

**TITLE SHEET**

**OF**

**CHARTER FIBERLINK-TENNESSEE, LLC**

12405 POWERSCOURT DRIVE  
ST. LOUIS, MISSOURI 63131

**LOCAL AND INTRASTATE INTEREXCHANGE SERVICES TARIFF**

This tariff contains the rules and regulations for the furnishing of telecommunication services and facilities provided by Charter Fiberlink-Tennessee, LLC to customers within the State of Tennessee.

For non-regulated residential and business services, terms and rates please refer to the Charter Advanced Services (TN), LLC Service, Price and Terms Guide which can be found at [www.charter.com/tariffs](http://www.charter.com/tariffs).

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

**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.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title Page	2 <sup>nd</sup> Revised	27.2	Original	51.2	Removed
1	74 <sup>th</sup> Revised*	27.3	1 <sup>st</sup> Revised	52	Removed
2	5 <sup>th</sup> Revised	28	2 <sup>nd</sup> Revised	53	Removed
3	5 <sup>th</sup> Revised*	28.1	1 <sup>st</sup> Revised	54	Removed
4	2 <sup>nd</sup> Revised	28.2	1 <sup>st</sup> Revised	54.1	Removed
5	1 <sup>st</sup> Revised	28.3	Original	54.2	Removed
6	1 <sup>st</sup> Revised	29	6 <sup>th</sup> Revised	55	Removed
7	3 <sup>rd</sup> Revised	29.1	1 <sup>st</sup> Revised	55.1	Removed
8	4 <sup>th</sup> Revised	29.2	1 <sup>st</sup> Revised	55.2	Removed
9	2 <sup>nd</sup> Revised	29.3	1 <sup>st</sup> Revised	55.3	Removed
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11	Removed	31	Removed	57	Removed
12	Removed	31.1	Removed	57.1	Removed
13	Removed	32	Removed	57.2	Removed
14	Removed	32.1	Removed	58	Removed
15	Removed	33	Removed	59	Removed
16	Removed	33.1	Removed	60	Removed
17	Removed	34	Removed	61	Removed
18	3 <sup>rd</sup> Revised	35	Removed	62	Removed
18.1	1 <sup>st</sup> Revised	36	Removed	63	1 <sup>st</sup> Revised*
18.2	2 <sup>nd</sup> Revised	37	Removed	64	1 <sup>st</sup> Revised*
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20	2 <sup>nd</sup> Revised	38	Removed	66	Original
20.1	Original	39	Removed	67	Original
21	6 <sup>th</sup> Revised	40	Removed	68	Original
22	5 <sup>th</sup> Revised	41	Removed	69	Original
22.1	Original	42	Removed	70	Original
23	5 <sup>th</sup> Revised	43	Removed	71	Original
23.1	3 <sup>rd</sup> Revised	44	Removed	72	Original
24	7 <sup>th</sup> Revised	45	Removed	73	Original
24.1	1 <sup>st</sup> Revised	46	Removed	74	1 <sup>st</sup> Revised*
25	10 <sup>th</sup> Revised	47	Removed		
25.1	1 <sup>st</sup> Revised	48	Removed		
25.2	Original	49	Removed		
26	2 <sup>nd</sup> Revised	49.1	Removed		
26.1	1 <sup>st</sup> Revised	50	Removed		
27	2 <sup>nd</sup> Revised	51	Removed		
27.1	Original	51.1	Removed		

