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Belleville, NJ 07109

Issued: February 5, 1999  
Effective: February 6, 1999

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**COOPERATIVE COMMUNICATIONS, INC.**

REGULATIONS AND SCHEDULE OF CHARGES FOR

RESALE OF

COMPETITIVE INTERSTATE TELECOMMUNICATION SERVICES

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All the pages of this Tariff are effective as of the date shown at the top of the respective page(s).  
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### CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

None

### SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - To signify change in regulation
- D - To signify deleted or discontinued material
- I - To signify change resulting in an increase to a Customer's bill
- M - To signify material moved from another tariff location
- N - To signify new material
- R - To signify change resulting in a reduction to a Customer's bill
- S - To signify matter appearing elsewhere or repeated for clarification
- T - To signify change in text but no change to rate or charge
- Z - To signify a correction

## TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 Cancels the 3rd Revised Page 14.

C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1 (A)
- 2.1.1 (A).1
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D. Check Page - When a filing is made with the Commission, an updated Check Page accompanies the filing. The Check Page lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

**Access Coordination:** Access Coordination provides for the design, ordering, installation coordination, pre-service testing, service turn-up and maintenance ongoing coordination of testing and trouble resolution on all Company-provided local access channels. In the case of Customer-provided local access channels, it provides for the maintenance, ongoing coordination of testing, and trouble resolution for the local access channels.

**Access Line:** An Access Line is a transmission line from either the LEC's, CLEC's, the DUC's, or Company's Point-of-Presence (POP) to the Customer's Premise(s) used to transmit voice and data Calls.

**Account Code:** An Account Code is a code consisting of two or more digits which is available to Customers to identify individual users and thereby allocate the cost of long distance Service.

**Administrative Change:** Administrative Change is the modification of an existing circuit, dedicated access line or port, at the request of the Customer, that involves changes to authorization codes, speed numbers, route guide, consolidation of billing, verification of testing performed by parties other than the Company, or any other administrative change not covered by a Billing Record Change.

**Alternate Access:** Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff rates if permitted by applicable governmental rules.

**ANI:** ANI stands for Automatic Number Identification.

**Applicant:** Applicant is any entity or individual who applies for Service under this Tariff.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Application for Service:** The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

**ATU:** ATU stands for Average Total Usage.

**Authorization Code:** An Authorization Code is a code in numbers or letters used to gain access to a Service.

**Authorized User:** An Authorized User is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

**Billing Record Change:** Billing Record Change is a change in Customer billing address.

**Business Customer:** A Business Customer is a Customer whose use of the Services is for a business, professional, institutional, or occupational purpose. Any Business Customer employee who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

**Bit:** Bit stands for binary digit.

**Call:** A Call is a completed connection between the Calling Station and Called Station.

**Called Station:** The Called Station is the station (e.g. telephone number) called, or the terminating point of a Call.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Calling Station:** The Calling Station is the station (e.g. telephone number) from which a Call originates.

**CAP:** CAP is an acronym for Competitive Access Provider, which is any provider of Local Access Service other than the Local Exchange Carrier.

**Central Office Connection (COC):** Central Office Connection connects the Inter-Office Channel (as defined herein) of a Dedicated Leased circuit or connects the access port of a switched channel to the Local Access Channel (as defined herein). Charges for Central Office Connection do not apply to AT&T CCSA/EPSCS switch connections.

**Channel or Circuit:** A Channel or Circuit is a dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

**CLEC:** CLEC stands for Competitive Local Exchange Carrier.

**CNMI:** The term "CNMI" refers to the Commonwealth of Northern Mariana Islands.

**Company:** Company refers to Cooperative Communications, Inc.

**Commission:** Commission refers to the Federal Communications Commission or any succeeding agency.

**Credit Card:** Credit Card refers to Visa<sup>7</sup>, MasterCard<sup>7</sup>, or other Credit Card companies as appropriate.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Customer:** A Customer is the person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group --and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Service after its account(s) are removed from Company's billing system and subsequently continues to use Company's Service, or (2) otherwise uses Service for which no other Customer is obligated to compensate the Company. For Resp Org Service, the Customer is the person, firm, corporation or other entity that selects or is directed to select the Company as the Responsible Organization (Resp Org) for an 800 number. For purposes of SMS Resp Org Changes, the Customer is the person, firm, corporation, or other entity that submits the change request.

