

M.D.T.E. TARIFF No. 3

Title Page

(T)

Charter Fiberlink MA-CCO, LLC

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

LOCAL AND INTRASTATE INTEREXCHANGE TARIFF

This Tariff contains the description, regulations and rates for the furnishing of Services and Facilities for local and long distance telecommunications services provided by Charter Fiberlink MA-CCO, LLC to Customers within the Commonwealth of Massachusetts.

(T)

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

Issue Date: June 9, 2011

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M.D.T.E. TARIFF No. 3

Charter Fiberlink MA-CCO, LLC
Local and Intrastate Interexchange Tariff

116th Revised Page 2
 Replaces 115th Revised Page 2

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 sheets 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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27	3 rd Revised	58	Obsolete	77	2 nd Revised*
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*New/revised this filing.

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M.D.T.E. TARIFF No. 3

Charter Fiberlink MA-CCO, LLC
Local and Intrastate Interexchange Tariff

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Charter Fiberlink MA-CCO, LLC
Local and Intrastate Interexchange Tariff

1st Revised Page 5
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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, where technically feasible by Charter Fiberlink MA-CCO, LLC ("Telephone Company"), a competitive facilities-based provider of telephony services, to Customers within the Commonwealth of Massachusetts.

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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

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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.

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

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(D)

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

(D)
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(D)

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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1st Revised Page 7
Replaces Original Page 7

1. Definitions and Terms (Cont'd)

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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.

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

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

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 Premises. 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.

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M.D.T.E. TARIFF No. 3

Charter Fiberlink MA-CCO, LLC
Local and Intrastate Interexchange Tariff

3rd Revised Page 8
Replaces 2nd Revised Page 8

1. Definitions and Terms (Cont'd)

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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.

Exchange Station – A station connected with a central office of the Telephone Company over its own lines.

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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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.

(D)

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Replaces 3rd Revised Page 9

1. Definitions and Terms (Cont'd)

(T)

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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(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.

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

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D.T.E. – Massachusetts Department of Telecommunications and Energy

Message – A completed customer call.

(D)

(D)

New Customer – a customer who has not had telephone service within the last thirty (60) days, unless otherwise specified.

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)

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.

(C)

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1. Definitions and Terms (Cont'd)

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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.

Slamming – is the unauthorized change of a Subscriber’s local exchange, intraLATA or interLATA telecommunications carrier.

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 Massachusetts Department of Telecommunications and Energy.

(D)

(D)

Telephone Company – Charter Fiberlink MA-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.

1. Definitions and Terms (Cont'd)

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(D)

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

(D)

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

(D)

(D)

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Charter Fiberlink MA-CCO, LLC

2. Exchange Areas

The Telephone Company adopts the exchanges and local Calling Areas defined in Verizon MA-Tariff No. 10. The following exchanges comprise the exchanges of the Telephone Company:

Verizon Exchange	Exchange Area	Exchanges in the Local Calling Area	
Amherst	Amherst	Amherst	(N)
		Ashfield	(N)
		Athol (Salem, Orange and Warwick only)	(N)
		Belchertown	
		Bernardston	
		Charlemont	
		Colrain	
		Conway	
		Greenfield	
		Hatfield	
		Holyoke	
		Millers Falls	
		Monroe Bridge	
		Locality	
		Montague	
Northampton			
Northfield			
Orange			
Shelburne Falls	(N)		
South Deerfield			
Auburn	Auburn	Turners Falls	
		Auburn	
		Boylston	
		Grafton	
		Holden	
		Leicester	
		Millbury	
		Oakham	
		Oxford	
		Rutland	
		Shrewsbury	
		Spencer	
West Boylston			
Ayer	Ayer	Worcester	
		Ayer	
		Bolton	
		Clinton	
		Groton	

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2. Exchange Areas (Cont'd)

(T)

