine New Athens O'Fallon Troy	(M) (D) (D) (D) (D) (D) (D) (D) (D) (M)
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2. Exchange Areas (cont'd) (N)

Originating Exchange	ILEC	Local Calling Area	(T)
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			(M)
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Albers	Frontier	Albers Addieville Aviston Bartelso Beckemeyer Breese Carlyle Fayetteville Germantown Highland Lebanon Mascoutah New Baden New Minden Okawville St. Jacob St. Libory Summerfield Trenton Venedy	(M)
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Genoa	Frontier	Genoa Dekalb Kirkland Malta Maple Park Sycamore	(M)
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Highland	Frontier	Highland Albers Alhambra Aviston Breese Germantown Grantfork Hamel Lebanon Marine New Baden Pocahontas St. Jacob Summerfield Trenton Troy	(M)
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2. Exchange Areas (cont'd) (N)

Originating Exchange	ILEC	Local Calling Area	(T)
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Mascoutah	Frontier	Mascoutah Albers Aviston Belleville Fayetteville Freeburg Germantown Lebanon New Athens New Baden O'Fallon Okawville St. Libory Summerfield Trenton Venedy	(M)
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Millstadt	Frontier	Millstadt Belleville Columbia Dupo East St. Louis Edgemont Freeburg Hecker O'Fallon Waterloo Westview	(M)
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New Baden	Frontier	New Baden Albers Aviston Bartelso Belleville Breese Fayetteville Freeburg Germantown Highland Lebanon Mascoutah O'Fallon Okawville	(M)
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2. Exchange Areas (cont'd) (N)

Originating Exchange	ILEC	Local Calling Area	(T)
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New Baden (cont'd)	Frontier	St. Jacob	(M)
		St. Labory	
		Summerfield	
		Trenton	
		Venedy	

Okawville	Frontier	Okawville	(M)
		Addieville	
		Albers	
		Aviston	
		Bartelso	
		Beckemeyer	
		Breese	
		Fayetteville	
		Germantown	
		Mascoutah	
		Nashville	
		New Baden	
		New Minden	
		Oakdale	
		St. Libory	
		Trenton	
Venedy			

Richmond	Frontier	Richmond	(M)
		Antioch	
		Fox Lake	
		Hebron	
		Lake Villa	
		McHenry	
		Round Lake	
		Spring Grove	
		Wonder Lake	
		Woodstock	

Rock Cut	Frontier	Rock Cut	(M)
		Belvidere	
		Capron	
		Cherry Valley	
		Garden Prairie	
		New Milford	
		Poplar Grove	
		Rockford	
		Rockton	
		Roscoe	
		Shirland	

2. Exchange Areas (cont'd)

Originating Exchange	ILEC	Local Calling Area	
Rockton	Frontier	Rockton Durand Poplar Grove Rock Cut Rockford Roscoe Shirland South Beloit	
Roscoe	Frontier	Roscoe Belvidere Capron Cherry Valley Poplar Grove Rock Cut Rockford Rockton Shirland South Beloit	
Sandoval	Frontier	Sandoval	(N)
Spring Grove	Frontier	Spring Grove Antioch Crystal Lake Fox Lake Grays Lake Hebron Lake Villa McHenry Richmond Round Lake Wauconda Wonder Lake Woodstock	

2. Exchange Areas (Cont'd)

Originating Exchange	ILEC	Local Calling Area	
Summerfield	Frontier North, Inc.	Summerfield Albers Aviston Belleville Breese Collinsville Fayetteville Freeburg Germantown Highland Lebanon Marine Mascoutah New Baden O'Fallon St Jacob Trenton Troy Venedy	
Westfield	Frontier North, Inc.	Westview Belleville Collinsville Columbia Dupo East St. Louis Edgemont Freeburg Granite City Hecker Millstadt O'Fallon Waterloo	
Woodlawn	Frontier North, Inc.	Woodlawn	(N)

2. Exchange Areas (cont'd)

Originating Exchange	ILEC	Local Calling Area
Harrisonville Telephone Co.	Columbia	Columbia Dupo Prairie du Rocher Red Bud Renault Valmeyer Waterloo
Harrisonville Telephone Co.	Dupo	Dupo Columbia Prairie du Rocher Red Bud Renault Valmeyer Waterloo
Harrisonville Telephone Co.	Waterloo	Waterloo Columbia Dupo Prairie du Rocher Red Bud Renault Valmeyer

(N)

(N)

3. Rules and Regulations

3.1 Obligation and Liability of the Telephone Company

3.1.1 Availability of Facilities and Equipment

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.