**Customer/End User:** The terms "Customer/End User" refer to any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The Customer/End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer or party.

**Customer('s) Premise(s):** Customer('s) Premise(s) locations are designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale Customers. In the case of non-profit sharing groups, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

**DACS:** Digital Access and Cross Connect System (DACS) is a digital switching device for porting and switching T-1 lines and DSO portions of lines among multiple T-1 ports.



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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Dedicated Access:** Dedicated Access is dedicated Local Access between the Customer's Premises or serving wire center and the Point-of-Presence of the DUC or the Company selected by the Company's for origination and/or termination of Calls. This is also referred to special access.

**Diversity:** Diversity is Customer-designated routing which indicates a Customer designated departure from a DUC's, or Company's primary route.

**DSO:** DSO stands for Digital Signal, level zero. DSO is 64,000 bits per second. Twenty-four DSOs equal one DS1 which is T-1 or 1.544 Mbps.

**DS1:** DS1 stands for Digital Signal, Level 1. DS1 is a 1.544 Mbps digital signal carried on a T-1 transmission facility.

**DUC:** DUC is an acronym for Designated Underlying Carrier.

**Employees:** Employees refers to the active and retired employees of the Company and all subsidiaries, affiliates, and any other groups designated by the Company.

**Exemption Certificate:** An Exemption Certification is a written notification provided by the customer certifying that his or her dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting the Company's service with the local exchange network or (b) the facility is associated with a Switched Access Service that is subject to carrier common line charges.

**Extended Area:** The term "Extended Area" refers to Puerto Rico, the United States Virgin Islands, Guam, and the CNMI.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**FX:** FX stands for Foreign Exchange and is a point-to-point Circuit that connects a PBX or single line telephone in one city to a LEC central office in a distant city.

**Hertz:** Hertz is a unit of frequency equal to one cycle per second.

**Installation:** Installation means the connection of a Circuit, Dedicated Access line, or port, for new, changed, or additional Service.

**InterLATA Call:** An interLATA call is any call that originates in one LATA and terminates in a different LATA.

**IntraLATA Call:** An intraLATA call is any call that originates and terminates within the same LATA.

**IOC:** IOC stands for Interoffice Connection.

**Isochronous:** Isochronous refers to data transmission where timing is derived from the signal carrying the data.

**IXC:** IXC stands for Interexchange Carrier.

**Kbps:** Kbps stands for KiloBits Per Second.

**LEC:** LEC stands for Local Exchange Carrier which is the serving telephone company providing local Services to subscribers.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Local Access Channel:** Local Access Channel is the dedicated line that connects the Customer's premises to the Company's POP.

**Local Access:** Local Access is the Service between a Customer's Premises and the designated POP of the DUC or the Company selected by the Company.

**Local Access Provider:** Local Access Provider is the entity providing Local Access.

**Mbps:** Mbps stands for MegaBits Per Second which is a million Bits per second.

**Multiplexing:** Multiplexing, or muxing, is the sequential combining of lower Bit rate Private Line Service onto a higher Bit rate Private Line Service for more efficient facility capacity usage or vice versa.

**NASC:** NASC is the National Administration and Service Center. NASC provides centralized administration of the SMS database of toll free numbers. The NASC keeps track of the toll free numbers that are in use or available for use.