Verizon Exchange	Exchange Area	Exchanges in the Local Calling Area
Barre	Barre	Harvard Leominster Littleton Shirley Barre Gilbertville Hubbardston North Brookfield Oakham Petersham Rutland Templeton
Belchertown	Belchertown	Belchertown Amherst Granby Ludlow Palmer Ware
Berlin	Berlin	Berlin Bolton Boylston Clinton Hudson Marlboro Northboro
Blackstone	Blackstone	Blackstone Bellingham Cumberland Hill, RI ¹ Franklin Milford Uxbridge Woonsocket, RI ²
Boylston	Boylston	Wrentham Boylston Auburn Berlin Clinton Grafton Holden Leicester

¹ Although these calls are Interstate/interLATA calls, the Telephone Company will mirror the ILEC's local calling and rate these calls as local. **(C)**

² Although these calls are Interstate/interLATA calls, the Telephone Company will mirror the ILEC's local calling and rate these calls as local. **(C)**

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 Cancels 2nd Revised Page 14

Verizon Exchange	Exchange Area	Exchanges in the Local Calling Area	
		Milbury	(IM)
		Northboro	
		Oakham	
		Rutland	
		Shrewsbury	
		Spencer	
		Sterling	
		West Boylston	
		Worcester	(M)
Brimfield	Brimfield	Brimfield	(N)
		Monson	
		Palmer	
		Sturbridge	
		Warren	(N)
Charlton	Charlton	Charlton	(M)
		Leicester	
		North Brookfield	
		Oxford	
		Southbridge	
		Spencer	
		Sturbridge	
		Webster	(M)
Chicopee	Chicopee	Chicopee	(N)
		East Longmeadow	
		Granby	
		Hampden	
		Holyoke	
		Longmeadow	
		Ludlow	
		Southwick	
		Springfield	
		Westfield	
		Wilbraham	
Easthampton	Easthampton	Easthampton	
		Chesterfield	
		Holyoke	
		Huntington	
		Northampton	
		Russell	
		Westfield	
		Williamsburg	(N)
East Douglas	East Douglas	East Douglas	(M)
		Millbury	(M)
		Oxford	(M)

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Charter Fiberlink MA-CCO, LLC
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Verizon Exchange	Exchange Area	Exchanges in the Local Calling Area	
		Pascoag, RI ³ Uxbridge Webster Whitinsville	
East Longmeadow	East Longmeadow	East Longmeadow Chicopee Hampden Holyoke Longmeadow Ludlow Southwick Springfield Westfield Wilbraham	
Fall River	Fall River	Fall River Assonet Dighton Little Compton New Bedford North Swansea Rehoboth Rochester Tiverton Westport	
Gardner	Gardner	Ashburnham Hubbardston Templeton Westminster Winchendon	(N)
Grafton	Grafton	Grafton Auburn Boylston Holden Leicester Millbury Oakham Rutland Shrewsbury Spencer Upton West Boylston Westboro Whitinsville Worcester	

³See Footnote 2

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Verizon Exchange	Exchange Area	Exchanges in the Local Calling Area	(N) (N)
Groton	Groton	Groton Ayer Littleton Lunenburg Pepprell Shirley Townsend Tyngsboro Westford	(M)
Hampden	Hampden	Hampden Chicopee East Longmeadow Holyoke Longmeadow Ludlow	(M)

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Verizon Exchange	Exchange Area	Exchanges in the Local Calling Area	
		Monson Southwick Springfield Westfield Wilbraham	
Harvard	Harvard	Harvard Acton Ayer Bolton Littleton	
Hindsdale	Hindsdale	Maynard Hinsdale Becket Cummington Dalton Pittsfield	(N)
Holden	Holden	Worthington Holden Auburn Boylston Grafton Leicester Millbury Oakham Princeton Rutland Shrewsbury Spencer Sterling West Boylston Worcester	(N)
Holyoke	Holyoke	Holyoke Amherst Chicopee East Longmeadow Easthampton Granby Hampden Longmeadow Ludlow Northampton Southwick Springfield Westfield Wilbraham	(M) (M)

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Verizon Exchange	Exchange Area	Exchanges in the Local Calling Area	
Housatonic	Housatonic	Housatonic	(N)
		Great Barrington	
		Stockbridge	(N)
		West Stockbridge	(M)
Hubbardston	Hubbardston	Hubbardston	(M)
		Barre	
		Gardner	
		Princeton	
		Rutland	
		Templeton	
		Westminster	(M)

