

Original Title Page

Charter Fiberlink LA – CCO, LLC

12405 POWERSCOURT DRIVE
ST. LOUIS, MISSOURI 63131

LOCAL EXCHANGE SERVICES TARIFF

This tariff contains the description, regulations and rates for the furnishing of services and facilities for local telecommunication services provided by Charter Fiberlink, LA – CCO, LLC to customers within the State of Louisiana.

Issued By: Carrie L. Cox, Vice President - Regulatory Affairs
12405 Powerscourt Drive, St. Louis, MO 63131
Charter Fiberlink LA-CCO, LLC

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Check Sheet

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

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*New/Revised this filing

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Issued By: Betty Sanders, Vice President - Regulatory
12405 Powerscourt Drive, St. Louis, MO 63131
Charter Fiberlink-LA-CCO, LLC

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 LA-CCO, LLC ("Telephone Company"), a competitive facilities-based provider of telephony services, to customers within the State of Louisiana.

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.

This Tariff is to be governed by and construed in accordance with the laws of the State.

In the event of a conflict or inconsistency between (i) the Contract, as defined herein, and (ii) this Tariff, the Tariff will govern.

Should any provision of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

Explanation of Symbols

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

- (C) To signify a changed regulation or condition which may affect a rate or charge
- (D) To signify a discontinued rate, charge, regulation or condition
- (I) To signify an increase in rate or charge
- (M) To signify relocation of text without change
- (N) To signify a new rate, charge, regulation or condition
- (R) To signify a reduction in rate or charge
- (S) To signify matter appearing elsewhere or repeated for clarification
- (T) To signify a change in text, but no change in rate, charge, regulation or condition
- (V) To signify a vintage tariff
- (Z) To signify a correction

1. Definitions and Terms

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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.

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Application – A request made in writing for telephone service.

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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.

Authorization Code – A multi-digit code that enables a Customer to access the Telephone Company’s network and enables the Telephone Company to identify the Customer’s use for proper billing. Also, called a Personal Identification Code or PIN

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

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

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Commission – Louisiana Public Service Commission.

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

1. Definitions and Terms (Cont'd)

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Connection Charge – See “Service Charge”.

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

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

(T)

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

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

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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.

1. Definitions and Terms (Cont'd)

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

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

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.

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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

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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.

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

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

1. Definitions and Terms (Cont'd)

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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.

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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.

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

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Message – A completed customer call.

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

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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.

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1. Definitions and Terms (Cont'd)

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

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

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

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Subscriber – The term “Customer” is synonymous with the term “subscriber”.

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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 Louisiana Public Service Commission.

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1. Definitions and Terms (Cont'd)

Telephone Company – Charter Fiberlink LA-CCO, 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.

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

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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.

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2. Rules and Regulations

The regulations set forth herein apply to intrastate Telecommunications services and facilities furnished within the State of Louisiana by Charter Fiberlink LA-CCO, LLC, hereinafter referred to as the Telephone Company or Company, subject to the jurisdiction of the Louisiana Public Service Commission.

2.1 Obligation and Liability of the Telephone Company

2.1.1 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.

2.1.2 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 provided equipment, an allowance will be made if the interruption continues for more than twenty-four (24) hours from the time it is reported to or detected by 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 or battery back-up 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.

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.

2. Rules and Regulations (Cont'd)

2.1.3 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, an allowance limited to the prorated portion of the monthly rate or guarantee for the service or portion thereof interrupted, shall be made after notice and demand to the Telephone Company. No allowance shall be made for interruptions due to the inside wiring or customer provided equipment.

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The Customer indemnifies and saves the Company harmless (including costs and reasonable attorneys' fees) against the following:

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

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

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

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

(C)

Liability for failure to provide service.

The Customer indemnifies and saves the 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 Company when such apparatus is provided by the Customer. The 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 Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.

2. Rules and Regulations (Cont'd)

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

The 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 Company facilities. The responsibility of the 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 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 equipment. (C)

The 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 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 Company that such changes may affect customer-provided facilities, the Company shall provide reasonable notice.

The Customer also agrees to release, indemnify and hold harmless the 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 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.

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.

2. Rules and Regulations (Cont'd)

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 Company or its officers, directors, employees or agents have any liability to the county, a person placing an emergency call or to any other person or entity, for any loss, damage, injury or liability which they may suffer, sustain, incur or become subject to, arising out of, based upon or resulting from any negligence on the part of the Company or its officers, directors, employees or agents. (C)

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.

2. Rules and Regulations (Cont'd)

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2.1.4 Directory Errors and Omissions

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 to be omitted from the telephone directory or the disclosing of such a listing to any person.

Each customer shall be entitled, without charge, to a directory for their local calling service area within the State of Louisiana.