**Nonrecurring Charges:** Nonrecurring Charges are one-time charges.

**NPA:** NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

**NXX:** NXX represents the first three digits of a Customer's telephone number.

**PBX:** PBX stands for Private Branch Exchange.

**PIC:** PIC stands for Primary IXC.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**PIN:** PIN stands for Personal Identification Number (PIN) and is a numerical code one or more of which may be assigned to a Customer for access and use of Service. The PIN enables the Company to identify the end user originating Service for security and for billing purposes. PINs are the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular PIN.

**POP:** POP is an acronym for Point-of-Presence. A POP may be (a) the central office of the DUC; (b) a location where the LEC or CAP hands off the traffic of the Company's Customers to the DUC or the Company; or (c) the location where the Customer's facility interconnects with the DUC or the Company.

**POTS:** POTS stands for Plain Old Telephone Service Number. The telephone number associated with basic telephone lines access to the public switched network.

**Private Line:** A Private Line is a dedicated transmission channel furnished to a Customer without intermediate switching arrangements for full-time Customer use.

**Private Line Service:** Private Line Service is the furnishing of a Private Line utilizing Dedicated Access arrangements.

**Rate Center:** A Rate Center is a specified geographical location used for determining mileage measurements.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Residential Customer:** A Residential Customer is a Customer who subscribes to a Service for a non-business, non-trade, non-occupational, or non-professional purpose.

**Resp Org:** A Resp Org is the entity responsible for managing and administering a Toll Free Service subscriber's records in the Toll Free Service Management System (SMS). The SMS recognizes one Resp Org for each Toll Free Number.

**Restore:** Restore means to make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the DUC(s) involved.

**Route Diversity:** Route Diversity is providing two channels which are furnished partially or entirely over two physically separate routes.

**RP:** RP stands for rate plan.

**Service:** Service consists of any telecommunications Service provided by the Company pursuant to this Tariff.

**Service Commitment Period:** The Service Commitment Period is the period selected by the Customer, agreed to by the Company, and stated on the relevant Application for Service during which the Company will provide and Customer will accept and pay for the Service described therein.

**SMS:** SMS stands for Service Management System.

**Special Access Surcharge:** Special Access Surcharge is a charge imposed by the LECs or CLECs in accordance with the rules and regulations of the Commission.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Switched Access:** If the Customer's location has a transmission line that is switched through the LEC or CAP to reach the network of the DUC, the access is Switched Access.

**Switched Services(s):** Switched Services(s) are all Services that are described in Section 4 of this Tariff.

**T-1:** T-1 is a digital transmission link with a capacity of 1.544 Mbps.

**Tariffed Services:** As used in conjunction with any discount plan for which a minimum volume requirement exists, Tariffed Services includes all services offered by MCI or its affiliates which are subject regulation by the Federal Communications Commission, regardless of whether a tariff has been filed for any service. This definition notwithstanding, this tariff does not govern the provision of such services for which a tariff is not required and has not been filed.

**TFN:** TFN stands for Toll Free Number.

**TFS:** Toll Free Service.

**Toll Free Number:** A Toll Free Number is a telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a toll free number is either 800, 877, or 888 or other area code assignments as appropriate.

**Toll Free Service:** Toll Free Service is a reverse-billed Service that permits calls to be completed without charge to the calling party. Access to Toll Free Service is gained by dialing a ten-digit Toll Free Access Number which terminates at the Customer's requested location.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Transmission Speed:** For the purposes of this tariff, data Transmission Speed denotes the line speed in Bits per seconds (bps).

**Underlying Carrier:** Underlying Carrier refers to any interexchange carrier that provides long distance Services resold by the Company pursuant to this Tariff.

**Virgin Islands:** Virgin Islands is short for US Virgin Islands.

**US:** US refers to the United States.

**United States:** The term "United States" refers to the contiguous forty-eight (48) states, the District of Columbia, Alaska, and Hawaii.

**U.S. Mainland:** The term "U.S. Mainland" refers to the contiguous forty-eight (48) states and the District of Columbia.