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Verizon Exchange	Exchange Area	Exchanges in the Local Calling Area		
Hudson	Hudson	Hudson	(M)	
		Berlin		
		Bolton		
		Marlboro		
		Maynard		
		Sudbury		
Leicester	Leicester	Leicester		
		Auburn		
		Boylston		
		Charlton		
		Grafton		
		Holden		
		Milbury		
		Oakham		
		Oxford		
		Rutland		
		Shrewsbury		
		Spencer		
		West Boylston		
		Worcester	(M)	
Ludlow	Ludlow	Ludlow		
		Belchertown	(N)	
		Chicopee		
		East Longmeadow		
		Hampden		
		Holyoke		
		Longmeadow		
		Palmer		
		Southwick		
		Springfield		
		Westfield		
		Wilbraham		
Marlboro	Marlboro	Marlboro		
		Berlin		(M)
		Framingham		
		Hopkinton		
		Hudson		
		Maynard		
		Northboro		
		Sudbury		
		Westboro		
Millbury	Millbury	Millbury		
		Auburn		
		Boylston		
		East Douglas		
		Grafton	(M)	

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4th Revised Page 18
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Verizon Exchange	Exchange Area	Exchanges in the Local Calling Area	
		Holden	(M)
		Leicester	
		Oakham	
		Oxford	
		Rutland	
		Shrewsbury	
		Spencer	
		West Boylston	
		Whitinsville	
		Worcester	(M)
Northampton	Northampton	Northampton	(N)
		Amherst	
		Easthampton	
		Hatfield	
		Holyoke	
		Williamsburg	(N)
North Brookfield	North Brookfield	North Brookfield	(M)
		Barre	
		Charlton	
		Gilbertville	
		Oakham	
		Spencer	
		Sturbridge	
		Warren	
Northboro	Northboro	Northboro	
		Berlin	
		Boylston	
		Marlboro	
		Shrewsbury	
		Westboro	
		Worcester	
Oakham	Oakham	Oakham	
		Auburn	
		Barre	
		Boylston	
		Grafton	
		Holden	
		Leicester	
		Millbury	
		North Brookfield	
		Rutland	
		Shrewsbury	
		Spencer	
		West Boylston	(M)

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2nd Revised Page 18.1
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Verizon Exchange	Exchange Area	Exchanges in the Local Calling Area	
Oxford	Oxford	Worcester Oxford Auburn Charlton East Douglas Leicester Millbury Webster Worcester	
Palmer	Palmer	Palmer Belchertown Brimfield Ludlow Monson Ware Warren Wilbraham	
Pepprell	Pepprell	Pepperell Groton Townsend Tyngsboro	
Pittsfield	Pittsfield	Pittsfield Adams Becket Dalton Hinsdale Lenox Richmond Williamstown	(N) (N)
Rutland	Rutland	Rutland Auburn Barre Boylston Grafton Holden Hubbardston Leicester Millbury Oakham Princeton Shrewsbury Spencer West Boylston	
Southbridge	Southbridge	Worcester Southbridge Charlton Sturbridge	
Spencer	Spencer	Webster Spencer Auburn	(M)

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M.D.T.E. TARIFF No. 3

Charter Fiberlink MA-CCO, LLC
Local and Intrastate Interexchange Tariff

1st Revised Page 18.2
 Cancels Original Page 18.2

Verizon Exchange	Exchange Area	Exchanges in the Local Calling Area	
		Boylston	(M)
		Charlton	
		Grafton	
		Holden	
		Leicester	
		Millbury	(M)
		North Brookfield	
		Oakham	
		Rutland	
		Shrewsbury	
		West Boylston	
		Worcester	
Springfield	Springfield	Springfield	
		Chicopee	
		East Longmeadow	
		Hampden	
		Holyoke	
		Longmeadow	
		Ludlow	
		Southwick	
		Westfield	
		Wilbraham	
Stockbridge	Stockbridge	Stockbridge	(N)
		Great Barrington	
		Housatonic	
		Lee	
		Lenox	
		West Stockbridge	(N)
Sturbridge	Sturbridge	Sturbridge	
		Brimfield	
		Charlton	
		North Brookfield	
		Southbridge	
		Warren	
Tyngsboro	Tyngsboro	Tyngsboro	
		Groton	
		Lowell	
		Nashau, NH ¹	
		Pepperell	
		Westford	
Upton	Upton	Upton	
		Grafton	
		Hopkinton	
		Milford	
		Westboro	
		Whitinsville	(M)