2.1.5 Transmitting Messages

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

2.1.6 Use of Connecting Telephone Company Lines

When suitable arrangements can be made, lines of other telephone companies may be used in establishing wire connections to points not reached by this Telephone Company's lines. In establishing connections with the lines of other companies, the Telephone Company is not responsible or liable for any action of the Connecting Company. Connection of the Telephone Company's lines to the lines of another telephone company shall be the sole discretion of the Telephone Company.

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2.1.7 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.

2. Rules and Regulations (Cont'd)

Reserved for Future Use

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2. Rules and Regulations (Cont'd)

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2.2 Practices and Procedures

2.2.1 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.

Service Use by Customer

The Service is furnished only for use by the Customer, and by guests on the Customer's premises who customer permits to use the service. Use of the Services and all charges incurred therein shall be the sole responsibility of the Customer.

(C)
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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.

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2.2.2 Establishment and Provision of Service

Applications for initial or additional Services may be made to the Telephone Company in writing. The Company may use past 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.

2. Rules and Regulations (Cont'd)

(N)

2.2.2 Establishment and Provision of Service (Cont'd)

(N)

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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2.2.3 Directory Listing Service

The rates and regulations for directory listings in this tariff apply only to the alphabetical directory containing the regular alphabetical list of names of Customers. These regulations also apply to Yellow Page listings for business customers.

The alphabetical list of names of Customers is for the purpose of informing interested parties of the telephone numbers of and special position or arrangement of names is not contemplated.

(C)

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.

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

2. Rules and Regulations (Cont'd)

2.2.4 Priority of Service

In case of a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of network transmission service takes precedence in the furnishing of any service or facility.

2.2.5 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 from any supplier, provided that such equipment shall be in compliance with applicable registration standards promulgated by the Federal Communications Commission.

2.2.6 Fees and Taxes Billed to Customer

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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, may 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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2. Rules and Regulations (Cont'd)

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2.2.7 Initial Contract Periods

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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. 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. 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.

2.2.8 Advance Payments

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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.

For Customers required to make an advance payment, the Telephone Company may require proof of positive identification. Failure to provide acceptable forms of identification may result in denial of service. The Telephone Company will provide a notification and information letter to those customers required to make an advance payment.

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Charter Fiberlink LA-CCO, LLC

Issue Date: December 3, 2014

Effective Date: December 15, 2014

2. Rules and Regulations (Cont'd)

2.2.9 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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Involuntary Termination

Service may be terminated for non-payment of a bill with five (5) days written notice and for non-payment of late payment penalty assessment with ninety (90) days written notice, provided that the Telephone Company has made a reasonable attempt to effect collection. 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 sent, with reasons specified to the customer, but will exclude Sundays and legal holidays, prior to the date of the proposed discontinuance. Notice will be sent to the customer via first class US Mail. Basic telecommunications service may not be suspended on any Friday, Saturday, Sunday, legal holiday or day before any legal holiday. Service also may not be suspended when the offices of the Telephone Company are not open to the public.

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2. Rules and Regulations (Cont'd)

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2.2.9 Suspension or Termination of Service (Cont'd)

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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. The 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.

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

- A. Without notice, in the event of a condition determined by the Telephone Company to be hazardous or dangerous;
- B. Without notice, in the event of customer use of equipment in such a manner as to adversely affect the Telephone Company's service to other customers;
- C. Without notice, in the event the customer tampers with equipment furnished and owned by the Telephone Company;
- D. In the event of unauthorized use of telephone service;
- E. Failure of the customer to permit the Telephone Company reasonable access to its equipment;
- F. Failure of the customer to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.
- G. Failure to comply with municipal ordinances and other laws;
- H. Failure of the customer to provide a deposit/advance payment to the Telephone Company, if required;
- I. Reserved for Future Use
- J. 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; 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.
- K. 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.
- L. The Telephone Company is not required to furnish its service or to continue its service; to any applicant who, at the time of application, is indebted under an undisputed bill to the Telephone Company for telephone service or service from its affiliates previously furnished to such applicant or any other member of the applicant's household.
- M. For violation and/or non-compliance with the Louisiana Public Service Commission's Orders or regulations governing service supplied by the Telephone Company;
- N. Failure of a Customer to cooperate with the Telephone Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the Customer's right to continuance of service;
- O. Failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulation by the Louisiana Public Service Commission.