The installation and restoration of Services shall be subject to the regulations set forth in this Tariff.

3.1.2 Interruptions of Service

In the event of an interruption to the service not due to the negligence or willful act of the customer or customer premises equipment, an allowance will be made if the interruption continues for more than twenty-four (24) hours from the time it is reported to the Telephone Company upon customer request. (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 service dispatch charge whenever a dispatch is made to correct a service interruption caused by customer negligence or failure on the customer's side of the Demarcation Point. (C)

In the event the Customer is affected by such interruption, not due to customer negligence, for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

Service Interruption Credits

The Telephone Company will provide a credit for disruption of local service will be applied to the next customer bill statement after the interruption. The service credits will be given as follows:

If the service interruption is for 48 hours or less, a credit will be given equal to a pro-rata portion of the monthly recurring charges for all local services disrupted. A pro-rata portion shall be based upon a 30-day month.

If the service interruption is for more than 48 hours, but not more than 72 hours, a credit will be given equal to at least 33% of one month's recurring charges for all local services disrupted.

If the service interruption is for more than 72 hours, but less than 96 hours, a credit will be given equal to at least 67% of one month's recurring charges for all local services disrupted.

If the service interruption is for more than 96 hours, but not more than 120 hours, a credit will be given equal to one month's recurring charges for all local services disrupted. For each day or portion thereof that the service interruption continues beyond the initial 120-hour period, an additional \$20 credit, per day, will be given

3. Rules and Regulations (Cont'd)

(N)

3.1.3 Liability

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 except as follows:

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 or inside wiring, a credit shall be given in accordance to Administrative Code 83. Section 730.535.

In no event will the Telephone Company be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. The Telephone Company will not be liable for claims or damages resulting from or caused by:

- A. Customer's fault, negligence or failure to perform Customer's responsibilities;
- B. Claims against Customer by another party;
- C. Any act or omission of any other party; or
- D. Equipment or service furnished by a third party.

The Telephone Company does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold the Telephone Company harmless from any and all loss, damage or destruction of any property, whether owned by the Customer or others, cause or claimed to have been caused directly or indirectly by the installation, operations, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.

The Telephone Company is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by the Telephone Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Telephone Company negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Telephone Company without written authorization. The Customer will indemnify and save harmless the Telephone Company from any claims of the owner of the Customer's premises or other third party claims for such damages.

The Telephone Company and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application of service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures that may create a *force majeure* condition for the other party.

The Telephone Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This

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3. Rules and Regulations (Cont'd)

(N)

3.1.3. Liability (Cont'd)

unauthorized use of the Customer's facilities includes, but it not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-Provided Equipment that are transmitted or carried on the Telephone Company network.

Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Telephone Company facility that provides interconnection. The Telephone Company shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.

The Telephone Company will not be responsible if any changes in its service cause hardware or software not provided by the Telephone Company to become obsolete, require modification or alternation, or otherwise affect the performance of such hardware or software.

With respect to the services, materials and equipment provided hereunder, the Telephone Company makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

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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.

Upon the request of the Customer for trouble a visit 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.

(C)

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. The Customer also agrees to release, indemnify and hold

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3. Rules and Regulations (Cont'd)

(N)

3.1.3. Liability (Cont'd)

(N)

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.

(M)

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.

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 on the system 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.

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.

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3. Rules and Regulations (Cont'd)

(N)

3.1.4 Directory Errors and Omissions

In the event of an error or omission in the listing of customer's name, the Telephone Company will make available the correct name and telephone number to directory assistance, except non-published telephone numbers. If a customer's telephone number is changed after a directory is published, the Telephone Company will provide the new telephone number, except non publish telephone numbers, for at least 120 days.