¹ Although these calls are Interstate/InterLATA calls, the Telephone Company will mirror the ILEC's local calling and rate these calls as local.

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M.D.T.E. TARIFF No. 3

Charter Fiberlink MA-CCO, LLC
Local and Intrastate Interexchange Tariff

2nd Revised Page 18.3
Cancels 1st Revised Page 18.3

Verizon Exchange	Exchange Area	Exchanges in the Local Calling Area	
Uxbridge	Uxbridge	Uxbridge	(M)
		Blackstone	
		East Douglas	
		Milford	
		Pascoag, RI	
		Whitinsville	
Webster	Webster	Webster	(M)
		Charlton	
		East Douglas	
		North Thompson, CT ¹	
		Oxford	
		Southbridge	
West Boylston	West Boylston	West Boylston	
		Auburn	
		Boylston	
		Clinton	
		Grafton	
		Holden	
		Leicester	
		Millbury	
		Oakham	
		Rutland	
		Shrewsbury	
		Spencer	
		Sterling	
		Worcester	
Westboro	Westboro	Westboro	
		Grafton	
		Hopkinton	
		Marlboro	
		Northboro	
		Shrewsbury	
		Upton	
		Worcester	
Westport	Westport	Westport	
		Fall River	
		Little Compton	
		New Bedford	
West Stockbridge	West Stockbridge	West Stockbridge	(N)
		Great Barrington	
		Housatonic	
		Lenox	
		Stockbridge	(N)

¹ Although these calls are Interstate/InterLATA calls, the Telephone company will mirror the ILEC's local calling and rate these calls as local.

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M.D.T.E. TARIFF No. 3

Charter Fiberlink MA-CCO, LLC
Local and Intrastate Interexchange Tariff

2nd Revised Page 18.4
Cancels 1st Revised Page 18.4

Verizon Exchange	Exchange Area	Exchanges in the Local Calling Area	(T) (T)
Whitinsville	Whitinsville	Whitinsville East Douglas Grafton Milford Millbury Upton Uxbridge	(M)
Wilbraham	Wilbraham	Wilbraham Chicopee East Longmeadow Hampden Holyoke Longmeadow Ludlow Monson Palmer Southwick Springfield Westfield	
Worcester	Worcester	Worcester Auburn Boylston Clinton Grafton Holden Leicester Millbury Northboro Oakham Oxford Rutland Shrewsbury Spencer Sterling West Boylston Westboro	(M)
Warren	Warren	Warren Brimfield North Brookfield Palmer Sturbridge Ware	

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Issue Date: November 7, 2008

Effective Date: December 7, 2008

M.D.T.E. TARIFF No. 3

Charter Fiberlink MA-CCO, LLC
Local and Intrastate Interexchange Tariff

1st Revised Page 18 A
Cancels Original Page 18 A

Reserved for Future Use

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Charter Fiberlink MA-CCO, LLC

Issue Date: November 7, 2008

Effective Date: December 7, 2008

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 or detected by the Telephone Company, upon Customer request.

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’ side of the Demarcation Point .

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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.

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, 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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3.0. Rules and Regulations (Cont'd)

(T)

3.1.3. Liability (Cont'd)

(T)

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

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

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

Any accident, injury, or death occasioned by its equipment or Facilities when such is not due to the negligence of the 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 against all other claims arising out of any act or omission of the Customer in connection with Facilities provided by the Telephone Company.

Liability for failure to provide Service.

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.

Customer Owned Equipment:

Upon request of Customer for a trouble visit a charge will be made if trouble is found to be in Customer Provided Equipment.