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2. Rules and Regulations (Cont'd)

2.2.10 Complaints

The Telephone Company will investigate customer complaints promptly and thoroughly in accordance with the rules established by the Louisiana Public Service Commission. Customers can file unresolved complaints with the following:

Louisiana Public Service Commission
602 North 5th Street
12th Floor
Baton Rouge, LA 70802
225-342-4404
800-256-2397

Telephone Company Contact:
US Mail:

PriorityEscalationTeam@chartercom.com
Executive Escalation Manager
2 Digital Place
Simpsonville, SC 29681
888 GET CHARTER (888-438-2427)

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2.2.11 Payment for Facilities and Services

The customer is held responsible for all charges for Services rendered and furnished to the Customer including any FCC-approved end user charge, billed monthly in advance. The Customer shall also pay for long distance service charges that may be billed by the Telephone Company, including charges for toll messages in which charges have been reversed and also nonrecurring service charges when billed. The Customer is also responsible for any charges transferred to the Customer's account from terminated accounts billed to the same Customer.

2.2.12 Contract Service Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

2. Rules and Regulations (Cont'd)

2.2.13 Construction, Installation and Maintenance Charges

Construction performed under this Section shall be at the sole discretion of the Telephone Company. The obligation to provide facilities-based services does not require the Telephone Company to build out its facilities to customers if the Telephone Company cannot reasonably obtain access to the point of demarcation on the customer's premises.

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:

The facilities are not presently available, and there is no other requirement for the facilities so constructed. The facilities are provided in remote or undeveloped sections or if the facilities are provided on a temporary basis. The facilities are of a type other than that which the Telephone Company would normally utilize in the furnishing of its services. The facilities would be deployed over a route other than that which the Telephone Company would normally utilize in the furnishing of its services. The facilities would be constructed on an expedited basis. The facilities would be in a quantity greater than that which the Telephone Company would normally construct. The facilities would be constructed on a temporary basis until permanent facilities are available. The facilities would be constructed in advance of Telephone Company's normal construction. The conditions require the provision of special facilities or unusual methods of plant construction, installation, or maintenance. 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.

2. Rules and Regulations (Cont'd)

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The Customer is required to pay construction charges as made by another company providing facilities connecting with the facilities of the Telephone Company.

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2. Rules and Regulations (Cont'd)

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2.2.13 Construction, Installation and Maintenance Charges

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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:

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. The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use. 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. 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. 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

2. Rules and Regulations (Cont'd)

2.2.14 911/E-911 Emergency Services

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

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

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

2.2.15 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.

In the event of an error in the listed numbers of any customer, the Telephone Company shall intercept all calls to the listed number for a reasonable period of time provided existing telephone equipment will permit and the number is not in service. In such event of an error or omission in the name listing such customer's correct name and telephone number shall be filed with directory assistance operators. The correct number will be furnished the calling party either upon request or interception.

Whenever any customer's telephone number is changed after a directory is published, the utility shall intercept all calls to the former number for a reasonable period of time and give the calling party the new number provided existing telephone equipment will permit and the customer so desires.

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.

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2. Rules and Regulations (Cont'd)

2.2.16 Telecommunications Relay Service

Telecommunications Relay Service (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 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 by either dialing the applicable telephone number directly or by dialing the number 711, where available.

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2.2.17 Reserved for Future Use

3. Exchange Areas

The Telephone Company will offer service in the following exchanges and mirror the local calling areas as filed by the Incumbent Local Exchange Carriers.

Exchange Area	Incumbent Local Exchange Carrier	(C)
Albany	BellSouth - LA	
Amite City	BellSouth - LA	
Bush	BellSouth - LA	(M)
Chackbay	BellSouth - LA	(M)
Covington	BellSouth - LA	(N)
Denham Springs	BellSouth - LA	(M)
Donaldsonville	BellSouth - LA	(M)
Dulac	BellSouth - LA	(M)
Eunice	BellSouth - LA	(M)
Folsom	BellSouth - LA	(M)
Gibson	BellSouth - LA	(M)
Hammond	BellSouth - LA	(M)
Houma	BellSouth - LA	(M)
Independence	BellSouth - LA	(M)(C)

Exchange Area	Incumbent Local Exchange Carrier	(C)
Jennings	BellSouth - LA	(M)
Labadieville	BellSouth - LA	(M)
Lacombe	BellSouth - LA	(N)
Lawtell	BellSouth - LA	(M)
Leonville	BellSouth - LA	(M)
Livingston	BellSouth - LA	(M)
Lockport	BellSouth - LA	(M)
Madisonville	BellSouth - LA	(M)
Mandeville	BellSouth - LA	(N)
Montegut	BellSouth - LA	(M)
Morgan City	BellSouth - LA	(M)
Napoleonville	BellSouth - LA	(M)
Opelousas	BellSouth - LA	(M)
Pearl River	BellSouth - LA	(M)
Ponchatoula	BellSouth - LA	(M)(C)

Exchange Area	Incumbent Local Exchange Carrier	(N)
Raceland	BellSouth - LA	(M)(C)
Rayne	BellSouth - LA	(M)
Slidell	BellSouth - LA	(M)
Springfield	BellSouth - LA	(M)
Thibodaux	BellSouth - LA	(M)
Washington	BellSouth - LA	(M)(C)

Reserved for Future Use

Service information previously found on pages 32 - 40 is obsolete. The pages listed below are for historical reference.