**V&H:** V&H stands for vertical and horizontal.

**VF:** VF stands for voice frequency which is a voice-grade Service designed for Private Line Service. Normal transmission is in the 300 Hertz to 3000 Hertz frequency band.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Application of Tariff

2.1.1 This Tariff contains the description, regulations, and rates applicable to the interstate telecommunications Services contained herein offered by Cooperative Communications, Inc. with principal offices located at 412-420 Washington Avenue, Belleville, New Jersey 07109, hereinafter referred to as the Company, under the terms of this Tariff. Services are offered subject to the availability of facilities and the terms and conditions of this Tariff. Unless specifically limited in this Tariff, calls may originate in the US Mainland and terminate in the United States, Extended Area, Wake Island, and Midway Island. Service from Hawaii, Alaska, and the Extended Area is only available via calling card access.

2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.



## SECTION 2 - RULES AND REGULATIONS

### 2.2 Limitations Of Services

2.2.1 Services are offered subject to the availability of facilities and/or equipment from the DUC, or the Company, the Company's ability to provision the order at the time the Applicant or Customer orders Service and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available.

2.2.2 The Company reserves the right to discontinue offering Services without liability, or to limit the use of Services when necessitated by conditions beyond the Company's control, or when the Customer is using Service(s) in violation of the law or of the provisions of this Tariff.

2.2.3 Prior written permission from the Company and approval pursuant to Section 2.14 are required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees.

## SECTION 2 - RULES AND REGULATIONS

### 2.2 Limitations of Services (Con't)

2.2.4 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty four (24) hours per day. For the purposes of computing charges in this Tariff, a month is considered to have thirty (30) days.

2.2.5 Service will be provided until canceled by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.

2.2.6 Customer will not use the Company's name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.

2.2.7 Any business Applicant or Business Customer is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth herein.

## SECTION 2 - RULES AND REGULATIONS

### 2.2 Limitations of Services (Con't)

2.2.8 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services. Abuse or fraudulent use of Services includes, but is not limited to:

- Use of Services to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; or
- Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components of the Company or of the DUC, or by any trick, scheme, false representation, or 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(s) for such Services; or
- Use of the Service of the Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; or
- Use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.

2.2.9 The Customer may not use Services provided under this Tariff for any unlawful purpose.

## SECTION 2 - RULES AND REGULATIONS

### 2.2 Limitations of Services (Con't)

2.2.10 The Company, when acting at the Customer's request and, as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, Route Diversity, Alternate Access, or circuit conditioning.

2.2.11 The availability of Toll Free Numbers from the Company is limited by the Company's ability to obtain Toll Free Numbers from the SMS database.

2.2.12 If a Customer accumulates past-due charges, the Company reserves the right not to honor the Customer's request for a change in TFS to another carrier (e.g. porting of the Toll Free Number), including a request for a Responsible Organization (Resp. Org.) change, until such time as all charges are paid in full and all disputes, if any, resolved.

2.2.13 The Company reserves the right to refuse to process Calls when the Authorization Code or PIN cannot be validated.

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Liabilities of the Company

2.3.1 Conditions under which the Company may refuse or terminate Service without liability include:

- (A) For non-payment of any sum owing to the Company in accordance with Section 2.12.2; or
- (B) For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or
- (C) For any violation by a Customer related to the request for such Service of either the provisions of this Tariff, including but not limited to a request for deposit, or any laws, rules, regulations, or policies; or
- (D) By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such Service; or
- (E) If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or Services; or

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Liabilities of the Company (Con't)

#### 2.3.1 (Con't)

- (F) Failure to meet the Company's credit extension policy; or
- (G) The Company is selling, transferring, or ending the business; or
- (H) Customer is using the Service for any other purposes than that described in this Tariff; or
- (I) Customer has suspected unauthorized or fraudulent use of Service; or
- (J) If the Customer provides false information to the Company regarding the Customer's identity, after failure of the Customer to comply with a request by the Company for reasonable security for the payment of Service; or
- (K) In the event of emergency or threatened or actual disruption of Service to other Customers; or

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Liabilities of The Company (Con't)

#### 2.3.1 (Con't)

(L)If the Customer's use or misuse of the long distance network is for any unlawful or criminal purpose; or

(M)If the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communication Services, or its planned use of Service(s).

