Check Sheet: 5th Revised Check Sheet: Replaces 4th Revised

CHECK SHEET

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1.9 Local Exchange Service-Business

1.9.2 Rights of the Telephone Company (Cont'd)

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

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

If termination is due to noncompliance by the Customer, Customer may be assessed a Termination Charge. The Termination Charge may 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.

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

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

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

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

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

(N) | | (N)

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(C)

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1.9 Local Exchange Service-Business

1.9.11 Charter Business Bundle®

The following bundles consist of regulated and non-regulated services (e.g. Charter Business® Video and Charter Business® Internet Plus is not under regulation by the Commission). Regulated services are offered as described in this tariff. The discounts shown are based on actual purchase and continuation of the bundle throughout the specified time period. No feature or product substitutions are allowed.

Services and rates shown listed under Charter Business Bundle® are not eligible to be combined with Charter Business® Voice Trunk Service unless specifically noted nor with Private Line Services (as defined in Section 1.9.14) and Charter Business Fiber Internet.

Charter Business Bundle® 2- regulated service and one non-regulated service

The customer must purchase the regulated service shown and either Charter Business® Video or Charter Business® Internet to qualify for the following rates. Customer's discontinuance of the non-regulated service will result in a conversion to the current "non-discounted" rate.

| | Month to Month | 12 Month or Longer Contract | 24 Month Contract | 36 Month or Longer Contract |
|-------------------------------|-------------------|-----------------------------------|----------------------|-----------------------------------|
| Solution Package | \$14.39 | \$12.59 ¹ | \$11.69 ² | \$10.79 ² |
| Solution Plus Package | \$14.39 | \$12.59 ¹ | \$11.69 ² | \$10.79 ² |
| Select Package | \$ 4.50 | \$4.50 ¹ | \$4.50 ² | \$4.50 ² |
| Basic Package ² | \$ 5.39 | \$ 5.39 | \$ 5.39 | \$ 5.39 |
| Advance Package ² | \$14.39 | \$12.59 | \$11.69 | \$10.79 |
| Complete Package ² | \$24.29 | \$22.49 | \$21.5 9 | \$20.69 |
| | Month to | 12 Month | | |
| | Month | or Longer | | |
| Basic Package ¹ | \$6.29 | \$4.99 | | |
| Advanced Package ¹ | \$14.39 | \$9.99 | | |
| Complete Package ¹ | \$23.39 | \$15.99 | | |
| Basic Package | \$4.99 | | | |
| Advanced Package | \$11.10 | | | |
| Complete Package | \$15.99 | | | |

Conditions

Existing customers who currently subscribe to these rates will be "grandfathered" and allowed to retain these rates until: 1) the service is discontinued and/or moved at the customer's request; 2) non-pay disconnection of telephone service; or 3) Customer is notified by the Telephone Company that the "grandfathered" rates have been discontinued.

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¹ Effective 12/27/12 these rates will be unavailable to customers who don't currently subscribe. See below for conditions.

² As of 4/06/12 these rates will be unavailable to customers who don't currently subscribe. See below for conditions.

(N)

(N)

1.9 Local Exchange Service-Business

1.9.14 Private Line Services

The following services are offered where technically and operationally feasible.

A. Charter Business® Optical Ethernet Services

1. General

Charter Business® Optical Ethernet Services provide transparent optical network connectivity of point-to-point, point-to-multipoint or multi-point to multi-point configurations. The typical topology for Optical Ethernet is a standard fiber build using shared backbone bandwidth. A premium is charged for redundant/diverse access and dedicated backbone bandwidth. Charter Business® Optical Ethernet Services are certified using technical specifications and testing approved by the Metro Ethernet Forum (MEF). The service has an expectation of low Frame Delay, Frame Delay Variation and Frame Loss Ratio.

2. Optical Ethernet Service Types and Descriptions

a. E-Line Services (point-to-point)

<u>Ethernet Private Line</u> (EPL) provides a point-to-point Ethernet transport solution. EPL does not allow for service multiplexing as a dedicated UNI (User Network Interface) is used.