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 his/her area within the Telephone Company service areas in the State of Illinois.

3.1.5 Transmitting Message

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 attach to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between customers because of such errors.

3. Rules and Regulations (Cont'd)

(N)

3.1.6 Use of Connecting Telephone Company Lines

When suitable arrangements can be made, lines or 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.

3.1.7 Defacement of Premises

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.

3.1.8 Reserved for Future Use

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3.1.9 Reserved for Future Use

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3.1.10 Customer Credits

Missed Appointments

Service is installed upon mutual agreement between the Customer and the Telephone Company. If the Telephone Company fails to keep a scheduled repair or installation appointment when a customer is required to be present, the Telephone Company shall credit the customer \$50 per missed appointment. A credit does not apply when the Telephone Company provides the customer with 24-hour notice of its inability to keep the appointment. The 24-hour notice period shall be construed to mean 24 hours notice by the end of each 4 hour window the day before the scheduled appointment.

3. Rules and Regulations (Cont'd)

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3.2 Practices and Procedures

3.2.1 Rights of the Telephone Company in Furnishing Service

Ownership and Use of Services

Facilities furnished by the Telephone Company to provide transmission Service on the premises of a Customer (except for inside wiring and inside jacks) are the property of the Telephone Company. Telephone numbers assigned to the Customer by the Telephone Company are portable and transferable with the Customer. 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.

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 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.

Responsibilities of Customer

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.

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The Company may assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest. The Customer may not transfer or assign his or her rights or obligations associated with the Services hereunder without the Company's prior written consent.

3.2 Practices and Procedures (Cont'd)

(N)

The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Telephone Company, except upon the written consent of the Telephone Company. The equipment the Telephone Company provides or installs at the Customer premises for use in connection with the service the Telephone Company offers shall not be used for any purpose other than for which it was provided.

The Customer shall ensure that the equipment and/or system are properly interfaced with the Telephone Company's facilities or service. If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Telephone Company will permit such equipment to be connected with its channels without the use of protective interface devices.

The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using the Telephone Company's service. The Customer shall be responsible for payment of all applicable charges for services provided by the Telephone Company and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.

The Telephone Company shall be indemnified and held harmless by the Customer against claims of libel, slander, or the infringement of copyright, or for unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the Telephone Company's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, the Telephone Company's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with the Telephone Company's service. The Customer shall be liable for:

- A. Loss due to theft, fire, flood, or other destruction of the Telephone Company's equipment or facilities on Customer's premises.
- B. Reimbursing the Telephone Company for damages to facilities or equipment caused by the negligence or willful acts of the Customer.

Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless the Telephone Company specifically authorizes said visit or repairs in advance of the occurrence and the Telephone Company agrees in advance to accept the liability for said repairs or visit.

Payment for all the Telephone Company service charges incurred through usage or direct action on the part of the Customer.

Payment of Charges

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

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Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be

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3.2 Practices and Procedures (Cont'd)

3.2.1 Rights of the Telephone Company in Furnishing Service (cont'd)

Payment of Charges (cont'd)

considered a month. The rates charged to a Customer will be the rates in effect on the first day of the Customer's billing cycle.

The customer shall be allowed twenty-one (21) days from the postmark on their bill statement to make payment. Bills are due and payable as specified on the bill. All charges for service are payable only in United State currency. Payment may be made by cash, check, money order, cashier's check or certain major credit cards.

The Telephone Company may assess a charge for each returned check.

The Customer is responsible to pay the Telephone Company for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.

If service is suspended/disconnected by the Telephone Company in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable reconnection charges as outlined in this Tariff.

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3.2.2 Establishment and Provision of Service

Applications for initial or additional Services may be made to Telephone Company in writing. The Telephone Company may use post account information in establishing any advance payment amount that may be required.

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Any change in rates or regulations prescribed by public authority having applicable jurisdiction, modifies all terms and regulations of the Services to the extent of such changes.