In the event that the Company or the DUC learn of possible fraudulent use of any of the Company's calling card Services, the Company will make an effort to contact the Customer, but Service may be terminated or blocked without notice and without liability to the Company.

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Liabilities of The Company (Con't)

2.3.2 The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to:

- Unavoidable interruption in the working of transmission facilities including but not limited to fire, explosion, vandalism, cable cut, or other similar occurrence; or
- Natural disasters such as storms, fire, flood, or other catastrophes; or
- Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, unlawful acts of individuals including acts of the Company's agents, contractors, and employees if committed beyond the scope of their employment, or preemption of existing Services to Restore Service in compliance with the rules and regulations of the Commission; or
- Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.



## SECTION 2 - RULES AND REGULATIONS

### 2.3 Liabilities of The Company (Con't)

2.3.3 With respect to the Switched Services contained herein and except as otherwise provided herein, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional acts of the Customer will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the Call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing Service hereunder occurs, except in cases of willful misconduct by the Company.

2.3.4 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service(s) or facilities or equipment associated with such Service(s).

2.3.5 The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of Services when such defacement or damage is not the result of the Company's negligence. The Customer will indemnify and hold harmless the Company from any claim of the owner of the Customer's Premises or other third party claims for such damages.

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## **SECTION 2 - RULES AND REGULATIONS**

### **2.3 Liabilities of The Company (Con't)**

2.3.6 No agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be agents or employees of the Company without written authorization.

2.3.7 The Company is not liable for any damages the Customer may incur as a result of the unlawful use or use by an unauthorized person of the Company's Service(s).

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Liabilities of The Company (Con't)

2.3.8 This Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes but is not limited to:

- Use of Service to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for Service; or
- Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Service by rearranging, tampering with, or making connection with any Service components of the DUC, or by any trick, scheme, false representation, or 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 regular charge for such Service; or
- Use of Service for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- Use of Service in such a manner as to interfere unreasonably with the use of Service by one or more other Customers.

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Liabilities of The Company (Con't)

2.3.9 The Company's liability will be limited to that expressly assumed in Section 2.3 hereof. The Company will not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any Services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.

2.3.10 The Company may rely on LECs or other third parties for the performance of Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Liabilities of The Company (Con't)

2.3.11 The Company will be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted via Services(s); or
- (B) Violation by Customer of any other literary, intellectual, artistic, dramatic, musical right, or other content transmitted by the Company; or;
- (C) Violations by Customer of the right to privacy; or
- (D) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer; or
- (E) Claims related to lost or stolen calling cards, prepaid calling cards, or any other Company issued authorization codes except as described herein; or
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof; or
- (G) All other claims arising out of any act or omission of the Customer in connection with Services provided by the Company; or

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Liabilities of The Company (Con't)

#### 2.3.11 (Con't)

- (H) All loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence or willful action; or
- (I) Defacement of, or damage to, the premises of a Customer resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment, and associated wiring on or from the Customer's Premises; or
- (J) Claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Liabilities of The Company (Con't)

2.3.12 Where any claim arises out of the Company's acting as a Resp Org, or performing SMS Resp Org Changes, or where any claim arises out of any and all failings by the Company in connection with the provision of TFS to the Customer, including where TFS is not made available on the date committed to the Customer, or cannot otherwise be made available after acceptance of the Customer's order, or is provided with a number or numbers other than the one(s) committed by the Company to the Customer, or the number or numbers are not included in TFS Directory Assistance or are included in an incorrect form, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00. With respect to Resp Org Service and SMS Resp Org Changes, the Customer will indemnify and hold the Company harmless against any third party claims arising out of the execution of changes requested by the Customer, including those changes made by an Toll Free Service Subscriber. Where the Resp Org Service Customer is a Customer acting on behalf of an Toll Free Service Subscriber, the Customer represents that it has the authority to act on the Toll Free Service Subscriber's behalf in choosing a Resp Org and otherwise utilizing the Company's Resp Org Service.