Ethernet Virtual Private Line (EVPL) – EVPL provides a point-to-multipoint (hub and spoke) Ethernet transport solution that allows for service multiplexing (more than one Ethernet Virtual Circuit can be supported at the UNI). The service meets the Metro Ethernet Forum (MEF) specification for an EVPL service and is MEF 9 and MEF 14 certified.

b. E-LAN Services (Multi-point to multi-point)

Ethernet Private Local Area Network (EP-LAN) — E-LAN provides a private metro "LAN" Ethernet network, providing the ability to share bandwidth between multiple Ethernet locations. The service connects a dedicated channel of bandwidth to a single customer that is shared among the customer's locations. These locations may exchange traffic via the shared connection as required. For example, any port could send information to any other port (any-to-any) or multiple ports could send all of their traffic to a single port. EP-LAN does not allow for service multiplexing as a dedicated UNI (User Network Interface) is used.

c. Ethernet Virtual Private LAN (EVP-LAN) – EVP-LAN provides a private metro "LAN"

Ethernet network, providing the ability to share bandwidth between multiple Ethernet locations. The service connects a dedicated channel of bandwidth to a single customer that is shared among the customer's locations. These locations may exchange traffic via the shared connection as required. For example, any port could send information to any other port (any-to-any) or multiple ports could send all of their traffic to a single port. EVP-LAN does not allow for service multiplexing (more than one Ethernet Virtual Circuit can be supported at the UNI).

These services meet the Metro Ethernet Forum (MEF) specification for an E-LAN service and is MEF 9 and MEF 14 certified.

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1.9 Local Exchange Service-Business (Cont'd)

1.9.14 Private Line Services (Cont'd)

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A. Charter Business® Optical Ethernet Services (Cont'd)

2. Optical Ethernet Service Types and Descriptions (Cont'd)

d. Service Features

The Charter Business® Optical Ethernet service offers full duplex connectivity between sites with speeds ranging from 10Mbps up to 10Gbps, scalable in 10Mbps increments. Specific equipment is used at the customer premises to deliver the service. All equipment is MEF compliant.

B. Charter Business® Ethernet

Charter Business Ethernet provides transparent network connectivity of point-to-point, point-to-multipoint or multi-point to multi-point configurations via the Company's hybrid fiber-coax (HFC) network which may provide an HFC only private network solution or may be intermixed with Optical Ethernet endpoints.

C. Charter Business® Optical Transport Service

A secure private connection delivers high-quality fiber-optic service between two or more sites. A private connection delivers transmission speeds ranging from TDM (DS1, DS3) to high-end SONET (OC3, OC12, OC48), and wavelength services.

D. Charter Business® Optical Layer 3 VPN

Optical Layer 3 VPN service provides private IP connectivity between two or more sites within a metropolitan or regional area. The service offers data rates ranging from 10 Mbps to 10 Gbps.

(N)

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1.9 Local Exchange Service-Business (Cont'd)

1.9.14 Private Line Services (Cont'd)

(N)

E. Rates and Charges

| Charter Business® Optical Ethernet Services (Rates and Charges are arranged on Individual Customer Basis) | Monthly | Non-Recurring | |
|--|---------|---------------|-----|
| Ethernet Private Line (EPL) | ICB | ICB | |
| Ethernet Virtual Private Line (EVPL) | ICB | ICB | |
| Ethernet Local Area Network (EP-LAN) | ICB | ICB | |
| Ethernet Local Area Network (EVP-LAN) | ICB | ICB | |
| Charter Business® Ethernet Service (Rates and Charges arranged on Individual Customer Basis) | ICB | ICB | |
| Charter Business® Optical Transport Service (Rates and Charges are arranged on Individual Customer Basis) | ICB | ICB | |
| Charter Business® Optical Layer 3 VPN Services (Rates and Charges are arranged on Individual Customer Basis) | ICB | ICB | (N) |