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The Telephone Company shall not be responsible for the installation, operation, or maintenance of any Customer Provided Equipment. Exchange and message toll telephone services are not represented as adapted to the use of Customer Provided Equipment 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 Equipment or for the quality of, or defects in, such transmission or the reception of signals by Customer Provided Equipment.

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 Equipment 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 Equipment, the Telephone Company shall provide reasonable notice.

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3.0. Rules and Regulations (Cont'd)

(T)

Emergency Services:

The Customer also agrees to release, indemnify and hold harmless the Telephone Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion to use E911 service features and the equipment associated therewith, or by any Services furnished by the Telephone Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911 service thereunder, or 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.

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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.

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.

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.

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.

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 any 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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3.0. Rules and Regulations (Cont'd)

(T)

3.1.4 Directory Errors and Omissions

The Telephone Company's liability for damages due to errors or omissions in directory listings will be limited to credit of one month's basic service.

In the case of extra listings in the alphabetical section of the directory for which a charge is made, the Telephone Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period in which the error or omission continues.

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

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Each Customer shall be entitled, without charge, to a directory for each area within the Telephone Company service areas within the Commonwealth of Massachusetts.

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

3.1.6 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 Company's lines. In establishing connections with the lines of other companies, the Company is not responsible or liable for any action of the Connecting Company. Connection of the Company's lines to the lines of another telephone company shall be the sole discretion of the Company.

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3.1.7 Service Observing

Service observing of telephone lines conducted by telephone companies for determining the quality of transmission or for any other purpose shall cease as soon as a connection is established between the users of the telephone line. In order to determine the quality of service being given to its Customers and to be in a position to improve the Service, the Company may observe, on a random sample basis, the handling of Customer calls by its employees and the functioning of its equipment.

Notwithstanding any other law, the line of any Subscriber of a Telephone Company shall not be monitored by Telephone Company for the purpose of service observing or random monitoring, if he shall so request in writing to the Telephone Company. Any Subscriber may seek an injunction in the superior court to prevent such service observing or random monitoring.

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3.0. Rules and Regulations (Cont'd)

(T)

3.1.8 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's sole remedy for such damage shall be repair of such damage.

3.1.9 Reserved for Future Use

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3.1.10 Reserved for Future Use

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3.1.11 Billing and Termination of Service

The Telephone Company will comply with the Billing and Termination Rules as set forth in D.P.U. 18448, except where a waiver is granted. The Telephone Company was granted a waiver to generate and mail Customer bills seven (7) days prior to the close of the Customer monthly billing period.

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.

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3.0. Rules and Regulations (Cont'd)

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Service Use by 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.

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Connection of Automatic Dialing-Announcing Devices

The Telephone Company will not knowingly permit connection to or operation over the Telephone network of an automated dialing-announcing device used for solicitation purposes where calls initiated by the device cannot be terminated at will by the called party and dial tone restored to the called party promptly upon termination of the call by the called party.

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3.0. Rules and Regulations (Cont'd)

(T)

3.2.2 Establishment and Provision of Service

Applications for initial or additional Services may be made to Telephone Company in writing. During the Application process, the Telephone Company may check past telephone Account information in order to establish a credit risk assessment and/or use 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 and 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 and 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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3.2.3 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 Customers and those entitled to use Customers' Service, and special position or arrangement of names is not contemplated.

The Telephone Company limits the length of any listing in the directory by the use of abbreviations when, in the opinion of the Telephone Company, the clearness of the listing or the identification of the Customer is not impaired thereby.

Listings shall conform to the Incumbent Local Exchange Carrier'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-Published, Non-Listed 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. 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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3.0. Rules and Regulations (Cont'd)

(T)

3.2.3 Directory Listing Service (cont'd)

At the request of the Customer, the primary listing may be omitted from both the directory and the Directory Assistance Service records as a Private Telephone Number. Private Telephone Service is furnished subject to the regulations and rates specified in this Tariff. The omission of the primary listing in the directory at the Customer's request does not entitle the Customer to an additional listing without charge in connection with other Services for which the Customer may be subscribing.