- 2nd Revised Page 32
- 2nd Revised Page 33
- 3rd Revised Page 34
- 2nd Revised Page 35
- Original Page 36
- 2nd Revised Page 37
- 3rd Revised Page 38
- 2nd Revised Page 39
- 1st Revised Page 40

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4. Reserved for Future Use

Service information previously contained in this section has been removed from the Local Exchange Tariff PSC No. 1 as these services are provided by Charter Advanced Services (LA), 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 42 - 51.1 is obsolete. The pages listed below are for historical reference.

- 3rd Revised Page 42
- 2nd Revised Page 43
- 4th Revised Page 44
- 10th Revised Page 45
- 4th Revised Page 46
- 11th Revised Page 47
- 3rd Revised Page 48
- 1st Revised Page 49
- 4th Revised Page 40
- 2nd Revised Page 41
- 3rd Revised Page 42
- 2nd Revised Page 43
- 4th Revised Page 44
- 10th Revised Page 45
- 4th Revised Page 46
- 11th Revised Page 47
- 3rd Revised Page 48
- 1st Revised Page 49
- 4th Revised Page 50
- 10th Revised Page 51
- Original Page 51.1

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5. Reserved for Future Use

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Service information previously contained in this section has been removed from the Local Exchange Tariff PSC No. 1 as these services are provided by Charter Advanced Services (LA), LLC effective March 1, 2013. Service information previously found on pages 53 - 65.1 is obsolete. The pages listed below are for historical reference.

(C)

- 3rd Revised Page 53
- 1st Revised Page 54
- 1st Revised Page 55
- 1st Revised Page 56
- 6th Revised Page 57
- 3rd Revised Page 57.1
- 5th Revised Page 58
- 4th Revised Page 59
- 1st Revised Page 59.1
- 2nd Revised Page 59.2
- 2nd Revised Page 60
- 9th Revised Page 61
- 1st Revised Page 61.1
- Original Page 61.2
- 4th Revised Page 62
- 3rd Revised Page 62.1
- 4th Revised Page 63
- 3rd Revised Page 63.1
- 1st Revised Page 63.1.1
- 2nd Revised Page 63.2
- 7th Revised Page 64
- 1st Revised Page 64.1
- 3rd Revised Page 65
- Original Page 65.1

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6. Local Exchange Service-Business

6.1 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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6. Local Exchange Service-Business (Cont'd)

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6. Local Exchange Service-Business (Cont'd)

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6. Local Exchange Service-Business (Cont'd)

(N)

6.2 Local Interconnection Service

6.2.1 General

- A. Subject to the terms set forth following and Section 2 preceding, 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.

6.2.2 Definitions

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

- A. "Company" means Charter Fiberlink LA-CCO , 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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6. Business Services (Cont'd)

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6.2 Local Interconnection Service (Cont'd)**6.2.3 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.

6.2.4 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 herein and Section 2 of this Tariff.
 - 1. Customer shall, at its sole cost, be responsible for providing all equipment, software, Facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.

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6. Business Services (Cont'd)

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6.2 Local Interconnection Service (Cont'd)**6.2.4 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)

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6. Business Services (Cont'd)

6.2 Local Interconnection Service (Cont'd)

6.2.4 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)

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6. Business Services (Cont'd)

(N)

6.2 Local Interconnection Service (Cont'd)**6.2.5 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.

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6. Business Services (Cont'd)

6.2 Local Interconnection Service (Cont'd)

6.2.6 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.

6.2.7 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 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.

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6. Business Services (Cont'd)

(N)

6.2 Local Interconnection Service (Cont'd)**6.2.8 Emergency 911 Service**

- A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.
- B. The Customer shall ensure that a Subscriber does not use LIS from a Location different from the Subscriber's address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the Incumbent Local Exchange Carrier) associated with such telephone number.
- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a Location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber Location; (iv) during a loss of connectivity to the Subscriber Location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where Service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary Location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.
- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial Service activation.
- E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Section 6.2.8.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.

6.2.9 Liability

LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 2 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE SERVICES.

(N)

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6. Business Services (Cont'd)

(N)

6.2 Local Interconnection Service (Cont'd)

6.2.10 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.

(N)

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6. Business Services (Cont'd)

6.2 Local Interconnection Service (Cont'd)

6.2.10. Rates and Charges (Cont'd)

D. Rates (Cont'd)

	MONTHLY RATE¹	
4. Local Interconnection Port - Per T-1	\$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.

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