The Telephone Company reserves the right to refuse service to any applicant who is found to be indebted to the Telephone Company or its affiliates for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Telephone Company may also refuse to furnish service to any applicant desiring to establish service for former Customers of the Telephone Company or its affiliates who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.

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3.2 Practices and Procedures (Cont'd)

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3.2.3 Directory Listing Service

The alphabetical list of names of Customers is for the purpose of informing interested parties of the telephone numbers of Customers and special position or arrangement of names is not contemplated. The following regulations also apply to Yellow Page listings for business customers.

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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.

Listings shall conform to the ILEC's practices with respect to its directories.

(T)

Listings are regularly provided in connection with all classes of Exchange Service, unless the Customer subscribes to Non-Listed, Non-Published or Private Number Service. Ordinarily, listings are automatically included in the directory. A listing, however, may be omitted upon request of a Customer when, in the judgment of the Telephone Company, the omission of the listing is warranted by the circumstances of the particular case.

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 ILEC's directory practices.

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One Yellow Page listing included with each Business Customer's primary line service is provided in accordance with the ILEC's directory practices.

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3.2 Practices and Procedures (Cont'd)

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At the request of the Customer, the primary listing may be omitted from the directory and the directory assistance service records as a private telephone number. Private Number 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.

3.2.4 Priority of Service

In case 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.

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3.2.5 Customer Premise Equipment (CPE)

Customer Premises Equipment ("CPE") is all terminal equipment 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.

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The Telephone Company shall allow Customers to secure the provision, repair, and maintenance of CPE and inside wiring from any supplier, provided that such equipment shall be in compliance with applicable registration standards promulgated by the Federal Communications Commission.

3.2.6 Fees and Taxes Billed to Customer

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.

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3.2 Practices and Procedures (Cont'd)

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3.2.7 Initial Contract Periods

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- A. Unless otherwise specified herein or elsewhere in the Telephone Company's Local and Intrastate Interexchange Exchange Tariffs, the initial (or minimum) period for service is one (1) month from the date service is established and the minimum charge is the established rate for one (1) month.
- B. The length of period for directory listings where the listings have been published is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.
- C. The Telephone Company may require a Service period longer than one (1) month at the same location in connection with (nonstandard) types or arrangements of facilities, or for unusual construction, necessary to meet special demands, and involving extra costs.

3.2.8 Advance Payments

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3.2 Practices and Procedures (Cont'd)

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3.2.8 Advance Payments (Cont'd)

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During the application process, the Telephone Company may check commercial credit services or past payment history with the Telephone Company or its affiliate (a Charter Communications Company providing High Speed Internet or Video services) in order to ascertain credit worthiness for use in establishing treatment for telephone service. Applicants who have an indebtedness, with an Affiliate, will be required to make full payment of indebtedness prior to acceptance for telephone service. The Telephone Company reserves the right to refuse service if the customer fails to fulfill these requirements.

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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 equal to the applicable installation charge and one month of recurring charges, excluding taxes and surcharges. The Advance Payment will appear as a credit and be applied to the first month bill. The Telephone Company reserves the right to refuse service if the customer fails to fulfill standard requirements. After service has been established, the Customer will be responsible for the payment of all applicable charges to avoid discontinuance of service. The Telephone Company may require proof of positive identification from those customers required to make an Advance Payment.

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3.2 Practices and Procedures (Cont'd)

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3.2.9 Suspension or Termination of Service

Voluntary Suspension

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

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3.2 Practices and Procedures (Cont'd)

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3.2.9 Suspension or Termination of Service (Cont'd)

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Involuntary Termination

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 written notice for the Customer to make settlement on their Account or have service disconnected. The Telephone Company will also provide the Customer the opportunity to eliminate portions of the Service before terminating Service in its entirety. Written notice will be provided, with reasons specified, to the Customer at least eight (8) days, excluding Sundays and legal holidays, prior to the date of the proposed discontinuance. Notice will be sent to the Customer via first class US Mail.

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Notice of discontinuance will not be mailed before the third business day following the due date shown on the bill.