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 normally used on the Customer's Premises and owned by the Customer; owned by the Telephone Company or some other supplier and leased to the Customer, including the Terminal Equipment located or held in inventory on the Customer's Premises.

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.

3.2.6 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, 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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3.0. Rules and Regulations (Cont'd)

(T)

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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At the time an Application for Service is made, an applicant may be required to pay an amount equal to one month's recurring charges and the new Installation Charges which may be applicable as well as any non recurring charges for any required special construction, excluding taxes and surcharges. The Advance Payment will appear as a credit and be applied to the first month's bill. The Telephone Company reserves the right to refuse Service if the Customer fails to fulfill standard requirements. Applicants that have a past due balance or write off balance with an affiliate service of Charter Communications may be required to make full payment of indebtedness prior to acceptance for telephone service. 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 a denial of telephone service. The Telephone Company will provide a notification and information letter to those Customers required to make an advance payment. The notification letter shall contain the reason for the advance payment and/or the credit bureau used to obtain a copy of the credit report.

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3.0. Rules and Regulations (Cont'd)

(T)

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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Involuntary Termination

The Telephone Company will comply with the Billing and Termination Rules contained in D.P.U. 18448. Additionally, Service may be refused or terminated where there is probable cause to believe that there is illegal or willful misuse of the Telephone Company's Service.

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3.0. Rules and Regulations (Cont'd)

(T)

3.2.9 Suspension or Termination of Service (Cont'd)

Involuntary Termination (cont'd)

The Telephone Company will provide written notice, with reasons specified, to the Customer at least fifteen (15) days prior to the date of the proposed discontinuance. A second written notice, if required, will be mailed to the Customer five (5) days prior to the discontinuance of Service. These notices will be sent to the Customer first class US Mail.

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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. 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.

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.

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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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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.

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3.0. Rules and Regulations (Cont'd)

(T)

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

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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 charges 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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3.0. Rules and Regulations (Cont'd)

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Temporary Facilities

- A. Temporary Facilities may be installed to provide Service, when necessary, for a maximum period of one (1) year.
- B. When it is necessary to place temporary Facilities in advance of the permanent underground telephone system in order to provide telephone service, the Telephone Company may require the applicant to pay the estimated unrecoverable Costs of the temporary Facilities. If the required Costs under the above-described conditions apply, the Telephone Company has the right to refuse installation of the temporary Facilities until the required Costs are paid to the Telephone Company.

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

3.2.12 Slamming

Slamming is the unauthorized change of a Subscriber's preferred local, IntraLATA toll or InterLATA toll telecommunications carrier.

Per FCC 00-135, CC Docket 94-129, a telecommunications carrier who acquires a Customer by an unauthorized change of that Customer's local service may be billed the applicable nonrecurring charges to establish that Customer's Service as a new Account with the Customer's authorized telecommunications carrier.

Telephone Company will only execute a change on the behalf of a Subscriber in the Subscriber's selection of a provider of telecommunications service in accordance with the procedures prescribed in Massachusetts General Law Chapter 93, Section 93.09 and 220 CMR 13.00.

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3.2.13 911 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 Customer'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.

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Telephone Company will bill the Customer a monthly surcharge, 911 Disability Access Fee, per voice grade equivalent line in order to fund the Commonwealth E-911 system and disabilities access program. Funds collected will be remitted to the Massachusetts State Emergency Telecommunications Board.

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

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

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3.0. Rules and Regulations (Cont'd)

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3.2.14 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 or a Customer number such Customer's correct name and telephone number shall be filed with directory assistance operators. The correct number shall be furnished the calling party either upon request or interception.

Whenever any Customer's telephone number is changed after a directory is published, the Telephone Company 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.

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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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3.0. Rules and Regulations (Cont'd)

(T)

3.2.15 Reserved for Future Use

3.2.16 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.

3.2.17 Complaints

The Telephone Company will investigate Customer complaints promptly and thoroughly in accordance with the rules established by the Massachusetts Department of Telecommunications and Energy. Customers can contact the Company regarding unresolved complaints as follows :

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

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3.2.18 Reserved for Future Use

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Local and Intrastate Interexchange Tariff

5th Revised Page 31
Replaces 4th Revised Page 31

4. Reserved for Future Use

(T)

Service information previously found on Pages 31.1 - 39 is obsolete. These pages are now reserved for future use and are listed below for historical reference.

