

**CHARTER FIBERLINK  
SC-CCO, LLC**

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February 15, 2013

**FILED ELECTRONICALLY**

Mr. Charles Terreni, Chief Clerk  
Public Service Commission of South Carolina  
Synergy Business Park  
101 Executive Center Drive  
Columbia, South Carolina 29210

RE: Charter Fiberlink SC-CCO, LLC Revised Tariff Filing

Dear Mr. Terreni:

Attached please find electronic tariff revisions filed to Charter Fiberlink SC-CCO, LLC's ("Charter") Tariff(s) No. 5. The following tariff pages listed below carry an effective date of March 1, 2013

9 <sup>th</sup> Revised Check Sheet Page 2	1 <sup>st</sup> Revised Page 1 (TOC)
1 <sup>st</sup> Revised Page 2 (TOC)	2 <sup>nd</sup> Revised Page 8
2 <sup>nd</sup> Revised Page 9	1 <sup>st</sup> Revised Page 10
1 <sup>st</sup> Revised Page 12	1 <sup>st</sup> Revised Page 13
1 <sup>st</sup> Revised Page 14	1 <sup>st</sup> Revised Page 15
1 <sup>st</sup> Revised Page 16	1 <sup>st</sup> Revised Page 17
1 <sup>st</sup> Revised Page 18	1 <sup>st</sup> Revised Page 19
1 <sup>st</sup> Revised Page 20	1 <sup>st</sup> Revised Page 21
1 <sup>st</sup> Revised Page 22	Original Page 22.1
1 <sup>st</sup> Revised Page 23	1 <sup>st</sup> Revised Page 28
1 <sup>st</sup> Revised Page 29	1 <sup>st</sup> Revised Page 30
1 <sup>st</sup> Revised Page 31	1 <sup>st</sup> Revised Page 32

In this filing, Charter is updating terms and conditions within this tariff.

Questions regarding this filing may be directed to Betty Sanders at 314 288-3259 or to Larry Bowman at 314 543-2855.

Sincerely,



Betty Sanders

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**Regulations, Rates and Charges applying to the provision of Intrastate Access Services  
within the serving areas of Charter Fiberlink SC-CCO, 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 pages(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

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Check Sheet 2	9 <sup>th</sup> Revised*	33	1 <sup>st</sup> Revised
Table of Contents 1	1 <sup>st</sup> Revised*	34	Original
Table of Contents 2	1 <sup>st</sup> Revised*	35	1 <sup>st</sup> Revised
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4	Original	39	Original
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6	1 <sup>st</sup> Revised	41	Original
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10	1 <sup>st</sup> Revised*	45	6 <sup>th</sup> Revised
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17	1 <sup>st</sup> Revised*		
18	1 <sup>st</sup> Revised*		
19	1 <sup>st</sup> Revised*		
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21	1 <sup>st</sup> Revised*		
22	1 <sup>st</sup> Revised*		
22.1	Original*		
23	1 <sup>st</sup> Revised*		
24	Original		
25	Original		
26	Original		
27	Original		
28	1 <sup>st</sup> Revised*		
29	1 <sup>st</sup> Revised*		
30	1 <sup>st</sup> Revised*		
31	1 <sup>st</sup> Revised*		

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**Charter Fiberlink SC-CCO, LLC**

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Effective Date: March 1, 2013

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**4. Provisioning of Service**

**4.1. Description of Switched Intrastate Access**

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**4.1.1. General**

Intrastate Switched Access Service provides an IXC access to the Telephone Company's Network for purposes of origination or termination of intrastate calls carried by the IXC. Intrastate Access provides for the ability to originate calls from an End User's premises to the Customer's Point of Presence and to terminate calls from the Customer's Point of Presence to an End User's Premises. Currently, the Telephone Company will only provide Switched Access Service via trunking arrangements between the Telephone Company's switch and the Access Tandem of the Incumbent Local Exchange Carrier (ILEC).

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**4.1.2. Types of Switched Access Offered**

The Telephone Company's Switched Access is provided via Feature Group D (FGD). FGD is defined as a trunk-side connection to the Telephone Company's network. The use of a line side connection is not offered through this Tariff.