The Telephone Company may disconnect, on 24 hours notice after written notification, any service when the Customer has made payment of past due amounts with insufficient funds via check or credit card. Customer may prevent disconnection by making payment of all amounts owed in guaranteed funds prior to the expiration of the 24-hour insufficient funds notice.

The Telephone Company may discontinue or refuse service for any of the reasons below:

1. For failure to make an advance payment, if required.
2. For failure to pay a past due bill owed to the Telephone Company, including one for the same class of service furnished to the customer at the same or another location, or where the customer voluntarily assumed, in writing, responsibility for the bills of another customer. The Telephone Company may discontinue service if the current customer is liable for a past due bill for telephone service pursuant to Section 15 of the Rights of Married Persons Act, unless the Customer, at the option of the Telephone Company, pays any past due bill and /or provides a deposit pursuant to Section 735.120 and/or enters into a deferred payment agreement.
3. For failure to make payment in accordance with the terms of the deferred payment agreement.
4. For failure to provide the Telephone Company with necessary access to company-owned equipment.
5. The Telephone Company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the Telephone Company has so notified the customer prior to disconnection.
6. For violation of or noncompliance with a Commission Order.
7. For violation of or noncompliance with any rules off the Telephone Company on file with the Commission for which the Telephone Company is authorized by tariff to discontinue service for violation or noncompliance on the part of the customer.
8. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service.

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3.2 Practices and Procedures (Cont'd)

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3.2.9 Suspension or Termination of Service (Cont'd)

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Involuntary Termination (cont'd)

9. The Customer's use of equipment adversely affect the Telephone Company's service to others. This disconnection may be done without notice to the Customer or user.
10. Failure of a Customer to cooperate with the Telephone company in efforts to resolve an inquiry which as the effect of placing charges in dispute shall constitute a waiver of the Customer's right to continuance.
11. Obtain or use telephone service in a fraudulent manner. 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.
12. Where there is probable cause to believe that there is illegal or willful misuse of the Telephone Company's service; including but not limited to; the 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.

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3.2 Practices and Procedures (Cont'd)

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3.2.9 Suspension or Termination of Service (Cont'd)

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Billing Disputes

Any complaint or disputed charge may be brought to the Telephone Company's attention via the Customer Service 800# on the customer's bill or via the address below:

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

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In the case of a billing dispute between the Customer and the Telephone Company that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

The Customer may request investigation into the disputed amount by the Telephone Company. During the period that the disputed amount is under investigation, the Telephone Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Telephone Company may discontinue service. In the event the dispute is not resolved, the Telephone Company shall inform the customer that the customer has the option to pursue the matter with the Illinois Commerce Commission at the location below:

Illinois Commerce Commission
Consumer Services Division
527 East Capitol Avenue
Springfield, Illinois 62701
800-524-0795

3.2 Practices and Procedures (Cont'd)

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3.2.10 Payment for Facilities and Services

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

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The customer is allowed twenty-one (21) days from the postmark on the bill statement to make payment. Charges are considered past due after the date stated on the bill.

If within a twelve (12) month period, the Telephone Company receives more than one check or other form of payment that is dishonored, the Telephone Company may place the account on a cash only payment basis. The Telephone Company must notify the customer in writing of the cash only restriction. Dishonored checks may be assessed a non-sufficient fund change by the Telephone Company.

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3.2.11 Construction, Installation and Maintenance Charges

Construction performed under this Section shall be at the sole discretion of the Telephone Company.

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:

- A. The facilities are not presently available, and there is no other requirement for the facilities so constructed.
- B. The facilities are provided in remote or undeveloped sections or if the facilities are provided on a temporary basis.
- C. The facilities are of a type other than that which the Telephone Company would normally utilize in the furnishing of its services.
- D. The facilities would be deployed over a route other than that which the Telephone Company would normally utilize in the furnishing of its services.
- E. The facilities would be constructed on an expedited basis.
- F. The facilities would be in a quantity greater than that which the Telephone Company would normally construct.
- G. The facilities would be constructed on a temporary basis until permanent facilities are available.
- H. The facilities would be constructed in advance of Telephone Company's normal construction.
- I. The conditions require the provision of special facilities or unusual methods of plant construction, installation, or maintenance.
- J. The Customer's location requires the use of costly private right-of-way.