2.3.13 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its Customers, affiliates, agents, contractors, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties will not result in the imposition of any liability whatsoever upon the Company, and Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Liabilities of The Company (Con't)

2.3.14 In the event parties other than Customer (e.g., Customer's customers) will have use of Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

2.3.15 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer will not constitute the permanent waiver of any term or condition herein. Each of the provisions will remain at all time in full force and effect until modified in writing.

2.3.16 The Company is not liable for:

(A) Damages caused by the negligence or willful misconduct of the Customer; or

(B) Any failure to provide or maintain Services under this Tariff due to circumstances beyond the Company's reasonable control; or



## SECTION 2 - RULES AND REGULATIONS

### 2.3 Liabilities of The Company (Con't)

#### 2.3.16 (Con't)

- (C) Any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Services provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings; or
- (D) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in Services contained in this Tariff; or
- (E) Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties; or
- (F) Any action, such as blocking, discontinuing, or interrupting Service(s) by the Company of all traffic or traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff in order to control fraud or non-payment. Service will be Restored as soon as it can be provided without undue risk and only after accounts have been brought current; or

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Liabilities of The Company (Con't)

#### 2.3.16 (Con't)

(G)The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. Use or abuse includes, but is not limited to, any Calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of TFS Service, this also applies to third parties who dial the Customer's Toll Free Number by mistake. Compensation for any injury the Customer may suffer due to the fault of others than the Company must be sought from such other parties.

The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.

2.3.17The Company will not refund overpayments by a Customer unless the claim for such overpayment, together with appropriate evidence is submitted within two years of the date of the alleged overpayment.

2.3.18For Private Line Services, if the Company's failure of performance by reasons specified above shall be for thirty (30) days or less, Private Line Service shall not be subject to cancellation, but an appropriate percentage of charges for the directly affected Service shall be abated for such Service interruption. If the Company's failure of performance is for more than thirty (30) days, then the directly affected Private Line Service may be canceled by either the Company or Customer without liability other than Customer's liability for payment for said Service provided prior to cancellation.

## SECTION 2 - RULES AND REGULATIONS

### 2.4 Use of Service

2.4.1 Services offered herein may be used for any lawful purpose, including business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use Service in a manner that could interfere with Services provided to others or that could harm the facilities of the DUC or others.

2.4.2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following:

(A) One joint user or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or Authorized Users in the Application for Service. Service orders which involve the start, rearrangement, or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.

## SECTION 2 - RULES AND REGULATIONS

### 2.4 Use of Service (Con't)

#### 2.4.2 (Con't)

(B)All charges for Service will be computed as if Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User will be liable to the Company for all charges incurred as a result of its use of Service. Each joint or Authorized User must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each joint user or Authorized User.

2.4.3In addition to the other provisions in this Tariff, Customers reselling Services will be responsible for all interaction and interface with their own subscribers or Customers. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

## SECTION 2 - RULES AND REGULATIONS

### 2.4 Use of Service (Con't)

2.4.4 Service furnished by the Company will not be used for any unlawful or fraudulent purposes as defined herein. Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any joint user nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

2.4.5A Customer of TFS(s) will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage. Company reserves the right to request traffic data which dependent on the forecast may delay Service due to the addition of facilities.

2.4.6 If a Customer of TFS(s) is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company will give the Customer five (5) days' written notice of intent to suspend or deny Service due to such non-compliance.

2.4.7 Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or Toll Free Number issued by the Company to its Customers.