Feature Groups are arranged for originating, terminating, or two-way calling, based on the end office switching capacity ordered. Originating calling permits the delivery of calls from the Telephone Company's exchange service locations to the Customer's premises.

Terminating calling permits the delivery of calls from the Customer's Point of Presence (POP) to Telephone Company's exchange service locations. Two-Way calling permits the delivery of calls in both directions, but not simultaneously.

Switched Access will be provided as Feature Group D Service to Company end offices routed via the ILEC's access tandem to Company's switch.

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**4.1.3. Jurisdictional Determination**

Where necessary to do so, for purposes of determining the jurisdiction of Switched Access traffic, once the Switched Access service is activated, the following criteria will apply:

- (A) For originating FGD Switched Access services, where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction. For originating FGD usage where the jurisdiction cannot be determined from the call detail, the Customer will provide an interstate percentage (PIU Factor) of originating FGD minutes as outlined below in (E). (C)
- (B) For terminating FGD Switched Access services, where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction. For terminating FGD usage where the jurisdiction cannot be determined from the call detail, the Customer will provide an interstate percentage (PIU Factor) of terminating FGD minutes, as outlined below in (E). (C)
- (C) For FGB Terminating Switched Access Service, the Customer will provide an interstate percentage (PIU Factor) of FGB terminating minutes. Pursuant to Federal Communications Commission Order FCC 85-115 (adopted April 16, 1985), when the Customer does not have sufficient data to determine jurisdiction, the percent interstate usage is to be developed as though every call that enters the Customer's network at a point within the same state as that in which the called station is situated (as designated by the called station number) is an intrastate communications. Every call for which the point of entry is in a state other than that where the called station is situated (as designated by the called station number) is an interstate communication. (M)

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**4.1.3. Jurisdictional Determination (Cont'd)**

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- (D) For originating 800 Number Portability Access Service, the Customer will provide an interstate percentage (PIU Factor) of originating 800 minutes, as outlined below in (E).
- (E) For Customer provision of jurisdictional information, the following requirements apply:
  1. The Customer will provide quarterly reports indicating the percent of total Telephone Company provided Switched Access usage that is interstate and intrastate. The reports may aggregate usage at a statewide, LATA, BAN or end office level.
  2. The reports will be based on the calendar year and will be due within fifteen days after the end of the quarter beginning with the completion of the first full quarter of service.
  3. The Customer will maintain records of call detail from which the jurisdictional determination is made. For verification purposes the Telephone Company may request that these records be made available for inspection and audit on not more than an annual basis. Such audit may be conducted by independent auditors if the Telephone Company and the Customer, or the Customer alone, is willing to pay the expense. The quarterly reports will be used as the basis for prorating charges to the interstate and intrastate jurisdictions for the next three month's billing and will be effective on the first day of the next monthly billing period which begins at least 15 business days after the day on which the Customer reports the revised jurisdictional information to the Telephone Company
  4. In the event the Customer fails to provide a report for one or more quarters, the Telephone Company will use the most recently provided quarterly report for subsequent bills until the Customer provides an updated report.
  5. In those situations where a PIU has not been provided with a quarterly update and is therefore not available, a PIU of 50% (fifty percent) will be applied.
  6. No revisions to bills preceding the effective date of the revised jurisdictional information will be made based on this report.

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**4.2. Regulations**

**4.2.1. Changes and Substitutions**

Except as required otherwise under state or federal rule, the Telephone Company may, where such action is reasonably required in the operations of its business, substitute, change, or rearrange any equipment, facilities or systems used in providing Service under this Tariff, change minimum network protection criteria, change operating or maintenance characteristics of facilities, or change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the facility parameters will be within generally accepted standards. The Telephone Company shall not be responsible if any such substitution, change or

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- (B) The service(s) preempted have a lower or do not contain NSEP assigned priority levels.
- (C) A reasonable effort is made to notify the preempted service customer of the action to be taken.
- (D) A credit allowance for any preempted service shall be made in accordance with the provisions in this Tariff.