\*Denotes New/Revised Page

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**Table of Contents**

Application of Tariff .....4  
1. Definitions and Terms .....5  
2. Rules and Regulations .....18  
2.1 Obligation and Liability of the Telephone Company .....18  
    2.1.1 Availability of Facilities and Equipment .....18  
    2.1.2 Interruptions of Service ..... 18.1  
    2.1.3 Limitation of Liability ..... 18.2  
        2.1.3.1 Disclaimer .....19  
        2.1.3.2 Directory Errors and Omissions .....19  
    2.1.4 Force Majeure .....20  
    2.1.5 Indemnification .....20  
    2.1.6 Indemnification by Customer .....20  
    2.1.7 Transmitting Message ..... 20.1  
    2.1.8 Use of Connecting Telephone Company Lines ..... 20.1  
2.2 Practices and Procedures .....21  
    2.2.1 Rights of the Telephone Company in Furnishing Service .....21  
        2.2.1.1 Ownership and Provision of Services .....21  
    2.2.2 Establishment and Provision of Service .....22  
        2.2.2.1 Application for Services .....22  
        2.2.2.2 Use of Services Generally .....22  
            2.2.2.2.1 Reserved for Future Use .....23  
            2.2.2.2.2 Use of Business Service ..... 23.1  
    2.2.3 Directory Listing Service .....24  
    2.2.4 Priority of Service ..... 24.1  
    2.2.5 Customer Premise Equipment (CPE) ..... 24.1  
    2.2.6 Fees and Taxes Billed to Customer .....25  
    2.2.7 Period for Service .....25  
    2.2.8 Payment Obligation for Facilities and Services ..... 25.1  
    2.2.9 Credit Limit and Advance Payments ..... 25.2  
        2.2.9.1 Credit Limit ..... 25.2  
        2.2.9.2 Advance Payments ..... 25.2  
    2.2.10 Suspension or Termination of Service .....26  
        2.2.10.1 Voluntary Suspension .....26  
        2.2.10.2 Involuntary Suspension ..... 26.1  
        2.2.10.3 Business Service - Rights of the Customer .....27  
        2.2.10.4 Business Service - Rights of the Telephone Company ..... 27.1  
    2.2.11 Billing Disputes ..... 27.3  
    2.2.12 Complaints ..... 27.3  
    2.2.13 Construction, Installation and Maintenance Charges .....28  
    2.2.14 911/E-911 Emergency Services .....29

(C)

Issue Date: December 12, 2014

Effective Date: December 15, 2014

**Table of Contents (Cont'd)**

2.2.15 Access to Telecommunications Relay Service .....	29
2.2.16 Call Blocking .....	29.1
2.2.17 Reserved for Future Use .....	29.1
2.2.18 County-Wide Calling .....	29.1
2.2.19 Directory Assistance .....	29.2
2.2.20 Reserved for Future Use .....	29.2
2.2.21 Number Intercept Treatment (Extended Referral Message) .....	29.2
2.2.22 Reserved for Future Use .....	29.3
2.2.23 Operator Services .....	29.3
2.2.24 Reserved for Future Use .....	29.3
3. Business Services .....	63
3.1 High Capacity Transmission Services .....	63
A. General Description of Service .....	63
3.2 Local Interconnection Service .....	66
3.2.1 General .....	66
3.2.2 Definitions .....	66
3.2.3 Description of Service .....	67
3.2.4 Use of Service .....	67
3.2.5 Term and Termination .....	70
3.2.6 Subscriber Orders and Usage Forecasts .....	71
3.2.7 Local Number Portability .....	71
3.2.8 Emergency 911 Service .....	72
3.2.9 Liability .....	73
3.2.10 Rates and Charges .....	73

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Issue Date: April 18, 2019

Effective Date: May 18, 2019

**Application of Tariff**

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

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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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12405 Powerscourt Drive, St. Louis, MO 63131  
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**1. Definitions and Terms**

**Glossary of 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.

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

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

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

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

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Commission –Tennessee Regulatory Authority

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

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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**1. Definitions and Terms (Cont'd)**

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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.

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

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

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

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

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

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

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**1. Definitions and Terms (Cont'd)**

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

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

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

FCC – Federal Communications Commission

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

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

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**1. Definitions and Terms (Cont'd)**

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

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

Intrastate – Refers to communications within a single state.

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

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

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

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Message – A completed customer call.

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

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

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

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

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

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**1. Definitions and Terms (Cont'd)**

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

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

Supplemental Facilities or Service – Services or facilities other than primary service.

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Tariff – The schedule of Local and Intrastate Interexchange rates and charges, rules and regulations, terms and conditions adopted and filed by the Telephone Company and approved by the Tennessee Regulatory Authority.

Telephone Company – Charter Fiberlink-Tennessee, LLC

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

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

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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.

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**Charter Fiberlink-Tennessee, LLC  
Local and Intrastate Interexchange Services Tariff**

**TRA Tariff No. 1**  
6<sup>th</sup> Revised Page 10  
Cancels 5<sup>th</sup> Revised Page 10

**Reserved for Future Use**

Information previously contained on pages 10.1-17 as well as the pages have been removed from this tariff. Pages listed below are for historical reference.

- 5<sup>th</sup> Revised Page 10.1
- 7<sup>th</sup> Revised Page 11
- 3<sup>rd</sup> Revised Page 12
- 3<sup>rd</sup> Revised Page 13
- 3<sup>rd</sup> Revised Page 14
- 2<sup>nd</sup> Revised Page 15
- 2<sup>nd</sup> Revised Page 16
- 1<sup>st</sup> Revised Page 17

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## **2. Rules and Regulations**

### **2.1 Obligation and Liability of the Telephone Company**

#### **2.1.1 Availability of Facilities and Equipment**

Services and associated products, facilities, equipment, features and functions will be available in accordance with the Contract, where technically and operationally feasible.

