

LOCAL AND INTRASTATE INTEREXCHANGE SERVICES TARIFF (C)
M.P.S.C. No. 3

Charter Fiberlink-Michigan, LLC

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

This Tariff contains the terms and regulations for the furnishing of services and facilities regarding local and interexchange telecommunications provided by Charter Fiberlink-Michigan, LLC to customers within the state of Michigan. (C)

This Tariff is posted on the Company's website at www.charter.com, "Terms of Service/Policies," "Charter Telephone Tariff Information," under the state of Michigan.

Table of Contents

	(D)
	(D)
3. Business Services	42
3.1 Local Interconnection Service	42
3.1.1 General	42
3.1.2 Definitions	42
3.1.3 Description of Service	43
3.1.4 Use of Service.....	43
3.1.5 Term and Termination	46
3.1.6 Subscriber Orders and Usage Forecasts	47
3.1.7 Local Number Portability.....	47
3.1.8 Emergency 911 Service.....	48
3.1.9 Rates and Charges.....	49
4. Service Price and Terms Guide.....	51
	(N)

Application of Tariff

This Tariff sets forth the terms and conditions of services applicable to furnishing intrastate common carrier local and interexchange communications services by Charter Fiberlink-Michigan, LLC (the "Telephone Company" or the "Company"), a competitive facilities-based provider, to customers within the state of Michigan.

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

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

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

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

Explanation of Symbols

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

- (C) To signify a changed regulation or condition
- (T) To signify a change in text, but no change in regulation or condition
- (M) To signify relocation of text without change
- (N) To signify a new regulation or condition
- (D) To signify a discontinued regulation or condition

1. Definitions and Terms (Cont'd)

(D)

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

(D)

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

Digital Transmission – Information transmitted in the form of digitally encoded signals.

(D)

(D)

Exchange or Exchange Area – A geographically defined area or contiguous areas, including for mandatory extended area service, established by the telephone industry or the Commission, within which Local Exchange Carriers hold themselves out to provide local communications services of the character ordinarily furnished by a single exchange.

(D)

(D)

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

FCC – Federal Communications Commission.

1. Definitions and Terms (Cont'd)

Guide or Tariff – A schedule of local and interexchange rates and charges, rules and regulations, terms and conditions.

Incumbent Local Exchange Carrier (ILEC) or Incumbent Telephone Company – is any local exchange carrier that on February 8, 1996, provided local exchange service in an Exchange Area, and either as of February 8, 1996 was 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, or is a person or entity that, on or after February 8, 1996, became a successor or assign of such a member of the Exchange Carrier Association.

(D)

|

(D)

Holiday – means all Company-specified holidays: New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

(D)

|

(D)

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

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

Interconnection – The method by which facilities of the Telephone Company are arranged to exchange communications with Other Providers, and to transmit to, or receive information from, customer-provided equipment.

(D)

|

(D)

1. Definitions and Terms (Cont'd)

MRC – The monthly recurring charge

Multi-Media Terminal Adapter (MTA) – A modem provided by the Company as CPE that enables the Company network to communicate with the inside wiring of the Premises.

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

(D)

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)

Other Provider – Refers to common carriers or service providers other than the Company, and whose services or facilities are connected to or used by the Company in providing the Services.

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

(D)

|

(D)

Private Number Service – Refers to a non-published and/or non-listed telephone number for the purpose of directory assistance.

(D)

|

(D)

1. Definitions and Terms (Cont'd)

Service(s) – The Telephone Company’s Telephone Services and related facilities and equipment provided pursuant to the regulations or conditions set forth in this Tariff and the Contract with the Customer.

Service Agreement – See “Contract or Service Agreement”.

Service Charge – The nonrecurring charge a Customer is required to pay for establishing Service or subsequent modification of Service.

Service Order – Refers to an application of a Customer for Services. See “Contract or Service Agreement”.

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

Telecommunications – The transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

Telecommunications Service(s) – The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telephone Company or Company – Charter Fiberlink-Michigan, LLC.

Telephone Service – For purposes of this Tariff, the Company’s intrastate Telecommunications Services and voice communications services offered on a common carrier basis.