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2nd Revised Page 31.1 Replaces 1st Revised Page 31.1
2nd Revised Page 31.2 Replaces 1st Revised Page 31.2
5th Revised Page 32 Replaces 4th Revised Page 32
6th Revised Page 33 Replaces 5th Revised Page 33
16th Revised Page 33.1 Replaces 15th Revised Page 33.1
2nd Revised Page 33.2 Replaces 1st Revised Page 33.2
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7th Revised Page 35.1 Replaces 6th Revised Page 35.1
1st Revised Page 35.2 Replaces Original Page 35.2
5th Revised Page 36 Replaces 4th Revised Page 36
3rd Revised Page 37 Replaces 2nd Revised Page 37
3rd Revised Page 38 Replaces 2nd Revised Page 38
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Local and Intrastate Interexchange Tariff

1st Revised Page 40
Replaces Original Page 40

5.0 Reserved for Future Use

Service information previously found on Pages 40 - 60.5 is obsolete. These pages are now reserved for future use and are listed below for historical reference.

Original Page 41
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1st Revised Page 43 Cancels Original Page 43
2nd Revised Page 44 Replaces 1st Revised Page 44
2nd Revised Page 45 Replaces 1st Revised Page 45
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10th Revised Page 46 Replaces 9th Revised Page 46
14th Revised Page 46.1 Replaces 13th Revised Page 46.1
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3rd Revised Page 46.5 Replaces 2nd Revised Page 46.5
16th Revised Page 47 Replaces 15th Revised Page 47
16th Revised Page 47.1 Cancels 15th Revised Page 47.1
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15th Revised Page 48 Cancels 14th Revised Page 48
14th Revised Page 49 Cancels 13th Revised Page 49
12th Revised Page 49.1 Cancels 11th Revised Page 49.1
11th Revised Page 50 Cancels 10th Revised Page 50
6th Revised Page 51 Cancels 5th Revised Page 51
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18th Revised Page 58 Replaces 17th Revised Page 58
17th Revised Page 59 Replaces 16th Revised Page 59
19th Revised Page 60 Cancels 18th Revised Page 60
15th Revised Page 60.1 Cancels 14th Revised Page 60.1
7th Revised page 60.2 Replaces 6th Revised Page 60.2
5th Revised Page 60.3 Cancels 4th Revised Page 60.3
3rd Revised Page 60.4 Replaces 2nd Revised Page 60.4
4th Revised page 60.5 Cancels 3rd Revised Page 60.5

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6.0 Local Exchange Service - Business

6.1 Rules and Regulations

The regulations specified herein are in addition to the regulations contained in Sections 3, except 3.2.7 of this Tariff. 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.

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

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

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Rights of the Telephone Company

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

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

1. Customer is more than thirty (30) days past due with respect to any payment;
2. Customer has failed to comply with the terms of this tariff or contract;

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6.0 Local Exchange Service – Business

6.2 Rights of the Telephone Company (Cont'd)

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

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

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. (T)

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

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

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

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

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6.0 Local Exchange Service – Business

6.2 Rights of Telephone Company (Cont'd)

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

6.3 Rights of Customer

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

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

If termination is due to noncompliance by the Telephone Company, the Telephone Company shall reimburse the Customer for any pre-paid, unused monthly service charges attributed to such terminated service.. In addition, if termination is due to noncompliance by the Telephone Company within one (1) year of the applicable turn-up (installation) date, the Telephone Company shall waive termination 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.