**4.2.4. Interference or Impairment**

The characteristics and methods of operations of any circuits, facilities or equipment provided by other than the Telephone Company shall not interfere with or impair service over any facilities of the Telephone Company, its connecting and concurring carriers, or other telephone companies involved in its services, cause damage to their equipment, impair the privacy of any communications carried over their facilities or create hazards to their employees or to the public.

Except as specifically required in the FCC Rules and Regulations in regarding provision of equipment, if such characteristics or methods of operation are not in accordance with the above, the Telephone Company will, where practicable, notify the Customer, as appropriate, that temporary discontinuance of Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the Service if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, allowance for interruption of Service as in this Tariff is not applicable.

**4.2.5. Unlawful Use of Service**

The Service is furnished subject to the condition that they will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent Jurisdiction, advises in writing that such Service is being used in violation of law. The Telephone Company may refuse to furnish Service when it has reasonable grounds to believe that such access will be used in violation of law.

**4.2.6. Ownership of Equipment, Facilities and Systems**

Title to all equipment, facilities and systems provided in accordance with this Tariff for provision of Service to the Customer remains with the Telephone Company or third party vendor providing facilities, if any, on behalf of the Telephone Company.

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**4.3. Obligations of the Telephone Company**

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**4.3.1. Scope**

The Company undertakes to provide and is only responsible for the Services offered in this Rate Schedule on the terms and conditions and at the rates and charges specified herein. The Customer shall be fully responsible for the payment of any bills for such Services and the resolution of any disputes or discrepancies with the Company. The Company is not responsible to any entity or its respective Customers for any service provided by that entity or to any entity that purchases access to the Company Network or use any of the Company's facilities or Services in order to originate or terminate its own services or to communicate with its own Customers. The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications between patrons. If because of transmission difficulties the operator, in order to accommodate an End User, 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 End Users because of such errors.

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**4.3.2. Installation/Termination of Equipment, Facilities and Systems**

Services provided under this Tariff will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a customer designated location, and will be installed by the Telephone Company to such point of termination.

The Telephone Company, to the extent that such facilities are or can be made available with reasonable effort, and after provisions have been made for the Telephone Company's local service, will provide to the Customer, upon reasonable notice, facilities offered in other applicable sections of this Tariff at rates and charges specified therein.

Service provided to a Customer under this Tariff must be connected to tandem access facilities of another telephone company in the joint provision of interstate access.

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Telephone Company and the channels, facilities or equipment of others may be provided at the Customer's expense.

Access Services may be connected to the Services of other Carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other Carriers that are applicable to such conditions.

**4.3.3. Maintenance of Equipment, Facilities and Systems**

The Telephone Company shall maintain Telephone Company's equipment, facilities or systems utilized to provide Service under this Tariff. The Customer or others may not rearrange, move disconnect, remove or attempt to repair any systems provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

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#### 4.3.4. Shortage of Equipment, Facilities or Systems

The Telephone Company shall maintain Telephone Company's equipment, facilities or systems utilized to provide Service under this Tariff. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any systems provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

Service is offered subject to the availability of facilities, equipment, or systems and the Telephone Company's ability to fulfill the request for Service under the provisions of this Tariff. The Telephone Company reserves the right, without incurring liability, to refuse to provide or to limit Service to or from any location where the necessary facilities, equipment, systems, interconnection arrangements, billing arrangements, and/or switch software are not available.

#### 4.3.5. Notification of Service-Affecting Activities

Where possible, the Telephone Company, at its sole discretion, may provide the Customer reasonable notification of Service affecting activities that may occur in the normal operation of its business.

#### 4.3.6. Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Telephone Company, the Telephone Company, by giving prior written notice to the Customer, may discontinue or suspend Service without incurring any liability.
- B. 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 Telephone Company may immediately discontinue or suspend Service without incurring any liability.
- C. Reserved for Future Use.
- D. Upon condemnation of material portion of the facilities used by the Telephone Company to provide Service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Telephone Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the Services to be provided or any violation of an applicable law or regulation, the Telephone Company may immediately discontinue Service without incurring any liability.
- F. In the event the Telephone Company incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Telephone Company, the Customer will be liable to the Telephone Company for the payment of all such fees and expenses reasonably incurred.

