LOCAL AND INTRASTATE INTEREXCHANGE SERVICES PRICE GUIDE

For

Time Warner Cable Information Services (Florida) d/b/a Time Warner Cable
Time Warner Cable Information Services (Idaho), LLC d/b/a Time Warner Cable
Time Warner Cable Information Services (Kansas), LLC d/b/a Time Warner Cable
Time Warner Cable Information Services (Washington), LLC d/b/a Time Warner Cable

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This Guide contains the terms and regulations for the furnishing of services and facilities regarding local and interexchange telecommunications to customers within the state of Florida, Idaho, Kansas and Washington. This Guide is posted on the Company’s website at www.spectrum.com.
Application of Guide

This Guide sets forth the terms and conditions of services applicable to furnishing intrastate common carrier local and interexchange communications services by the following competitive facilities-based provider:

Time Warner Cable Information Services (Florida), LLC d/b/a Time Warner Cable
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Time Warner Cable Information Services (Washington), LLC d/b/a Time Warner Cable

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

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

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

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

Account – Either a Customer’s physical location or individual Service represented by a unique account number within the billing hierarchy. Multiple services each with a unique account number may be part of one physical location.

Application – A request made in writing (including by electronic means) for Service.

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

Automatic Location Identification (ALI) – The use of a database to associate a physical location with a telephone number.

Business Service – Telephone Service to be used primarily for other than family, household or personal purposes, and as described herein.

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

Carrier – The term “Carrier” means a provider of Telecommunications Service.

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.

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


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

Construction Charge – A separate nonrecurring charge made for the construction of facilities.

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

Contract or Service Agreement – The agreement between a Customer and the Telephone Company under which Services and facilities are furnished. The Contract or Service Agreement may consist of or include the Service Order. Unless stated otherwise by the Contract or Service Agreement, the Contract or Service Agreement may include, incorporate or refer to the provisions of this Guide.
1. Definitions and Terms (Cont'd.)

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, corporation or other person which enters into a Contract for Service and is responsible for the payment of charges and compliance with the Guide and/or Contract or Service Agreement.

Customer Provided Equipment or Customer Premises Equipment (CPE) – Refers to terminal equipment normally used on the Premises and owned or provided by the Customer or User, or owned by the Telephone Company or some other supplier and leased to the Customer or User; including the terminal equipment located or held in inventory on the Premises.

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.

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

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

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

FCC – Federal Communications Commission.

Guide – A schedule of local and interexchange rates and charges, rules and regulations, terms and conditions.
1. Definitions and Terms (Cont’d)

Incumbent Local Exchange Carrier (ILEC) or Incumbent Telephone Company – is any local exchange carrier that on February 8, 1996, provided local exchange service in an Exchange Area, and either as of February 8, 1996 was deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC’s regulations, or is a person or entity that, on or after February 8, 1996, became a successor or assign of such a member of the Exchange Carrier Association.


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

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

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

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

 Interruption – Refers to the disruption of Service such that the Service becomes unusable by the User.

Intrastate – Refers to communications within a single state.

Local Access and Transport Area (LATA) – means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

Local Calling Service Area or Local Service Area – Refers to the Exchange Area throughout which communications service is rendered to a Customer or Users without the application of toll charges.

Local Exchange Carrier (LEC) – An ILEC or CLEC providing communications service within the same Exchange Area or Local Service Area.

Local Exchange Service or Exchange Service – When referring to the Company, Telephone Service within an Exchange Area in accordance with the provisions of the Contract and the Guide. When referring to Other Providers, communications service within an Exchange Area or Local Service Area.

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

Message – A completed Customer call.
1. Definitions and Terms (Cont’d)

MRC – The monthly recurring charge

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

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

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

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

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

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

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

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

Service Agreement – See “Contract or Service Agreement”.

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

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

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

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

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

Telephone Company or Company: - Refer to Companies listed under section for Application of Guide.

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

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

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

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

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

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

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

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

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

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

The regulations set forth herein apply to intrastate local exchange and interexchange telecommunication services and facilities furnished within the State by the Telephone Company or Company.

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. The Customer will be advised of and accept charges prior to dispatching a technician to the residence or business.

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 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.
2. Rules and Regulations (Cont’d)

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

2.1.2 Interruptions of Service

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

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

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

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

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

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

2.1.3 Limitation of Liability

A. Except as caused by its willful misconduct or negligence, the liability of the Company, its officers, directors, employees and agents, with respect to any action, claim, judgment, damages, demand, liability, loss or expense (including without limitation reasonable attorney’s fees) brought or incurred by Customer, by any User, or by any other person in connection with the installation, provision, failure, termination, maintenance, repair or restoration of Service (including without limitation 911-related services, emergency calls and service related to errors or omissions in directory listings), will in no event exceed an amount equal to the Service charges incurred by Customer for the period during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as allowances pursuant to section 2.1.2 hereof.