Title to all construction, provided wholly or partly at a Customer's expense, is vested in the Telephone Company.

Construction charges will include materials, contract services, and loaded labor. The Customer is required to bear unusual maintenance costs for special construction.

Overhead loading of labor is calculated with a composite allocation factor that is based on plant, construction, and engineering personnel salaries and expenses; supervision, pension expense, insurance, unemployment and social security taxes. This factor is developed annually by determining the relationship of the above expenses to the total payroll base. It is applied to expenses for construction, removals, plant and central office maintenance.

The Telephone Company will provide an estimate of actual charge to the Customer prior to the start of construction.

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. Refer to Glossary of Definitions and Terms for explanation and examples of the term "Demarcation Point."

Installation of facilities within subdivisions shall be underground where underground treatment is the usual form of installation.

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12405 Powerscourt Drive, St. Louis, MO 63131
Charter Fiberlink-Illinois, LLC

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3.2 Practices and Procedures (Cont'd)

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3.2.11 Construction, Installation and Maintenance Charges (Cont'd)

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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:

- A. 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.
- B. The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use.
- C. 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.
- D. 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.
- E. 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.

3.2 Practices and Procedures (Cont'd)

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3.2.12 911 Emergency Services

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 end user's telephone.

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.

Telephone Company will bill the customer a monthly surcharge, 911 Surcharge Fee, per voice grade equivalent line in order to fund the E-911 system and disabilities access program.

3.2 Practices and Procedures (Cont'd)

3.2.13 Directory Assistance

The Telephone Company shall list its customers with the directory assistance operators to provide the requested telephone numbers of all customers, except telephone numbers unlisted at the customer's request.

Call completion of a requested directory assistance listed number may be provided to a customer as part of this service. A service message will inform the customer that he may be connected to the number automatically. The use of call completion to complete a long distance call may incur charges at the current Charter long distance rate. Call completion service is furnished over the Telephone Company's network, where facilities are technically and operationally available.

3.2.14 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 state provider to complete such calls.

ITAC Supplemental Charge - Pursuant to the Order dated April 17, 2019, of the Illinois Commerce Commission in Docket No. 19-0207, the Telephone Company shall impose a supplemental charge of 2 cents per month per line for all Illinois telecommunications carriers, including wireless carriers (other than prepaid wireless carriers) and VoIP residential subscriber lines, a charge of 0.4 cents per VoIP business subscriber line, a charge of 0.4 cents per line for all Centrex lines and a charge of 10 cents per PBX trunk. Charges for services provisioned by T-1 lines and other advanced services shall mirror the Telephone Company's application of 911 charges. The assessment on prepaid wireless transactions is established at 0.07% of prepaid retail transactions, to be implemented by the Illinois Department of Revenue. These charges shall be effective with bills rendered or transactions occurring on or after July 1, 2019 or at the beginning of the first billing cycle after July 1, 2019.

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3.2.15 Digital Divide Elimination Fund Program

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Digital Divide Elimination Fund Program was created as a special fund in compliance with Administrative Code Section 758 to foster elimination of the Digital Divide. The Telephone Company will notify and solicit its customers to voluntarily participate in the funding of this Program. All monies in the Fund will be collected by the Telephone Company and reported to the Department of Commerce and Community Affairs.

Customers may make voluntary contributions on a monthly basis to this Fund. A fixed amount outlined below will be included on the customer's monthly bill. This contribution shall not reduce the customer's total amount due for telecommunications services or other charges appearing on the bill. This contribution will be identified as a separate line item on the customer's monthly bill.

Customers may elect to contribute \$.50, \$1, \$2, \$5, \$10, \$15 or \$25, per month. Customers can discontinue or change the amount of the monthly contribution at any time upon providing at least 30 days notice to the Telephone Company.

Failure by the customer at any time to remit the entire billed amount may reduce the contribution accordingly.