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. The Company may limit communications, refuse to provide Services or discontinue Services when necessary because of (i) the lack of transmission medium, transmission capacity or any other facilities or equipment, (ii) the lack of available services from or interconnection with the services or facilities of Other Providers, or (iii) any cause beyond the Company's control.

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

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

The Telephone Company shall use reasonable efforts to make Services available by the estimated service date. The Telephone Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by the Telephone Company's vendor(s), and any delays due to any Carrier where the Telephone Company is relying upon such Carrier to meet such estimated due date which is beyond the Telephone Company's control.

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## **2. Rules and Regulations (Cont'd)**

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### **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.

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 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.

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.

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**2. Rules and Regulations (Cont'd)**

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**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 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.

(C)

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## 2. Rules and Regulations (Cont'd)

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### 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 not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

##### 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 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 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.

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## **2. Rules and Regulations (Cont'd)**

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

#### **2.1.4 Force Majeure**

The Company is excused from any performance due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Other Provider's facilities or services, or any regulation or other directive, action or request of any governmental authority.

#### **2.1.5 Indemnification**

Subject to the limitations of liability set forth in Section 2.1.3 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise- deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

#### **2.1.6 Indemnification by Customer**

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

- (A) libel or slander resulting from User's use of the Services;
- (B) any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the User or any third party, or (ii) in an explosive or otherwise hazardous environment;

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Effective Date: November 23, 2012

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

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**2. Rules and Regulations (Cont'd)**

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

**2.1.6 Indemnification by Customer (Cont'd)**

- (C) infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by any User or (b) by any other person using the Services provided to any User, User location, or Authorization Code; or (ii) from the combination of User's use of Services with customer-provided CPE or with other User-provided facilities or services; and
- (D) except as otherwise provided by applicable law, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.
- (E) any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion to use E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911 service thereunder, and which arises out of the negligence or other wrongful act of the Customer, its user, agencies or municipalities, or the employees or agents of any one of them.
- (F) 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.

Customer shall be solely responsible for any damage to or loss of Company equipment while on the Premises, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

**2.1.7 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.

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

Issue Date: November 21, 2012

Effective Date: November 23, 2012

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

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## **2. Rules and Regulations (Cont'd)**

### **2.2 Practices and Procedures**

#### **2.2.1 Rights of the Telephone Company in Furnishing Service**

##### **2.2.1.1 Ownership and Provision of Services**

Equipment and facilities furnished by the Company to provide Service on the Premises (except for inside wiring and inside jacks) are the property of the Company. Telephone numbers assigned to the Customer by the Company are portable and transferable with the Customer; however, the Customer has no property right in telephone numbers or any other call number designations associated with the Services, and the Company may change such numbers, or the central office code designations associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

The agents and employees of the Telephone Company shall have the right to enter the 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.

The Company installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other Carriers or entitles when authorized by the Customer to allow connection of a Customer's Location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

The Company may block calls that are made to certain cities or Central Office exchanges, or use certain Authorization Codes as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service. The Company will use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Company may substitute, change, or rearrange any equipment or Facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer. The Company shall have the right to make necessary repairs or changes in its Facilities at any time and will have the right to suspend or interrupt Service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or Interruption of Service for any appreciable period is necessary, the Company will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at time that will cause the least inconvenience.

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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  
Charter Fiberlink-Tennessee, LLC

**2. Rules and Regulations (Cont'd)**

**2.2 Practices and Procedures (Cont'd)**

**2.2.2 Establishment and Provision of Service**

**2.2.2.1 Application for Services**

Applications for initial or additional services may be made to the Telephone Company in writing. Customer shall submit a Service Order as the Company may reasonably require.

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During the application process, the Telephone Company may check commercial credit services or past telephone account information in order to establish a credit risk assessment and/or use in establishing any advance payment amount or treatment of service that may be required.

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

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**2.2.2.2. Use of Services Generally**

Services may be used by Customer or User for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth in this Tariff and in the Contract.

The Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or End User may not assign, transfer in any manner the Service or any rights associated with the Service without the written consent of the Company.

The Company may require a Customer to immediately shut down its transmission of signals if Company concludes, in its sole discretion, that such transmission is causing interference to others.

The Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

Issue Date: December 12, 2014

Effective Date: December 15, 2014

**2. Rules and Regulations (Cont'd)**

**2.2 Practices and Procedures (Cont'd)**

**2.2.2 Establishment and Provision of Service (Cont'd)**

**2.2.2.2 Use of Services Generally (Cont'd)**

The Company reserves the right (i) to refuse to provide, or discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to limit or block Services to any User location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services, or use of the Service in violation of the Contract, or this Tariff, or (b) consumption of Services in excess of the credit limit (if any).

The Company reserves the right to limit or to allocate the use of existing Facilities, or additional Facilities offered by the Company, when necessary because of lack of Facilities, relevant resources, or due to causes beyond the Company's control. In addition, the Company reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff. The Company also reserves the right to block International calls when usage surpasses the threshold set by the Company and/or the Account is Delinquent.

The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using the Telephone Company's Service. The Customer shall be responsible for payment of all applicable charges for Services provided by the Telephone Company and charged to the Customer's Accounts, even where those calls are originated by fraudulent means either from Customer's Premises or from remote Locations. The Telephone Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's Premises, and the placement of calls through Customer-Provided Equipment that are transmitted or carried on the Telephone Company network.

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 Charter Business Services and do not purchase any other Charter Business Services, including affiliate services, will be required to sign up for automatic payment prior to installation of local and interexchange Services. The Customer must maintain a valid Account with automatic payment for not less than six (6) months from the date the Charter Business Service is installed or be subject to disconnection.

Customer represents to the Telephone Company that the Customer has the authority to execute, deliver and carry out the terms of this Tariff and Contract or Service Agreement. It is the responsibility of the Customer to ensure that any person who accesses any Service through the Customer's equipment or through the Telephone Company's Facilities on the Premises will be an authorized User.

Issue Date: November 21, 2012

Effective Date: November 23, 2012

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

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(C)

**2. Rules and Regulations (Cont'd)**

**2.2 Practices and Procedures (Cont'd)**

**2.2.2 Establishment and Provision of Service (Cont'd)**

**2.2.2.2 Use of Services Generally (Cont'd)**

The Company 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

Contracts may not be amended, supplemented or changed without the written consent of the Telephone Company.

**2.2.2.2.1 Reserved for Future Use**

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

**2. Rules and Regulations**

**2.2 Practices and Procedures (Cont'd)**

**2.2.2 Establishment and Provision of Service (Cont'd)**

**2.2.2.2 Use of Business Service**

Business Services apply at the following locations:

1. In offices, stores, factories and all other places of a strictly business nature.
2. In offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs or lodges, public, private or parochial schools or colleges, hospitals, libraries, churches and other similar institutions.
3. At residence locations when use of the service either by the Customer, members or his household, his guests or parties calling him can be considered as more of a business than of a residence nature, which might be indicated via advertising, business cards, newspapers, handbills, circular, etc.
4. At residence locations, where the service or an extension line is located in a shop, office or other place of business.
5. In college fraternity houses where the members lodge within the Premises.
6. Any location where the listing of service at that location indicates a business, trade or profession.

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Issue Date: November 21, 2012

Effective Date: November 23, 2012

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

## **2. Rules and Regulations (Cont'd)**

### **2.2 Practices and Procedures (Cont'd)**

#### **2.2.3 Directory Listing Service**

The regulations for directory listings in this Tariff apply only to an alphabetical directory arranged for by the Company 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 telephone company's practices with respect to its directories.

Listings are regularly provided in connection with all classes of Exchange Service, unless the Customer subscribes to 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, may be provided in accordance with the incumbent telephone company's directory practices.

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

A subscription for Private Number Service may be furnished subject to the Contract and the regulations as applicable and 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.

Each Customer shall be entitled, without charge, to a directory for the customer's local calling area within the Telephone Company's service area.

Issue Date: November 21, 2012

Effective Date: November 23, 2012

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

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**2. Rules and Regulations (Cont'd)**

**2.2 Practices and Procedures (Cont'd)**

**2.2.4 Priority of Service**

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

**2.2.5 Customer Premise Equipment (CPE)**

When provided by the Customer or User, CPE is solely the responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing such CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services. The Customer is responsible for ensuring that all such CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE provided by the Customer or User fails to conform to such regulations.

Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer or User-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

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.