B. Except as caused by its willful misconduct or negligence, the liability of the Company, its officers, directors, employees and agents, for defacement of or damages to the Premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including without limitation 911-related services, emergency calls and service related to errors or omissions in directory listings), and including without limitation the installation or removal of any facilities, equipment or wiring associated therewith, will in no event exceed an amount equal to the Service charges incurred by Customer for the period during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as allowances pursuant to section 2.1.2 hereof. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users’ Premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

C. To the extent permitted by any applicable law, the Company’s liability for negligence will also be limited to the amounts described in, respectively, sections 2.1.3.A and 2.1.3.B hereof.

D. To the extent permitted by any applicable regulation, the Company’s liability for gross negligence will also be limited to the amounts described in, in, respectively, sections 2.1.3.A and 2.1.3.B hereof.

E. In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911-related service, emergency calls and service related to errors or omissions in directory listings). This limitation of liability shall survive failure of an exclusive remedy, and shall apply regardless of the form of action, whether in contract, tort, warranty, strict liability, misrepresentation, negligence (including without limitation, active and passive negligence) or other theory of recovery.
2. Rules and Regulations (Cont’d)

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

2.1.3 Limitation of Liability (Cont’d)

F. Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Guide, 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 Guide or with the Services, (iii) any failure of Customer or User-provided terminal equipment or communications systems, or (iv) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

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

2.1.3.2 Directory Errors and Omissions

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

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

The Customer indemnifies and holds the Telephone Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a listing which the Customer has requested to be omitted from the telephone directory or the disclosing of such a listing to any person.
2. Rules and Regulations (Cont’d)

2.1 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;
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.
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 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, upon arranging an acceptable time with the Customer, 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 Guide. It may act as the Customer’s agent for ordering access connection facilities provided by other Carriers or entities 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 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.
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.

During the application process, the Telephone Company may 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.

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.

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 Guide 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 nondisclosure 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 Guide. 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.
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. Guide

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 Guide.

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, 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.

Customer represents to the Telephone Company that the Customer has the authority to execute, deliver and carry out the terms of this Guide 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.

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. 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 Guide 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 Guide.

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.

Any subscription for Private Number Service may be furnished subject to the Contract and the regulations as applicable and specified in this Guide. 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.

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. Rules and Regulations (Cont'd)

2.2 Practices and Procedures (Cont’d)

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.

2.2.6 Fees and Taxes Billed to Customer

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. Rules and Regulations (Cont’d)

2.2 Practices and Procedures (Cont’d)

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 customer will be advised before agreeing to Service 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 to the other no later than thirty (30) days prior to the expiration date of the period of Service. Additionally, the Customer will be advised upon termination of Service their last bill will be for the full thirty (30) days and not be prorated;

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.

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. 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. The Customer will be so advised prior to agreeing to service.

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.
2. Rules and Regulations (Cont’d)

2.2 Practices and Procedures (Cont’d)

2.2.8 Payment Obligation for Facilities and Services (Cont’d)

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.

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.
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.

2.2.10.2 Involuntary Suspension

Service may be terminated for non-payment of a bill with five (5) days written notice and for nonpayment of late payment penalty assessment with sixty (60) days written notice, provided that the Telephone Company has made a reasonable attempt to effect collection. The Telephone Company will also provide the Customer the opportunity to eliminate portions of the service before terminating service in its entirety. Written notice will be sent, with reasons specified to the Customer, but will exclude Sundays and 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. Voice communications 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. Without notice, 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. Without notice, in the event the Customer tampers with equipment furnished and owned by the Telephone Company;
E. Without notice, if the Customer has clearly abandoned the premises;
F. Without notice, if the Customer has failed to abide by the terms of a payment arrangement;
G. In the event of unauthorized use of Service;
H. Failure of the Customer to permit the Telephone Company reasonable access to its equipment;
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;
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 Termination (Cont’d)

K. Failure of the Customer to provide an advance payment to the Telephone Company, if required;

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.

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.

N. For violation and/or non-compliance with the Public Service Commission’s Orders or regulations governing service supplied by the Telephone Company;

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;

P. Failure of the Customer to fulfill his obligations pursuant to the Company’s local or interexchange Guide, or to fulfill his contractual obligations, for Service and/or facilities.