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3.2.16 Universal Telephone Service Assistance Program

Universal Telephone Service Assistance Program (UTSAP) was created to provide supplemental assistance to low income customer for local exchange service. The Telephone Company will notify and solicit its Customers to voluntarily participate in the funding of this Program. Contributions will be collected and remitted to the UTSAP Administrator in accordance with Administrative Code Section 757. Customers may elect to contribute \$.50, \$1, \$2 or \$5, per month. Customer can discontinue or change the amount of the monthly contribution at any time upon providing at least 30 days notice to the Telephone Company.

Voluntary contributions shall not reduce the customer's total amount due for telecommunications services or other charges appearing on the bill. This contribution will be identified as a separate line item on the customer's monthly bill.

Failure by the customer at any time to remit the entire billed amount may reduce the contribution accordingly.

3.2 Practices and Procedures (Cont'd)

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3.2.17 Reserved for Future Use

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3.2.18 Reserved for Future Use

4. Reserved for Future Use

Service information previously contained in this section has been removed from the IL C.C. Tariff No. 1 as these services are provided by Charter Advanced Services (IL), LLC effective March 1, 2013. Please refer to Residential Services Voice Price Guide found at www.charter.com then Terms of Service/Policies under Residential Services Terms and Conditions for a listing of services. Service information previously found on pages 36 - 43 is obsolete. The pages listed below are for historical reference.

6th Revised Page No. 36
5th Revised Page No. 37
2nd Revised Page No. 37.1
13th Revised Page No. 38
6th Revised Page No. 38.1
16th Revised Page No. 39
12th Revised Page No. 39.1
8th Revised Page No. 40
2nd Revised Page No. 40.1
Original Page No. 40.2
4th Revised Page No. 41
1st Revised Page No. 42
4th Revised Page No. 43

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5. Reserved for Future Use

Service information previously contained in this section has been removed from the IL C.C. Tariff No. 1 as these services are provided by Charter Advanced Services (IL), LLC effective March 1, 2013. Please refer to Residential Services Voice Price Guide found at www.charter.com then Terms of Service/Policies under Residential Services Terms and Conditions for a listing of services. Service information previously found on pages 45 – 49.4 is obsolete. The pages listed below are for historical reference

- Original Page No. 45
- 1st Revised Page No. 46
- 4th Revised Page No. 47
- Original Page No. 47.1
- Original Page No. 47.2
- 15th Revised Page No. 48
- 2nd Revised Page No. 48.1
- 9th Revised Page No. 49
- 9th Revised Page No. 49.1
- 4th Revised Page No. 49.2
- 4th Revised Page No. 49.3
- 1st Revised Page No. 49.4

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6. Reserved for Future Use

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Charter Fiberlink-Illinois, LLC

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7. Business Services

7.1. 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 and Services are available as stated herein, where technically 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.

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 for fraudulent calls, whether originated from the customer's premises or from remote locations.

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7.2. 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 of Service, shall relieve the Customers of its obligation to pay the Telephone Company all amounts due.

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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:

7.2. Rights of the Telephone Company (Cont'd)

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 for service;
 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.
- (T)

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

(C)

1. Suspend Services to the Customer immediately until such time the noncompliance has been corrected without 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
- (C)

If termination is due to noncompliance by the Customer, Customer may be assessed 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 Customer's 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.

(C)

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 Telephone Company.

(C)

The Company may assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

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.

7.3. Rights of Customer

Customers may cancel without termination charges 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.

(C)

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 Customer's individual contract and/or any or all of the applicable service orders;

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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.

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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.

7.4. Reserved for Future Use

Service information previously contained in this section has been removed from the IL C.C. Tariff No. 1 as these services are provided by Charter Advanced Services (IL), LLC effective March 1, 2013. Service information previously found on Pages 55 - 66 is obsolete. The pages listed below are for historical reference.