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Local and Intrastate Interexchange Tariff

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6.0 Local Exchange Service (Cont'd)

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13th Revised Page 65 Replaces 12th Revised Page 65
6th Revised Page 65.1 Cancels 5th Revised Page 65.1
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1st Revised Page 67.2 Replaces Original Page 67.2
10th Revised Page 68 Replaces 9th Revised Page 68
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1st Revised Page 68.2 Replaces Original Page 68.2
12th Revised Page 69 Replaces 11th Revised Page 69
5th Revised Page 69.1 Cancels 4th Revised Page 69.1
1st Revised Page 69.2 Replaces Original Page 69.2
6th Revised Page 70 Cancels 5th Revised Page 70

7.0. Reserved for Future Use

7th Revised Page 71 Replaces 6th Revised Page 71
3rd Revised Page 71.1 Replaces 2nd Revised Page 71.1
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4th Revised Page 72 Replaces 3rd Revised Page 72
4th Revised Page 72.1 Replaces 3rd Revised Page 72.1
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8.0. Reserved for Future Use

13th Revised Page 73 Cancels 12th Revised Page 73
7th Revised Page 73.1 Replaces 6th Revised Page 73.1
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2nd Revised Page 73.4 Replaces 1st Revised Page 73.4
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4th Revised Page 74 Cancels 3rd Revised Page 74
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9. High Capacity Transmission Services

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The following Services are offered where technically and operationally feasible.

9.1. General Description of Service

(T)

High Capacity Transmission Service 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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Charter Fiberlink MA-CCO, LLC
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10. Local Interconnection Service

(N)

10.1 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 3, preceding, of this Tariff.

10.2 Definitions

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

- A. "Company" means Charter Fiberlink MA-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.

(N)

10. Local Interconnection Service (Cont'd)

10.3 Description of Service

(N)

- 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 network connecting to the Premises of each Subscriber that uses 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.
- 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.

10.4 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)

10. Local Interconnection Service (Cont'd)

10.4 Use of Service (Cont'd)

(N)

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.
- 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.

(N)

10. Local Interconnection Service (Cont'd)

10.4 Use of Service (Cont'd)

A. (Cont'd)

1. (Cont'd)

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 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.

10.5 Term and Termination

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

(N)

(N)

10. Local Interconnection Service (Cont'd)

(N)

10.5 Term and Termination (Cont'd)

C. Discontinuance of Service for Cause

1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend LIS without incurring any liability.
2. Upon Customer violation of any of the other material terms or conditions applicable to LIS the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend LIS without incurring any liability if such violation continues during that period.
3. Upon condemnation of any material portion of the Facilities used by the Company to provide LIS to a Customer or if a casualty renders all or any material portion of such Facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend LIS without incurring any liability.
4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend LIS without incurring any liability.
5. Upon any governmental prohibition or required alteration of LIS to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue LIS without incurring any liability.
6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue LIS. The Customer will be liable for all related Costs. The Customer will also be responsible for payment of any reconnection charges.
7. Upon the Company's discontinuance of LIS to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the Term for which LIS would have otherwise been provided to the Customer to be immediately due and payable.
8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

(N)

10. Local Interconnection Service (Cont'd)

(N)

10.6 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.

10.7. 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 10 of this LIS Tariff.
 - 3. The Company is not liable for damages arising from errors or omissions in the making or printing of directories by any such third-party service provider, or in accepting listings presented by the Customer.

(N)

10. Local Interconnection Service (Cont'd)

(N)

10.8 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 10.8.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 10.8.
- F. 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 911 SERVICES.

(N)

10. Local Interconnection Service (Cont'd)

(N)

10.9 Limitation of Liability

A. Please refer to Section 3.1.3 of this Tariff.

10.10 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
 CHARGE**

<p>1. Local Interconnection Service</p> <p>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).</p> <p>3. Repair/Maintenance</p>	<p>Charges to repair customer caused incidents:</p> <p>Regular Time: Mon.-Sat. 8a.m.-8p.m.</p> <p>Overtime: Mon.-Sun. 8.am.-8p.m.</p> <p>Premium: Sundays and Holidays</p>	<p>ICB</p> <p>\$115.00 per visit</p> <p>\$175.00 per visit</p> <p>\$230.00 per visit</p>
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(N)

M.D.T.E. TARIFF No. 3

Charter Fiberlink MA-CCO, LLC
Local and Intrastate Interexchange Tariff

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Cancels Original Page 86

10. Local Interconnection Service (Cont'd)

10.10. 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	
All Other Bandwidths	ICB	
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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