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.

Telecommunications Service(s) – The offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the Facilities used.

(D)

|
(D)

(D)

|

(D)

1. Definitions and Terms (Cont'd)

Telephone Set – A telephone instrument consisting of a transmitter, receiver, and associated apparatus connected to permit transmission and receipt of telephone messages.

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

Terminal Equipment Accessories – Devices, apparatus and their associated wiring, provided by a Customer, which do not constitute a communications system and which when connected to the telecommunications system of the Telephone Company, are connected electrically, acoustically or inductively

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

Timely Payment – A payment on a Customer's Account made on or before the due date.

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

Underlying Carrier – A provider of communications services from whom the Telephone Company acquires services that it resells to Customers.

2. Rules and Regulations (Cont'd)

2.1 Obligation and Liability of the Telephone Company (Cont'd)

2.1.2 Interruptions of Service

In the event of an interruption to the Service not caused by (i) Customer or User-provided systems or CPE, (ii) the connection of customer-provided systems with the facilities or services of Other Providers, (iii) inside wiring or service failure on Customer's side of the Demarcation Point, or (iv) the negligence or willful act of the Customer or User, an allowance will be made if the interruption is continuous for more than twenty-four (24) hours from the time it is reported to or detected by the Telephone Company, upon Customer request. The allowance will be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours such interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) Such interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured, rounded to the nearest hour.

Notwithstanding the foregoing, the Company, without incurring any liability whatsoever, may make scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with this Tariff, the Contract, (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder. If service will be interrupted for more than fifteen minutes the provider shall attempt to notify each affected customer.

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 Premises. Failure to supply adequate commercial electrical power or battery back-up is considered negligence of the Customer. A Customer may be billed a service dispatch charge whenever a dispatch is made to correct a service interruption caused by (i) customer-provided systems or CPE, (ii) the connection of customer-provided systems with the facilities or services of Other Providers, (iii) inside wiring or service failure on Customer's side of the demarcation point, or (iv) the negligence or willful act of the Customer or a User. The Customer will be advised of and accept charges prior to dispatching a technician to the residence or business.

The Customer also agrees to release, indemnify and hold harmless the Telephone Company in using an MTA or a telephone modem that requires electrical power in the event of a failure. Upon Customer's request, the Telephone Company may provide battery back-up for the MTA or modem with the intent of such battery back-up permitting the provision of telephone service in the event of a power outage. However, the provision of telephone Service in the event of a power outage is not guaranteed. Prior to agreeing to service the Customer will be advised there is no guarantee of telephone service (including 911 service) in the event of a power outage, even with battery back-up.

In the event the Customer is affected by an interruption to the Service for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

2. Rules and Regulations (Cont'd)

2.1 Obligation and Liability of the Telephone Company (Cont'd)

2.1.3 Limitation of Liability

- (A) Except as caused by its willful misconduct or negligence, the liability of the Company, its officers, directors, employees and agents, with respect to any action, claim, judgment, damages, demand, liability, loss or expense (including without limitation reasonable attorney's fees) brought or incurred by Customer, by any User, or by any other person in connection with the installation, provision, failure, termination, maintenance, repair or restoration of Service (including without limitation 911-related services, emergency calls and service related to errors or omissions in directory listings), will in no event exceed an amount equal to the Service charges incurred by Customer for the period during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as allowances pursuant to section 2.1.2 hereof.
- (B) Except as caused by its willful misconduct or negligence, the liability of the Company, its officers, directors, employees and agents, for defacement of or damages to the Premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including without limitation 911-related services, emergency calls and service related to errors or omissions in directory listings), and including without limitation the installation or removal of any facilities, equipment or wiring associated therewith, will in no event exceed an amount equal to the Service charges incurred by Customer for the period during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as allowances pursuant to section 2.1.2 hereof. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' Premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.
- (C) To the extent permitted by any applicable law, the Company's liability for negligence will also be limited to the amounts described in, respectively, sections 2.1.3(A) and 2.1.3(B) hereof.
- (D) To the extent permitted by any applicable regulation, the Company's liability for gross negligence will also be limited to the amounts described in, in, respectively, sections 2.1.3(A) and 2.1.3(B) hereof.
- (E) In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911-related service, emergency calls and service related to errors or omissions in directory listings). This limitation of liability shall survive failure of an exclusive remedy, and shall apply regardless of the form of action, whether in contract, tort, warranty, strict liability, misrepresentation, negligence (including without limitation, active and passive negligence) or other theory of recovery.