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## **2. Rules and Regulations (Cont'd)**

### **2.2 Practices and Procedures (Cont'd)**

#### **2.2.6 Fees and Taxes Billed to Customer**

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When any government authority, municipality, other political subdivision or agency of government, imposes upon the Telephone Company any license, occupation, franchise, utilities assessment or other similar charge, surcharge, fee or tax applicable to Service by the Telephone Company to the Customer, or imposes a charge, surcharge, fee or tax based upon a percentage of gross receipts, net receipts, or revenues from or applicable or attributable to sale of Service to the Customer by the Telephone Company, the charges for Service may be increased by an amount equal to each such Customer's proportionate part of any such charge, surcharge, fee or tax, and such amount shall be shown separately on the Customer's bill.

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

#### **2.2.7 Period for Service**

Unless otherwise specified herein or in the Contract:

- A. The initial (or minimum) period for Service is one (1) month from the date service is established and the minimum charge is the established rate for one (1) month. The period of Service will automatically renew for subsequent terms of equal duration, and either the Company or the Customer may elect not to renew the period of service by written notice to the other no later than thirty (30) days prior to the expiration date of the period of Service;
- 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, including, but not limited to, in connection with (nonstandard) types or arrangements of facilities, or for unusual construction, necessary to meet special demands, and involving extra costs.

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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  
Charter Fiberlink-Tennessee, LLC

## **2. Rules and Regulations (Cont'd)**

### **2.2 Practices and Procedures (Cont'd)**

#### **2.2.8 Payment Obligation for Facilities and Services**

- A. The Company may require any Customer to make an advance payment of non-recurring charges (e.g., special construction charges) prior to consumption of Services.
- B. The Customer is held responsible for all charges for Services rendered and furnished to the Customer. **(C)**
- C. Customers who cancel prior to service installation (including without limitation cancellation of special construction) will incur a charge equal to the greater of (i) the non-recurring charges applicable to the period of Service, or (ii) the Company's reasonably incurred, actual expenses associated with such cancellation.
- D. Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Users, including without limitation any unauthorized, unlawful or fraudulent use or access.
- E. All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.
- F. Charges for services will be billed to Customer on a monthly (30 day) basis. Fixed Monthly Recurring Charges will be billed in advance. Non-recurring charges and usage sensitive charges will be billed in arrears.
- G. Customer's Service will be subject to discontinuance or disconnection if the amount stated on the invoice is not paid in full by the first day of the next thirty (30) day cycle following the aforesaid mailing. All calculations of dates set forth in this Section shall be based upon calendar days and if a billing date falls on a Sunday or on a Holiday, the Customer may make payment in full on the next regular business day.
- H. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company in Company's sole and absolute discretion. All applicable nonrecurring charges shall apply when services are restored.

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  
Charter Fiberlink-Tennessee, LLC

**2. Rules and Regulations (Cont'd)**

**2.2 Practices and Procedures (Cont'd)**

**2.2.9 Credit Limit and Advance Payments**

**2.2.9.1 Credit Limit**

The Company may, at any time and at its sole discretion, set a credit limit for any Customers' or Users' consumption of Services for any monthly period.

**2.2.9.2 Advance Payments**

Customers who are unable to satisfy or unwilling to provide information to establish credit worthiness or who have an unsatisfactory credit rating may be required to make an advance payment. The advance payment will be equal to the applicable installation charge and one month of recurring charges, excluding taxes and surcharges. The advance payment will appear as a credit and be applied to the first month bill. The Telephone Company reserves the right to refuse service if the Customer fails to fulfill standard requirements. After service has been established, the Customer will be responsible for the payment of all applicable charges to avoid discontinuance of service.

The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of an advance payment. A Customer may be required to continue to make advance payments in accordance with this Section until such time as its credit worthiness is established to the Company's reasonable satisfaction.

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

Issue Date: November 21, 2012

Effective Date: November 23, 2012

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

**2. Rules and Regulations (Cont'd)**

**2.2 Practices and Procedures (Cont'd)**

**2.2.10 Suspension or Termination of Service**

**2.2.10.1 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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(D)

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  
Charter Fiberlink-Tennessee, LLC

## **2. Rules and Regulations (Cont'd)**

### **2.2 Practices and Procedures (Cont'd)**

#### **2.2.10 Suspension or Termination of Service (Cont'd)**

##### **2.2.10.2 Involuntary Suspension**

Service may be terminated for non-payment of a bill provided that the Telephone Company has made a reasonable attempt to effect collection. The Telephone Company will also provide the Customer the opportunity to eliminate portions of the service before terminating service in its entirety. Written notice will be sent, with reasons specified to the Customer, but will exclude Sundays and Holidays, prior to the date of the proposed discontinuance. Notice will be sent to the Customer via first class US Mail or, if agreed to by the Customer, by electronic means. Basic telecommunications service, if provided by the Company, may not be suspended on any Friday, Saturday, Sunday, Holiday or day before a holiday. Service also may not be suspended when the offices of the Telephone Company are not open to the public.