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 Guide, 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.
Money Back Guarantee

Upon Customer dissatisfaction and disconnection of Service, and at the Customer’s request, the Telephone Company will provide a refund/credit for any initial standard installation charge and one monthly recurring charge, applicable to Charter Business Services, under the following conditions:

1. New Charter Business Customers qualify to have all levels of Services refunded for one month’s charges.
2. Current Charter Business Customers adding a new level/upgrade of Service qualify to receive a credit for one month’s charges on the newly added services only.
3. Bulk accounts, multi-dwelling unit Accounts and national Accounts are not eligible for this offer.
4. The maximum refund allowable is $500 per account.

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

2.2 Practices and Procedures (Cont’d)

2.2.10 Suspension or Termination of Service (Cont’d)

2.2.10.4 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.

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. Rules and Regulations (Cont’d)

2.2 Practices and Procedures (Cont’d)

2.2.12 Complaints

The Telephone Company will investigate Customer complaints in accordance with Commission rules. Customers can file unresolved complaints with each state’s Public Service Commission.

Customers may contact the Company as follows:

- Email: SVC_corpescalations@charter.com
- U.S. Mail:
  
  Spectrum  
  Attn: Executive Escalation Manager  
  2 Digital Place  
  Simpsonville, SC 29681

- Phone: Customer Service 1-855 707-7328

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.

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:

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.
2. Rules and Regulations (Cont’d)

2.2 Practices and Procedures (Cont’d)

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

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

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

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

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

When attachments are made to poles or other companies, in lieu of providing construction for which the Customer would be charged under the provisions hereof, the cost to the Telephone Company for such attachments are borne by the Customer.

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

Construction charges will not apply to the Customer’s station installation that includes the aerial drop that extends from the last pole to the demarcation point. Refer to Glossary of Definitions and Terms for explanation and examples of the term “Demarcation Point.”

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

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 place 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.
2. Rules and Regulations (Cont’d)

2.2 Practices and Procedures (Cont’d)

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

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.

2.2.14 911/E-911 Emergency Services

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

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

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

To ensure 911 calls and emergency personnel are properly routed, Telephone Company equipment must not be moved by the Customer or User. The Telephone Company provides Automatic Location information (ALI) to the Public Safety Answering Point (PSAP). For services ordered by the customer the Telephone Company will provide this location information for all lines on the same account. The Telephone Company does not support multiple address locations. The only address sent to 911 operator for all telephone numbers is the service address listed on the account. The Customer is responsible for directing any emergency personnel, related to a 911 call, to the correct building, room, location or person in need of emergency assistance. The customer will be so advised prior to service agreement.

If Customer requires location-specific Automatic Location Information (such as floor and room number within a building) for delivery to the Public Safety Answering Point, or otherwise desires E-911 service to be provided for multiple user configurations, Customer must implement private switch/Automatic Locations Identification (PS/ALI). Customer must obtain the software and support that enables PS/ALI from a third-party provider.

The Telephone Company will bill the Customer a monthly surcharge, per voice grade equivalent line in order to fund the E-911 system.
2. Rules and Regulations (Cont’d)

2.2 Practices and Procedures (Cont’d)

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.

2.2.16 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.
3. Business Services

3.1 Local Interconnection Service

3.1.1 General

Description of Local Interconnection Services

A. Local Interconnection Service enables two-way interconnection between a Customer’s facilities and the public switched telephone network (“PSTN”), and access to related services described herein. The Service provides interconnection for voice calls within the Customer’s local calling area or other geographic areas defined by the Company. Local Interconnection Service utilizes soft switch technologies.

B. Local Interconnection Service is offered only to facilities-based providers of interconnected VoIP services and provides access to, but does not include, domestic and international toll service, operator services, telephone number resources, 911 capabilities, and other services as defined by the Company and the Customer. These additional services are available on an Individual Case Basis upon the Customer’s request.

C. Facilities and equipment of a type and/or quantity necessary to provide Local Interconnection Service may not be available on a ubiquitous basis in the Company’s service area(s). Local Interconnection Service is available to Customers only where the Company (a) has suitable facilities and can operate in a technically and economically feasible manner, and (b) has been authorized to provide Service.

D. In order to make use of Local Interconnection Service, the Customer’s facilities must consist of an IP-based, broadband network that uses a Cable Modem Termination System (“CMTS”). Local Interconnection Service does not support Customers providing services to End Users that operate using a different format.

E. Local Interconnection Service does not support “nomadic” VoIP services. The Customer must provide its services to each End User at a fixed service address.

3.1.2 Availability of Local Interconnection Service on an Individual Case Basis

A. Upon receipt of a bona fide request for Local Interconnection Service from a Customer, the 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.