2. Rules and Regulations (Cont'd)

2.1 Obligation and Liability of the Telephone Company (Cont'd)

2.1.3 Limitation of Liability (Cont'd)

- (F) Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff, the Contract or the Service Agreement will be deemed waived if formal complaint is not filed within two years from the date that the alleged act or omission occurred. (Per Michigan Telecommunications Act, Section 205).

2.1.3.1 Disclaimer

The Company will have no liability whatsoever to Customer, its Users, employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' performance failures, (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services, (iii) any failure of Customer or User-provided terminal equipment or communications systems, or (iv) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

2.1.3.2 Directory Errors and Omissions

The Telephone Company's liability for damages due to errors or omissions in directory listings will be limited to a credit of one month's voice communication 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 which the error or omission continues.

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

2. Rules and Regulations (Cont'd)

2.2 Practices and Procedures (Cont'd)

2.2.10 Suspension or Termination of Service (Cont'd)

2.2.10.4 Business Service - Rights of the Customer (Cont'd)

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 Services, under the following conditions:

1. New Charter Business Customers qualify to have all levels of Services refunded for one month's charges.
2. Current Charter Business 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.

(C)

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.

2.2.10.5 Business Service - Rights of the Telephone Company

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 Customer 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, and Contract.
3. Customer files or initiates proceeding or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law and such proceedings are not dismissed within sixty (60) days.

2. Rules and Regulations (Cont'd)

2.2 Practices and Procedures (Cont'd)

2.2.10 Suspension or Termination of Service (Cont'd)

2.2.10.5 Business Service - 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 without affecting Customer's on-going obligation to pay the Telephone Company any amounts due (i.e. monthly charges) as if such suspension of Services had not taken place;
2. Termination of Services; or
3. After the occurrence of two (2) such events of Customer default in any twelve (12) month period of time, terminate the Contract, 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.

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.

2. Rules and Regulations (Cont'd)

2.2 Practices and Procedures (Cont'd)

2.2.11 Billing Disputes

Any disputed charge may be brought to the Telephone Company's attention by verbal or written notification. In the case of a billing dispute between the Customer and the Telephone Company that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

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

2.2.12 Complaints

The Telephone Company will investigate Customer complaints in accordance with Commission rules. Customers can file unresolved complaints with the:

Michigan Public Service Commission
Customer Intake Center
P.O. Box 30221
Lansing, MI 48909
800-292-9555

Customers may contact the Company:

U.S. Mail

PriorityEscalationTeam@chartercom.com
Executive Escalation Manager
2 Digital Place
Simpsonville, SC 29681
1 888 GET CHARTER (1 888 438-2427)

(C)
—
(C)

2. Rules and Regulations (Cont'd)

2.2 Practices and Procedures (Cont'd)

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

The Telephone Company will provide an estimate of actual charge to the Customer prior to the start of construction. The Customer must pay for any special construction prior to the activation of Service and/or cancellation of the Contract. All charges are due and payable upon receipt of the bill. If the business Customer fails to pay an invoice within thirty (30) days of issuance, Charter will issue a notice of late payment.

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.