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

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

- A. Without notice, in the event of a condition determined by the Telephone Company to be hazardous or dangerous to others;
- B. Without notice, if Customer use of equipment is in such a manner as to adversely affect the Telephone Company's service to other customers;
- C. If for a Customer who demonstrates fraudulent means of obtaining, or attempting, to obtain, or assisting another to obtain, service by any trick, scheme, false representation, false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge for such service.
- D. In the event the Customer tampers with equipment furnished and owned by the Telephone Company;
- E. If the Customer has clearly abandoned the premises;
- F. If the Customer has failed to abide by the terms of a payment arrangement;
- G. Without notice, in the event of unauthorized use of Service;
- H. Failure of the Customer to permit the Company reasonable access to its equipment or in the case of extreme risk to Company employees;
- I. Failure of the Customer to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.
- J. Failure to comply with municipal ordinances and other laws;
- K. Failure of the Customer to provide an advance payment to the Telephone Company, if required;

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Issue Date: December 12, 2014

Effective Date: December 15, 2014

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

**2. Rules and Regulations (Cont'd)**

**2.2 Practices and Procedures (Cont'd)**

**2.2.10 Suspension or Termination of Service (Cont'd)**

**2.2.10.2 Involuntary Suspension (Cont'd)**

- L. Where there is probable cause to believe that there is illegal or willful misuse of the Telephone Company's service; including but not limited to; the subscriber use or allowance of use of abusive, obscene, profane, lewd, lascivious or suggestive language or material otherwise not protected by law; subscriber use with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user (including Telephone Company employees); or subscriber use to impersonate or permit others to impersonate any other individual. (T)
- M. The Telephone Company is not required to furnish Service or to continue its service; to any applicant who, at the time of application, is indebted under an undisputed bill to the Telephone Company for Service or service from its affiliates previously furnished to such applicant or any other member of the applicant's household. (T)
- N. For violation and/or non-compliance with the Public Service Commission's Orders or regulations governing service supplied by the Telephone Company; (T)
- O. Failure of a Customer to cooperate with the Telephone Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the Customer's right to continuance of Service; (T)
- P. Failure of the Customer to fulfill his obligations pursuant to the Company's local or interexchange Tariff, or to fulfill his contractual obligations, for Service and/or facilities. (T)

**2.2.10.3 Business Service - Rights of the Customer**

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

The Telephone Company shall be in default if the Telephone Company fails to comply with the terms of this Tariff, or/and individual Contract and/or any or all of the applicable Service Orders; and the Telephone Company fails to remedy each noncompliance or occurrence within thirty (30) days of receipt of written notice from Customer:

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 up to an amount equal to any one time charge paid by the Customer to the Telephone Company relative to the Services covered by the terminated Service Order and/or Contract.

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  
Charter Fiberlink-Tennessee, LLC

**2. Rules and Regulations (Cont'd)**

**2.2 Practices and Procedures (Cont'd)**

**2.2.10 Suspension or Termination of Service (Cont'd)**

**2.2.10.3 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. Voice trunk, bulk accounts, multi-dwelling unit Accounts and national Accounts are not eligible for this offer.
4. The maximum refund allowable is \$500 per account.

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

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

**2.2.10.4 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**

**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 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.

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**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:

Consumer Services Division, Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505  
FAX: 615-741-8953

Telephone Company Contact: [PriorityEscalationTeam@chartercom.com](mailto:PriorityEscalationTeam@chartercom.com)  
U.S. Mail Executive Escalation Manager  
2 Digital Place  
Simpsonville, SC 29681  
1 888 GET CHARTER (1- 888-438-2427)

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Charter Fiberlink-Tennessee, LLC

## **2. Rules and Regulations (Cont'd)**

### **2.2 Practices and Procedures (Cont'd)**

#### **2.2.13 Construction, Installation and Maintenance Charges**

Construction performed shall be at the sole discretion of the Telephone Company. The obligation to provide facilities-based services does not require the Telephone Company, to build out its facilities to Customers if the Telephone Company cannot reasonably obtain access to the point of demarcation on the Premises. (C)

Construction charges in the form of installation charges, monthly charges, or both may be applied in addition to the usual service charges and monthly rates, when, for example: (C)

- 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 special or unusual methods of plant construction, installation, or maintenance.
- J. The Customer's location requires the use of costly private right-of-way.
- K. The sporadic or occasional nature of the Service or an unusual investment or expense does not allow for reasonable compensation for the Telephone Company.
- L. Facilities other than those which the Company provides are requested by the Customer.