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**4.3.6. Refusal and Discontinuance of Service (Cont'd)**

- G. If a Customer whose account has been closed has a credit balance showing, the Telephone Company will transfer the credit to another account of the Customer, or will mail a check for the balance to the Customer if it believes it has a valid address. If the Telephone Company is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the Customer's last known address, asking the Customer to verify the address so that the Telephone Company can make a refund, or it will write to the Customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no response is received within 30 days of mailing, the Telephone Company will begin applying a closed account maintenance charge of 20% of the balance per month in the second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the Customer requests a refund or the balance is exhausted.
- H. Upon the Telephone Company's discontinuance of Service to the Customer, the Telephone Company, in addition to all other remedies that may be available to the Telephone 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 such Services would have otherwise been provided to the Customer to be immediately due and payable.
- I. When more than one company provides Access Service, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Local Exchange Carrier affected by the nonpayment is incapable of effective discontinuance of Service without cooperation from the other joint providers of Switched Access Service, such other carriers will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within or transiting the operating territory of the Local Exchange Carrier initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable Tariff provisions, the tariff regulations of the carrier whose Local Switching Center serves the Customer shall apply for joint service discontinuance.
- J. In its sole discretion, the Telephone Company may discontinue the furnishings of any and/or all Service(s) to a Customer, without incurring any liability.

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**4.3.6. Refusal and Discontinuance of Service (Cont'd)**

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K. Immediately and without notice, if the Telephone Company deems that such action is necessary to prevent, to protect against fraud, or to otherwise protect its personnel, agents, facilities or Services. The Telephone Company may discontinue Service pursuant to this sub-section if:

1. The Customer refuses to furnish information to the Telephone Company regarding the Customer's creditworthiness, its past or current use of Carrier telecommunications Services or its planned use of Telephone Company service(s); or
2. The Customer provides false information to the Telephone Company regarding the Customer's identity, address, creditworthiness, past or current use of Carrier telecommunications Services, or its planned use of the Telephone Company's Service(s) under the Tariff; or
3. The Customer states that it will not comply with a request of the Telephone Company for Advance Payment or Deposit; or
4. The Customer has been given written notice by the Telephone Company of any past due amount (which remains unpaid in whole or in part) for any of the Telephone Company's other Carrier telecommunications Services provided under the Tariff, to which the Customer either subscribes or had subscribed or used; or
5. The Customer uses Services to transmit a message, locate a person or otherwise give or obtain information without payment for the Service; or
6. The Customer uses, or attempts to use, Service with the intent to avoid the payment either in whole or in part, of the Tariffed charges for the Service by:
  - a) Using or attempting to use Service by rearranging, tampering with, or making connections to the Telephone Company's Service not authorized by this Tariff; or
  - b) Using tricks, schemes, false or invalid numbers, false credit devices, or electronic devices; or
  - c) Any other fraudulent means or devices.

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L. Immediately upon written notice to the Customer of any sum not paid 30 days from the Payment Due Date; or

M. Seven days after sending the Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within that 7-day period. The discontinuance of Services(s) by the Telephone Company pursuant to this section does not relieve the Customer of any obligation to pay the Telephone Company for bills due and owing for Service(s) furnished up to the time of discontinuance.

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If a Service is disconnected by the Telephone Company in accordance with the provisions of this Tariff and later restored, restoration of Service will be subject to: all applicable installation charges. In addition, in order to have Service restored, the Customer must have:

1. Have an outstanding Balance Due to the Telephone Company
2. Responsible for all installation charges associated with restoral of service, and
3. Provide Customer with an Advance Payment, if requested.

**4.4. Limitation of Liability**

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(A) Except as caused by its willful misconduct or negligence, the liability of the Telephone Company, its officers, directors, employees, agents, vendors and suppliers, 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 End User, or by any other person in connection with the installation, provision, failure, termination, maintenance, repair or restoration of Service will in no event exceed the lesser of \$500 or, in the event of failure of Service, the extension of allowances for interruption as set forth in this Rate Schedule.