B. Recurring and nonrecurring costs for components of Local Interconnection Service other than those identified in Section 4 will be developed on an Individual 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.
3. Business Services (Cont’d)

3.1 Local Interconnection Service (Cont’d.)

3.1.3 Customer Use of Local Interconnection Service

A. 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 End Users. The IP-based, broadband connecting facility between Customer and End Users, 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 End Users and is not included as part of Local Interconnection Service.

B. The Customer must provide the proper signaling information 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, 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 12 month period the Customer sends calls to the Company lacking required signaling information in excess of five percent of all calls during such months, the Company may terminate Local Interconnection Service to the Customer immediately with no liability from the Company to the Customer for such termination.

C. The Customer shall input, validate and maintain accurate End User 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”).

D. The Customer shall not: (a) 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 (b) 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.

E. Local Interconnection Service is limited to End Users physically located in areas served by the Company. The Customer shall in all cases assign telephone numbers to End Users based on the End Users’ locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. Unless otherwise agreed by the Company and the Customer on an Individual Case Basis, Local Interconnection Service is not to be used with any “virtual numbering” or foreign-exchange-like arrangements.

F. The Company and the Customer will conduct interoperability testing prior to the Customer’s 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) Local Interconnection Service where proper interoperability testing has not been completed.
3. Business Services (Cont’d)

3.1 Local Interconnection Service (Cont’d.)

3.1.4 Telephone Number Resources and Local Number Portability

A. Upon Customer request, the Company will assist the Customer in obtaining telephone number resources through a third-party service provider.

B. The Customer shall bear responsibility for all costs incurred by the Company in the provision of telephone number resources to the Customer’s End Users, 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 4 of this tariff.

C. The Customer may act as the Company’s agent in obtaining End User 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 End User using that ported number (“Port-In”). 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(m).

D. 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 an End User (“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 procedure.
3. Business Services (Cont’d)

3.1 Local Interconnection Service (Cont’d.)

3.1.5 911 Capabilities

A. The Company will assist the Customer in the provision of 911 capabilities to its End Users through a third-party service provider and subject to the limitations stated herein.

B. The Customer shall bear responsibility for all costs incurred by the Company in the provision of 911 capabilities to the Customer’s End Users, 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 4 of this tariff.

C. The Customer shall ensure that an End User does not use Local Interconnection Service from a location different from the End User’s address and shall further ensure that telephone numbers are assigned to End Users whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.

D. 911 capabilities may not function, or may not function properly: (a) if a telephone number is assigned to an End User located outside of the ILEC rate center associated with such telephone number; (b) if an End User attempts a 911 call from a location different from the End User’s address provided to the Company by the Customer; (c) during a disruption of power at the End User location; (d) during a loss of connectivity to the End User location due to network outages or other degradations of service, whether in the Company’s network or an interconnecting network; (e) during any period where service to an End User has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (f) if incorrect or invalid End User address information is provided, or if such information is not updated in the event of a change in primary location; or (g) if equipment provided to or used by the End User fails to function or is improperly installed or configured.
3. Business Services (Cont’d)

3.1 Local Interconnection Service (Cont’d.)

3.1.5 911 Capabilities, (Cont’d.)

E. 911 capabilities 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.

F. The Customer’s agreements with End Users shall contain the following: (i) an explanation of the limitations on the functionality of 911 capabilities noted herein, 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 capabilities to function properly for the reasons set forth in this Section.

G. Limitation of Liability - See Sections 2.1.3 of this Tariff.

3.1.6 Directory Listings

A. The Company will assist the Customer in the provision of directory listings to its End Users through third-party providers.

B. The Customer shall bear responsibility for all costs incurred by the Company in the provision of directory listing services to the Customer’s End Users, 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 4 of this tariff.

C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories by such any third-party service provider, or in accepting listings as presented by the Customer on behalf of any such third-party service provider.
3. Business Services (Cont’d)

3.1 Local Interconnection Service (Cont’d.)
3.1.7 Local Interconnection Service Rates

A. Non-Recurring 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.

B. Recurring Charges
   1. Local Interconnection Port
      Per T-1 equivalent: $1,500.00
   2. Local Interconnection Line Rate
      Per residential End User per month: ICB
      Per commercial End User per month: ICB
3. Business Services (Cont’d)

3.2 High Capacity Transmission Services

The following services are offered where technically and operationally feasible.

A. General Description of Service

High Capacity Transmission Services provides a point-to-point, point-to multipoint and multipoint-to-multipoint dedicated connection between one or more customer-defined locations and/or the Company. The service, which may utilize Ethernet interfaces, optical fiber and/or coaxial cable facilities, is scalable from 1 Mbps to 100 Gbps and will be designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. All requesting Customers shall have non-discriminatory access to ICB Services and facilities at non-discriminatory rates, terms and conditions.