- 7th Revised Page No. 55
- 8th Revised Page No. 55.1
- 3rd Revised Page No. 55.2
- 5th Revised Page No. 56
- 6th Revised Page No. 57
- 2nd Revised Page No 57.1
- 4th Revised Page No. 58
- 2nd Revised Page No. 58.1
- 12th Revised Page No. 59
- 1st Revised Page No. 59.1
- 1st Revised Page No. 59.2
- Original Page No. 59.3
- 4th Revised Page No. 60
- 3rd Revised Page No. 60.1
- 2nd Revised Page No. 61
- 7th Revised Page No. 61.1
- 1st Revised Page No. 61.1.1
- 7th Revised Page No. 61.2
- 7th Revised Page No. 61.3
- 6th Revised Page No. 61.4
- 1st Revised Page no. 61.4.1
- 1st Revised Page No. 61.5
- Original Page No. 61.6
- 1st Revised Page No. 61.7
- Original Page No 61.8
- Original Page No. 61.9
- 5th Revised Page No. 62
- 2nd Revised Page No 62.1
- Original Page No. 62.2
- 4th Revised Page No. 63
- 3rd Revised Page No. 64
- Original Page No. 65
- 1st Revised Page No. 66

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7. Business Services

7.8 High Capacity Transmission Services

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The following services are offered where technically and operationally feasible.

A. General Description of Service

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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.

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7. Business Services

[Reserved for Future Use]

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7. Business Services

[Reserved for Future Use]

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Effective Date: May 1, 2019

7. Business Services (Cont'd)

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7.9 Local Interconnection Service

7.9.1 General

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

7.9.2 Definitions

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

- A. "Company" means Charter Fiberlink - Illinois, 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.

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7. Business Services (Cont'd)

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7.9 Local Interconnection Service (Cont'd)

7.9.3 Description of Service

- A. LIS provides a connection between a Customer's broadband facilities and the public switched telephone network, and related Services described herein. In order to make use of the Company's LIS, Customer's broadband facilities must consist of an IP-based, broadband connecting Facility between the Customer and the Premises of each Subscriber that has the ability to use a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc.(CableLabs®), a soft switch, a media gateway, and appropriate Customer Premises Equipment. LIS does not support Customers providing services to Subscribers that operate using a different format than provided by the Company.
- B. The IP-based, broadband connecting Facility between Customer and Subscribers, the CMTS, the soft switch, the connecting Facilities to the Company's media gateway, and all Customer Premises Equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol. The Customer shall, at its sole cost, be responsible for providing all equipment, software, facilities and IP connectivity necessary for the Customer to provide interconnected VoIP service to its Subscribers.
- 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.

7.9.4 Use of Service

- A. LIS is provided subject to, and in accordance with, the regulations and rates in this Tariff, applicable law, and the Company's agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Section 3 and this LIS 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)

7. Business Services (Cont'd)

(N)

7.9 Local Interconnection Service (Cont'd)

7.9.4 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)

7. Business Services (Cont'd)

7.9 Local Interconnection Service (Cont'd)

7.9.4 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.

(N)

(N)

7. Business Services (Cont'd)

(N)

7.9 Local Interconnection Service (Cont'd)

7.9.5 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.
- 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)

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

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Effective Date: December 15, 2014

7. Business Services (Cont'd)

7.9 Local Interconnection Service (Cont'd)

7.9.6 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.

7.9.7 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.

7. Business Services (Cont'd)

7.9 Local Interconnection Service (Cont'd)

7.9.8 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.
- C. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Section 7.9.8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.

7.9.9 Liability

LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 3.1.3 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE SERVICES.

7. Business Services (Cont'd)

7.9 Local Interconnection Service (Cont'd)

7.9.10 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 basis¹.
- 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

¹ Facilities used in the provision of Local Interconnection Service may be constructed to meet specifications negotiated by the Company and the Customer with treatment on an Individual Case Basis.

7. Business Services (Cont'd)

7.9 Local Interconnection Service (Cont'd)

7.9.10. Rates and Charges (Cont'd)

D. Rates (Cont'd)

4. Local Interconnection Port - Per T-1

MONTHLY RATE¹

\$1,000.00
Based on a 36-month
Term Contract

5. Per Customer Subscriber

ICB

(C)

6. 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.

7. 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.

¹ The monthly rate for LIS is a function of a combination of market-specific Cost considerations as well as Customer-determined factors including service capacity, length of Contract term, optional features, and maintenance and security considerations. See Section preceding, for additional information.