(D)

(D)

Reserved for Future Use

(T)

(D)

(D)

Issued under authority of the Michigan Public Service Commission in an order dated 2/24/05, in Case No. U-14355
Issue Date: December 12, 2014 Effective Date: December 15, 2014

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

2. Rules and Regulations (Cont'd)

2.2 Practices and Procedures (Cont'd)

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

Special Type of Construction

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

- A. Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the Customer and in addition, the Customer shall pay the cost of the underground cable, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or are) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Telephone Company.
- B. The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use.
- C. Where conductors are laid in a trench, the trench shall be constructed and backfilled by or at the expense of the Customer. In addition, the Customer shall pay the cost of the conductors, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or is) required to furnish the same service.
- D. Cable or wire installed in conduit will be maintained and replaced at the expense of the Telephone Company where the conduit has been inspected in place by the Telephone Company and approved, but repairs or replacements of cable or wire in conduit or trench made necessary by damages caused by the Customer or his representative will be made only at the Customer's expense.
- E. Where facilities are changed from aerial to underground, in addition to the above, the Customer is charged the cost of dismantling and removing the aerial facilities.

2. Rules and Regulations (Cont'd)

2.2 Practices and Procedures (Cont'd)

2.2.14 911/E-911 Emergency Services

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

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

Where a 911 call is placed by the calling party via interconnection with an interexchange carrier or operator service provider, the Company cannot guarantee the completion of said call or the quality of said call.

To ensure 911 calls and emergency personnel are properly routed, Telephone Company equipment must not be moved by the Customer or User. 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. The customer will be so advised prior to service agreement.

If Customer requires location-specific Automatic Location Information (such as floor and room number within a building) for 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 enables PS/ALI from a third-party provider.

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

2.2.15 Access to Telecommunications Relay Service

Telecommunications Relay Service (TRS) enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate with the hearing population not using TT. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing or speech-impaired persons who do use a TT. A Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available.

(D)

(D)

(N)

(N)

3. Business Services

(N)

3.1 Local Interconnection Service

3.1.1 General

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

3.2.2 Definitions

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

- A. "Company" means Charter Fiberlink-Michigan, 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)

3. Business Services (Cont'd)

(N)

3.1 Local Interconnection Service (Cont'd)

3.1.3 Description of Service

- A. LIS provides a connection between a Customer's broadband facilities and the public switched telephone network, and related Services described herein. In order to make use of the Company's LIS, Customer's broadband facilities must consist of an IP-based, broadband connecting Facility between the Customer and the Premises of each Subscriber that has the ability to use a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc.(CableLabs®), a soft switch, a media gateway, and appropriate Customer Premises Equipment. LIS does not support Customers providing services to Subscribers that operate using a different format than provided by the Company.
- B. The IP-based, broadband connecting Facility between Customer and Subscribers, the CMTS, the soft switch, the connecting Facilities to the Company's media gateway, and all Customer Premises Equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol. The Customer shall, at its sole cost, be responsible for providing all equipment, software, facilities and IP connectivity necessary for the Customer to provide interconnected VoIP service to its Subscribers.
- C. LIS is available to Customers where suitable Facilities exist, are technologically available, and are operationally and economically feasible.
- D. LIS provides standard 10-digit telephone numbers with associated two-way local exchange telecommunications service to permit Customers to provide local interconnected VoIP service to Customer's Subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, Telecommunications Relay Services (711), and Directory Listings. Toll services, Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

3.1.4 Use of Service

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

(N)

3. Business Services (Cont'd)

3.1 Local Interconnection Service (Cont'd)

3.1.4 Use of Service (Cont'd)

A. (Cont'd)

1. (Cont'd)

- a. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI)), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable Costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.
- b. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").
- c. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.

(N)

(N)

3. Business Services (Cont'd)

3.1 Local Interconnection Service (Cont'd)

3.1.4 Use of Service (Cont'd)

A. (Cont'd)

1. (Cont'd)

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

 - e. The Company and the Customer will conduct interoperability testing prior to the Customer implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.
2. Customer is solely responsible for (i) implementing with Subscribers appropriate terms, conditions, and measures to ensure that all Subscribers comply with the terms and conditions of this LIS Tariff, and (ii) establishing the price plans according to which Subscribers will be billed, including determining and remitting taxes and other charges (i.e. Federal Universal Service Fund Charge) to applicable authorities, billing its Subscribers, and handling all Subscriber disputes. All acts or omissions of a Subscriber shall be attributable to Customer for purposes of this LIS Tariff. The Company will not provide support directly to any Subscriber.