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.

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**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.

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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**2. Rules and Regulations (Cont'd)**

**2.2 Practices and Procedures (Cont'd)**

**Reserved for Future Use**

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**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 not so inspected and approved, or repairs or replacements of cable or wire in conduit or trench made necessary by damages caused by the Customer or his representative will be made only at the Customer's expense.
- E. Where facilities are changed from aerial to underground, in addition to the above, the Customer is charged the cost of dismantling and removing the aerial facilities.

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## **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.

To ensure 911 calls and emergency personnel are properly routed, Telephone Company equipment must not be moved by the Customer or User. 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 and its Users are responsible for directing emergency personnel to the specific location or person requiring emergency assistance and to any other physical location if all telephones are not located at the address on the Account.

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.

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.

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.

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**2. Rules and Regulations (Cont'd)**

**2.2 Practices and Procedures (Cont'd)**

**2.2.16 Reserved for Future Use**

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**2.2.17 Reserved for Future Use**

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**2.2.18 Reserved for Future Use**

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**2. Rules and Regulations (Cont'd)**

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**2.2 Practices and Procedures (Cont'd)**

**2.2.19 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 the number is not in service. In such event of an error or omission in the name listing such Customer's correct name and telephone number shall be filed with directory assistance operators. The correct number will be furnished the calling party either upon request or interception.

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

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

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**2.2.20 Reserved for Future Use**

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**2.2.21 Reserved for Future Use**

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**2. Rules and Regulations (Cont'd)**

**2.2 Practices and Procedures (Cont'd)**

**2.2.22 Reserved for Future Use**

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**2.2.23 Operator Services**

The Telephone Company furnishes operator assistance to its Customers via a third-party provider in accordance with that provider's Tariff on file with the Public Service Commission. This service provides Customers with assistance using operators or the automated Interactive Voice System (IVS) whereby Customers may request assistance in dialing a local and Intrastate number, billing a local and Intrastate call to a calling card, a third party number or a collect call. Operator Services also include providing line status verification and busy line interrupt. Collect calls from correctional institutions may not be permitted.

**2.2.24 Reserved for Future Use**

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**Charter Fiberlink-Tennessee, LLC  
Local and Intrastate Interexchange Services Tariff**

**TRA Tariff No. 1**  
1<sup>st</sup> Revised Page 29.4  
Cancels Original Page 29.4

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Charter Fiberlink-Tennessee, LLC

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Service and rates found on pages 30-62 have been removed from this tariff. The pages listed below are for historical reference.

- 9<sup>th</sup> Revised Page 31
- 1<sup>st</sup> Revised Page 31.1
- 6<sup>th</sup> Revised Page 32
- Original Page 32.1
- 19<sup>th</sup> Revised Page 33
- 5<sup>th</sup> Revised Page 33.1
- 14<sup>th</sup> Revised Page 34
- 8<sup>th</sup> Revised Page 35
- 3<sup>rd</sup> Revised Page 36
- 4<sup>th</sup> Revised Page 37
- 1<sup>st</sup> Revised Page 37.1
- Original Page 38
- Original Page 39
- Original Page 40
- Original Page 41
- 2<sup>nd</sup> Revised Page 42
- 1<sup>st</sup> Revised Page 43
- 2<sup>nd</sup> Revised Page 44
- 4<sup>th</sup> Revised Page 45
- 1<sup>st</sup> Revised Page 46
- 3<sup>rd</sup> Revised Page 47
- 1<sup>st</sup> Revised Page 48
- 4<sup>th</sup> Revised Page 49
- Original Page 49.1
- 2<sup>nd</sup> Revised Page 50
- 6<sup>th</sup> Revised Page 51
- 4<sup>th</sup> Revised Page 51.1
- Original 51.2
- 3<sup>rd</sup> Revised Page 52
- 7<sup>th</sup> Revised Page 53
- 4<sup>th</sup> Revised Page 54
- 1<sup>st</sup> Revised Page 54.1
- Original Page 54.2
- 12<sup>th</sup> Revised Page 55
- 2<sup>nd</sup> Revised Page 55.1
- 1<sup>st</sup> Revised Page 55.2
- Original Page 55.3
- 6<sup>th</sup> Revised Page 56
- 2<sup>nd</sup> Revised Page 56.1
- 5<sup>th</sup> Revised Page 57
- 1<sup>st</sup> Revised Page 57.1
- Original Page 57.2
- 3<sup>rd</sup> Revised Page 58
- 3<sup>rd</sup> Revised Page 59
- Original Page 60
- 3<sup>rd</sup> Revised Page 61
- Original Page 62

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Effective Date: December 15, 2014

**3. Business Services**

**3.1 High Capacity Transmission Services**

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The following services are offered where technically and operationally feasible.