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(B) Except as caused by its willful misconduct or negligence, the liability of the Telephone Company, its officers, directors, employees, agents, vendors and suppliers, for defacement of or damages to the Premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services, and including without limitation the installation or removal of any Facilities, equipment or wiring associated therewith, will in no event exceed the lesser of \$500 or, in the event of failure of Service, the extension of allowances for interruption as set forth in this Rate Schedule. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on End Users' Premises to the Services, and no third party engaged in such activity is to be deemed to be an agent or employee of the Telephone Company.

(C) To the extent permitted by any applicable law, the Telephone Company's liability for negligence will also be limited to the amounts described in, respectively, sections 4.4.A and 4.4.B hereof.

(D) To the extent permitted by any applicable law, the Telephone Company's liability for gross negligence will also be limited to the amounts described in, respectively, sections 4.4.A and 4.4.B hereof.

(E) In no event will the Telephone Company be liable for loss of profits (even if the Telephone 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. 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.

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Charter Fiberlink SC-CCO, LLC**

Issue Date: February 15, 2013

Effective Date: March 1, 2013

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- (F) Any action or claim against the Telephone Company arising from any of its alleged acts or omissions in connection with this Rate Schedule or the Contract or 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. No action or proceeding against the Telephone Company shall be commenced more than two (2) years after the Service is rendered.
- (G) The liability of the Telephone Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed. The Telephone Company will provide interest on Customer overpayments that are not refunded within 30 days of the date the Telephone Company receives the overpayment.

**4.4.1. Disclaimer**

The Telephone Company will have no liability whatsoever to Customer, its End 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 Customer or End User in connection with this Rate Schedule or with the Services, (iii) any failure of Customer-or End User-provided terminal equipment or communications systems, or (iv) any other act or omission of any Other Provider, End User or third party related to the use or provision of Services hereunder.

When the Facilities of other Carriers are used in establishing connections to points not reached by the Telephone Company's Facilities, the Telephone Company is not liable for any act or omission of the other Carrier(s). The Customer will indemnify and save harmless the Telephone Company from any third-party claims for any such damages.

**THE TELEPHONE 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.**

**4.4.2. Force Majeure**

The Telephone 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 Telephone Company) of any Other Provider's facilities or services, or any regulation or other directive, action or request of any governmental authority.

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12405 Powerscourt Drive, St. Louis, MO 63131  
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Issue Date: February 15, 2013

Effective Date: March 1, 2013

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#### 4.4. Limitation of Liability (Cont'd)

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##### 4.4.3. 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 in the sole discretion of the Telephone Company.

##### 4.4.4. Indemnification

Subject to the limitations of liability set forth in Section 4.4 hereof, the Telephone 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 Telephone 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.

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#### 4.5. Obligations of the Customer

##### 4.5.1. General

The Customer shall be responsible for:

- A. Payment of all applicable Charges and Fees pursuant to this Tariff; and
- B. Reimbursing the Telephone Company for damage to, or loss of, the Telephone Company's facilities or Equipment caused by the acts or omissions of the Customer, or its Authorized User or End User; but the noncompliance by the Customer with these regulations; or by fire, theft or other casualty on the Customer's or End User's Premises; and

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Charter Fiberlink SC-CCO, LLC

Issue Date: February 15, 2013

Effective Date: March 1, 2013

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**4.5. Obligations of the Customer (Cont'd)**

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**4.5.1. General (Cont')**

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- C. Providing at reasonable charge, as specified from time to time by the Telephone Company, any needed personnel, equipment, space and power to operate Telephone Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises; and
- D. Obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide Access Service to the Customer or End User from the Premises entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Telephone Company facilities, shall be borne entirely by, or may be charged by the Telephone Company to, the Customer. The Telephone Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order; and
- E. Ensuring that its equipment and/or system or that of its agent or End User is properly interfaced with the Telephone Company's Service; that the signals emitted into the Telephone Company's Network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer or End User and in compliance with the criteria set forth in this Tariff; and that the signals do not damage Telephone Company equipment, injure its personnel or degrade Service to other Customers or End Users. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting harm to Telephone Company equipment, personnel, or the quality of Service to other Customers, the Telephone Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Telephone Company may, upon written notice, terminate the Customer's Service without liability; and
- F. Providing a safe place to work, complying with all laws and regulations regarding the working conditions on the Premises at which Telephone Company employees and agents will be installing or maintaining the Telephone Company's facilities and equipment. The Customer may be required to install and maintain the Telephone Company's facilities and equipment within a hazardous area if, in the Telephone Company's opinion, injury or damage to the Telephone Company's or third party vendor's employees or property might result from installation or maintenance by the Telephone Company or third party vendor. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work; and