(N)

(N)

3. Business Services (Cont'd)

(N)

3.1 Local Interconnection Service (Cont'd)

3.1.5 Term and Termination

- A. LIS is available for an initial term ("Term") of three years following execution of a separate written agreement between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.
- B. In the event of early termination of LIS by the Customer before the expiration of the Term, the Company may assess a Termination Charge equal to 100% of all monthly recurring charges multiplied by the number of months left in the Term. Such early Termination Charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover Costs associated with providing LIS.
- C Discontinuance of Service for Cause
 - 1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend LIS without incurring any liability.
 - 2. Upon Customer violation of any of the other material terms or conditions applicable to LIS the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend LIS without incurring any liability if such violation continues during that period.
 - 3. Upon condemnation of any material portion of the Facilities used by the Company to provide LIS to a Customer or if a casualty renders all or any material portion of such Facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend LIS without incurring any liability.
 - 4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend LIS without incurring any liability.
 - 5. Upon any governmental prohibition or required alteration of LIS to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue LIS without incurring any liability.
 - 6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue LIS. The Customer will be liable for all related Costs. The Customer will also be responsible for payment of any reconnection charges.
 - 7. Upon the Company's discontinuance of LIS to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the Term for which LIS would have otherwise been provided to the Customer to be immediately due and payable.
 - 8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

(N)

3. Business Services (Cont'd)

3.1 Local Interconnection Service (Cont'd)

3.1.6 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.

3.1.7 Local Number Portability

- A. Porting In. As between the Company and the Customer, the Customer may act as the Company's agent in obtaining Subscriber requests to port a telephone number from a third party telecommunications provider to the Company so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of Customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21.
- B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.
- C. Directory Listings.
 1. The Company will assist Customer in the provision of directory listings to its Subscribers through third-party providers.
 2. The Customer shall be responsible for all costs incurred by the Company in the provision of directory listing services to the Customer's Subscribers, including any charges or liability resulting from the Customer's use of services provided by a third-party service provider. Such costs are not included in the rates specified in Section 7.9.9 of this LIS Tariff.
 3. The Company is not liable for damages arising from errors or omissions in the making or printing of directories by any such third-party service provider, or in accepting listings presented by the Customer.

3. Business Services (Cont'd)

3.1 Local Interconnection Service (Cont'd)

3.1.10 Rates and Charges

- A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined Service configurations will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for Service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- B. The charges for LIS may be revised from time-to-time on one month's notice.
- C. Charges for Service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of Service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.
- D. Rates:

**NONRECURRING
CHARGES**

- 1. Local Interconnection Service Non-Recurring Charge -
Facilities used in the provision of Local Interconnection Service are constructed to meet specification negotiated by the Company and the Customer on an Individual Case Basis. Charges are offered to the Customer in writing and on a nondiscriminatory basis¹.
- 2. Activation/Service Order Charges - Pass through of any and all Carrier initial and supplemental Service order charges including activation charges, number porting charges (initial and supplemental; both standard and project-based fees), and directory listing charges (initial and supplemental; whether new, changed or deleted).
- 3. Repair/Maintenance Charges to repair customer caused incidents:

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

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

(N)

(N)

3. Business Services (Cont'd)

3.1 Local Interconnection Service (Cont'd)

3.1.10 Rates and Charges (Cont'd)

D. Rates (Cont'd)

	MONTHLY RATE¹	
4. Local Interconnection Port - Per T-1	\$1,000.00 Based on a 36-month Term Contract	
5. Per Customer Subscriber	ICB	(C)
6. Other Carrier Charges - Pass through of any and all Carrier charges for numbers (DID/DOD), directory listing-related charges (vanity listing, non-published) or any other Carrier Charges.		
7. Individual Case Basis (ICB) Charges - ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis.		

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

4. Service Price and Terms Guide

Please refer to the telephone Company's Service, Price and Terms Guide for information regarding service areas as well as service descriptions, rates and conditions offered to residential and business customers. The Guide is posted on the Company's website at www.charter.com, "Terms of Service/Policies.

(C)