**A. General Description of Service**

**(T)**

High Capacity Transmission Service provides a point-to-point, point-to-multi-point and multi-point-to-multi-point 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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**3. Business Services (Cont'd)**

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**3. Business Services (Cont'd)**

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**3. Business Services (Cont'd)**

(N)

**3.2 Local Interconnection Service**

**3.2.1 General**

- A. Subject to the terms set, 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-Tennessee, LLC
- B. "Customer" means the provider of retail interconnected VoIP services, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.
- C. "Subscriber" means the interconnected VoIP end-user customer of the Customer.

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**3. Business Services (Cont'd)**

(N)

**3.2 Local Interconnection Service (Cont'd)**

**3.2.3 Description of Service**

- A. LIS provides a connection between a Customer's broadband facilities and the public switched telephone network, and related Services described herein. In order to make use of the Company's LIS, Customer's broadband facilities must consist of an IP-based, broadband 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. 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.

**3.2.4 Use of Service**

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

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

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**3. Business Services (Cont'd)**

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**3.2 Local Interconnection Service (Cont'd)**

**3.2.4 Use of Service (Cont'd)**

A. (Cont'd)

1. (Cont'd)

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

(N)

**3. Business Services (Cont'd)**

**3.2 Local Interconnection Service (Cont'd)**

**3.2.4 Use of Service (Cont'd)**

A. (Cont'd)

1. (Cont'd)

- d. Based on the Company Obligations, LIS is limited to Subscribers physically located in areas served by the Company. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular Exchange Areas. LIS under this Tariff is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. Notwithstanding, the Company and the Customer may negotiate and enter into such arrangements on an individual case basis to serve legitimate subscriber requirements.
  - e. The Company and the Customer will conduct interoperability testing prior to the Customer implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.
2. Customer is solely responsible for (i) implementing with Subscribers appropriate terms, conditions, and measures to ensure that all Subscribers comply with the terms and conditions of this LIS Tariff, and (ii) establishing the price plans according to which Subscribers will be billed, including determining and remitting taxes and other charges (i.e. Federal Universal Service Fund Charge) to applicable authorities, billing its Subscribers, and handling all Subscriber disputes. All acts or omissions of a Subscriber shall be attributable to Customer for purposes of this LIS Tariff. The Company will not provide support directly to any Subscriber.

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**3. Business Services (Cont'd)**

(N)

**3.2 Local Interconnection Service (Cont'd)**

**3.2.5 Term and Termination**

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

(N)

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

**3. Business Services (Cont'd)**

(N)

**3.2 Local Interconnection Service (Cont'd)**

**3.2.6 Subscriber Orders and Usage Forecasts**

- A. The Customer must submit order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After the Company's acceptance of a market order, the Customer may submit orders to activate Subscribers for use of LIS within such market.
- B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or local Calling Area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- C. The Customer may use other Common Carriers in addition to or in lieu of the Company.

**3.2.7 Local Number Portability**

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

(N)

**3. Business Services (Cont'd)**

**3.2 Local Interconnection Service (Cont'd)**

**3.2.8 Emergency 911 Service**

- A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.
- B. The Customer shall ensure that a Subscriber does not use LIS from a Location different from the Subscriber's address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the Incumbent Local Exchange Carrier) associated with such telephone number.
- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a Location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber Location; (iv) during a loss of connectivity to the Subscriber Location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where Service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary Location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.
- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial Service activation.
- E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Section 3.2.8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.

**3.2.9 Liability**

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

**3. Business Services (Cont'd)**

**3.2 Local Interconnection Service (Cont'd)**

**3.2.10 Rates and Charges**

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

**NONRECURRING  
CHARGES**

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

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

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

**3. Business Services (Cont'd)**

**3.2 Local Interconnection Service (Cont'd)**

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

D. Rates (Cont'd)

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

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

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