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**4.5. Obligations of the Customer (Cont'd)**

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**4.5.1. General (Cont'd)**

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- G. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Telephone Company's facilities and equipment in any Customer Premises or the rights-of-way for which the Customer is responsible; and granting or obtaining permission for Telephone Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon Termination of Service as stated herein, removing the facilities or equipment; and
- H. Not creating or allowing to be placed or maintained any liens or other encumbrances on the Telephone Company's equipment or facilities leased by the Customer from the Telephone Company; and
- I. Making the Telephone Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Telephone Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes; and
- J. Promptly notifying the Telephone Company in writing of any allegation, claim, loss, damage, liability, defect, cost or expense for which the Telephone Company may be responsible and cooperating in every reasonable way to facilitate defense or settlement of such allegation, claim, loss, damage, liability, defect, cost or expense.

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**4.5.2. Notices and Communications**

The Customer will designate on the Service order an address to which the Telephone Company will mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Telephone Company's bills for Service will be mailed.

The Telephone Company will designate on the Service Order an address to which the Customer will mail or deliver all notices and other communications, except that the Telephone Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.

All notices or other communications required pursuant to this Tariff, will be in writing unless otherwise provided.

The Telephone Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**4.5.3. Claims**

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- (A) The Customer shall indemnify, defend and hold harmless the Telephone Company as set forth in this Tariff.
- (B) The Customer shall not assert any claim against any other Customer or End User of the Telephone Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Telephone Company.

**4.5.4. Transfer and Assignments**

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The Customer may not assign or transfer its rights or duties in connection with the Services provided by the Telephone Company without the written consent of the Telephone Company and payment of the applicable charges.

**4.5.5. Inspections**

Upon reasonable notification to the Customer, and at a reasonable time, the Telephone Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operations, and maintenance of Customer provided facilities and equipment connected to Telephone Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

**4.5.6. Temporary Surrender of Service**

In certain instances, the Customer may be requested to surrender Service for purposes other than maintenance, testing or activity relating to an Access Service Request. If the Customer consents, or in the instance of preemption under NSEP Treatment as set forth in this Tariff, a credit allowance will be granted. The credit allowance will be determined in accordance with this Tariff.

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It is the obligation of the Customer to notify the Telephone Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control, and is not in wiring or equipment connected to the terminal of the Telephone Company.

A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive because of a failure of a component furnished by the Telephone Company under this Tariff.

If the Customer reports to the Telephone Company that a Service, facility or circuit is inoperative but declines to release it for testing and repair, or refuses access to the customer premises for test and repair by the Telephone Company or an agent of the Telephone Company, the Service, facility or circuit is considered to be impaired, but not interrupted. No credit allowance will be made for a Service, facility or circuit considered by the Telephone Company to be impaired.

The Customer will be responsible for the payment of service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Telephone Company, including, but not limited, to the Customer.

A credit allowance will not be extended for repair of Telephone Company owned facilities.

**4.5.8. Indemnification by Customer**

Customer shall defend, indemnify and hold the Telephone Company (together with its officers, directors, employees, agents, vendors and suppliers) 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 Users' use of the Services;
- (B) any loss, damage, or destruction of any property or any personal injury (including death) not due to the Telephone 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 Telephone 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;
- (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.

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

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**5. Switched Access Service Ordering**

**5.1. General**

This Section sets forth the rules and regulations related to ordering Service, as defined in this Tariff.

**5.2. Ordering Conditions**

All Services offered under this Tariff will be ordered using an Access Service Request (ASR), or a Constructive Order for service unless otherwise specified herein. The format and terms of the ASR will be specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of Services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

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The Customer shall provide all information necessary for the Telephone Company to provide and bill for the requested Service. When placing an order for Access Service, the Customer shall provide the following minimum information:

1. Customer name and Premise(s) address(es);
2. Billing name and address (when different from Customer name and address); and,
3. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Telephone Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Date, at the time the Telephone Company gives the Customer an Order Confirmation Date.

**5.3. Access Service Requests (ASR)**

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services being requested. When placing an order, the Customer shall provide all standard ASR ordering

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**6. Application of Charges, Payments and Credits**

**6.1. General**

This Section sets forth the types of deposits, rates and charges that are defined in this Tariff for provisioning Switched Access Service.

**6.2. Deposits**

The Telephone Company may require a Customer, to make a deposit prior to or at any time after the provision of Service to the Customer to protect against uncollectible accounts. No such deposit will be required of a Customer which is a successor of a company which has established credit and has no history of late payments to the Company.

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A deposit may not exceed the actual or estimated rates and charges for the Service for a three-month period. The payment of a deposit does not relieve the Customer from complying with the Telephone Company's regulations as to the prompt payment of bills.

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After the Customer has established a one-year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the Service to the Customer. If, prior to accumulating a one-year prompt payment record and the provision of Service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance that may remain will be refunded.

In case of a cash deposit, for the period the deposit is held by the Telephone Company, the Customer will receive simple annual interest at the percentage rate specified in the Telephone Company's Local Exchange Service Tariff.

The Telephone Company will pay interest on cash deposits held longer than ninety (90) days at the percentage rate specified according to state regulations, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to affect a refund.

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At the option of the Customer making a security deposit, the Telephone Company shall annually make either direct payment to the Customer of all accrued interest, or shall credit same to the Customer's account. Customer deposits may be refunded by the Telephone Company at any time.

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**6.3. Advance Payments**

To safeguard its interests, the Telephone Company may also require a Customer to make an Advance Payment before Services are provisioned to the Customer. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and three months' charges for the Service to be provided. In addition, where Special Construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charge and/or Labor Charges for the Special Construction and any estimated Recurring Charges for a period to be set between the Telephone Company and the Customer. The Advance Payment will be credited to the Customer's first bill.

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**6.3. Advance Payments (Cont'd)**

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An Advance Payment may be required in addition to a Deposit. The Advance Payment is due ten (10) business days following the date the Telephone Company confirms acceptance of the order, or on the application date, whichever is later. If the Advance Payment is not received by such payment date, the order may be cancelled. If a Customer cancels an order for Service, the order will be withdrawn. Any Advance Payment made will not be credited or refunded.

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**6.4. Payment of Charges**

(A) The Telephone Company shall bill for all charges incurred, applicable taxes, and credits due the Customer for Service. Access bills will conform to current industry guidelines as established by the Ordering and Billing Forum (OBF) in the CABS – BOS Output Specifications and will be updated in a timely manner as these guidelines change.

(B) Customer will receive their bills in paper format unless otherwise specified. Additional charges apply for bills requested in non-paper format. Alternate bill media formats available are:

1. Magnetic tape;
2. FTP file; or
3. Cartridge

(C) Reserved for Future Use.

(C)

(D) All bills to the Customer are due (Payment Due Date) 30 days after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval. In the event the Customer does not remit payment in immediately available funds by the payment date, Service may be discontinued as specified in this Tariff.

(E) If the entire amount billed is not received by the Telephone Company in immediately available funds by the Payment Due Date, an additional Late Payment Charge as described later in this Tariff may apply.

(F) If such payment date would cause payment to be due on a Saturday, Sunday or Holiday payment for such bills will be due from the Customer as follows;

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(a) If such payment date falls on a Saturday or on a Holiday that is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

(b) If such payment date falls on a Sunday or on a Holiday that is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday.

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**6.4. Payment of Charges (Cont'd)**

- (G) If the Telephone Company becomes concerned at any time about the ability of a Customer to pay its bills, the Telephone Company may require that the Customer pay its bills within a specified number of days less than 25 days after the date of the invoice and make such payments in cash or the equivalent of cash.
- (H) Adjustments for Service discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a 30-day month. The Telephone Company will, upon request, and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- (I) In the event the Telephone Company incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Telephone Company, the Customer will be liable to the Telephone Company for the payment of all such fees and expenses reasonably incurred.

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**6.5. Minimum Period**

The minimum period Access Service is provided and charges are applicable for is one month. For discontinuances of Service, all applicable charges for the one-month period will apply. All applicable Non-Recurring Charges for the Service will be billed in addition to the Minimum Period Charge.

**6.6. Disputes**

If a customer disputes any portion of the charges and withholds payment of such disputed amounts, the customer must notify the Company in writing by the due date of the disputed bill, identifying the amount, reason and rationale of such dispute. At a minimum, the customer must pay all undisputed amounts due by the due date. The failure to submit a written dispute by the due date will not preclude the customer from thereafter submitting a dispute or seeking a billing adjustment for any charges which have been paid.

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The Telephone Company will assess or credit late payment charges on disputed amounts to the Customer as follows:

1. If resolved in favor of the Telephone Company and the Customer has paid the disputed amount on or before the payment due date, no late payment charges will apply.
2. If resolved in favor of the Telephone Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment charge as specified in this Tariff.
3. If resolved in favor of the Customer and the Customer has withheld the disputed amount, the Customer shall be credited for each month or portion thereof that the late payment charge may have been applied. In the event the Customer has paid the late payment charge, a credit will be granted to the Customer for the late payment charge paid on disputed amount.

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If the Telephone Company does not receive the entire amount billed, exclusive of any amount disputed by the Customer, within 30 days after the bill date in funds that are immediately available to the Telephone Company, then a late payment charge will apply to the unpaid balance. The late payment charge will be:

1 and ½% (.015) per month and applied for each month of portion thereof that an outstanding balance remains.

If the undisputed amount of an invoice should remain unpaid more than 30 days past its payment due date, the Telephone Company shall have the right, in its sole discretion, to take any or all of the actions set forth in this Tariff with regard to refusal and discontinuance of service and collections pursuant of charges outstanding.

(C)

In the event that a billing dispute is resolved in favor of the Customer, no late payment charge will apply to the disputed amount and the Customer will receive a credit equal to any overcharged amount. The late payment charge shall be applicable to all amounts resolved in favor of the party owed.

Late Payment Charges applicable to End User ordering of Access are as provided for in the Telephone Company's Local Exchange service Tariff.

**6.8. Special Construction Charges**

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Subject to the agreement of the Telephone Company and to all of the regulations contained in this Tariff, Special Construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special Construction is that construction undertaken and characterized by one or more of the following:

1. Where facilities are not presently available and there is not other requirement for the facilities so constructed; or are of a type other than that which the Telephone Company would normally utilize in the furnishing to the Services; or
2. Where facilities are to be installed over a route other than that which the Telephone Company would normally utilize in the furnishing of its Services; or
3. Where facilities are requested in a quantity greater than that which the Telephone Company would normally construct; or
4. Where installation is to be on an expedited basis; or on a temporary basis until permanent facilities are available; or installation involving abnormal costs; or in advance of its normal construction schedules.

Where the Telephone Company furnishes a Service on a Special Construction basis, charges will be based on the costs incurred and may include:

1. Non-recurring type charges;
2. Recurring type charges;
3. Termination liabilities; or
4. Combinations thereof

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**6.8 Special Construction Charges (Cont'd)**

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The agreement for Special Construction will ordinarily include a minimum Service commitment based upon the estimated Service life of the facilities provided.

If any additional access rate elements that are billable become allowable with the Special Construction (i.e., direct trunk connection into the Telephone Company's Switch), and are not currently in Telephone Company's Tariff, they will be incorporated into the Tariff and approved by the appropriate regulatory body prior to the Special Construction being provided to the Customer. Other charges relating to the Special Construction will be negotiated and agreed to between the Customer and Telephone Company on an Individual Case Basis (ICB).

**6.9. Non Sufficient Fund Charge**

(N)

When a payment (i.e. check, credit card) has been presented to the Telephone Company by a Customer in payment for charges, including Deposits and Advance Payments, and is returned or denied by a financial institution which refuse to honor it for insufficient funds or a closed or non-existent account, the Company will assess a fee for returned checks which will not exceed the allowable amount in SC Code Section 34-11-70.

(N)

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Issue Date: February 15, 2013

Effective Date: March 1, 2013