## SECTION 2 - RULES AND REGULATIONS

### 2.4 Use of Service (Con't)

2.4.8 If within ninety (90) days of activation, a Customer's Toll Free Number is not used actually and substantially, the Company reserves the right to recover 800/888 service, upon written notice, and/or make the Toll Free Number unavailable for use. Test calling does not constitute use.

2.4.9 The Company reserves the right to require Customer(s) requesting TFS to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.

2.4.10 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 1010XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a customer of the DUC not the Company. The Company does not permit casual calling.

## SECTION 2 - RULES AND REGULATIONS

### 2.4 Use of Service (Con't)

2.4.11 The Customer will be billed directly by the LEC or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Switched Services or Private Line Services. At the Customer's request, the Company may act as agent in the ordering of such arrangements. In instances where the Company orders such arrangements as an agent for the Customer, if the Local Access Provider bills the Company rather than the Customer, the Company will assess the Customer a coordination fee.

2.4.12 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's Service.

## SECTION 2 - RULES AND REGULATIONS

### 2.5 Obligations of the Customer

#### 2.5.1 The Customer will indemnify and hold harmless the Company against:

- Claim(s) for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted via Service(s) contained herein; and
- Violation(s) by the Customer of any other literary, intellectual, artistic, dramatic, or musical right, or other content transmitted via Service(s); and
- Violation(s) by the Customer of the right to privacy; and
- Claim(s) of patent infringement arising from combining or connecting Company's facilities or the facilities of the DUC with apparatus and systems of the Customer; and
- All lost or stolen calling cards or prepaid cards or Company issued authorization codes: and
- Any other rights whatsoever relating to or arising from message content or the transmission thereof; and
- All other claims arising out of any act or omission of the Customer in connection with any Service(s) set forth herein.



## SECTION 2 - RULES AND REGULATIONS

### 2.5 Obligations of the Customer (Con't)

2.5.2 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to Service(s) furnished under this Tariff unless specified otherwise herein.

A Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. In the event taxes are erroneously paid, the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

2.5.3 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the Call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

## SECTION 2 - RULES AND REGULATIONS

### 2.5 Obligations of the Customer (Con't)

2.5.4 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

2.5.5 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.

2.5.6 The Customer is responsible for payment for all long distance Calls originated at the Customer's number(s), terminated on the Customer's Toll Free Number, billed to the Customer's calling card, prepaid calling card, or Company issued authorization codes including cellular codes, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.

2.5.7 The discontinuance of Service(s) by the Company pursuant to Sections 2.12 or 2.3.1 does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

## SECTION 2 - RULES AND REGULATIONS

### 2.5 Obligations of the Customer (Con't)

2.5.8 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the network of the Company or DUC do not damage equipment, injure personnel, or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.

2.5.9 If as a result of inaccurate information provided by the Customer, circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

2.5.10 The Customer will be liable for:

- (A) Reimbursing the Company for all loss as a result of theft, fire, flood or other catastrophes of Company or DUC provided equipment or facilities on the Customer's Premises; and
- (B) Reimbursing the Company for damages to facilities or equipment caused by the negligence or wilful acts of the Customer's officers, employees, agents, or contractors.

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## **SECTION 2 - RULES AND REGULATIONS**

### **2.5 Obligations of the Customer (Con't)**

2.5.11 The Company will cease billing the Special Access Surcharge upon receipt of the Exemption Certification as defined in this Tariff. If the status of the private line facility was changed prior to receipt of the exemption certification, the Company will credit the Customer's account, not to exceed three months, based on the effective date of the change specified by the Customer in the letter of certification.

Upon the effective date of the Special Access Surcharge, the Company will bill such surcharges for private line facilities presently in-service. Customers who provide exemption certification within the first three months following the surcharge effective date, will be given credit for the surcharge to the surcharge effective date.

## SECTION 2 - RULES AND REGULATIONS

### 2.6 Obligations of a Reseller

2.6.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Sections 2.5 and 2.6 of this Tariff apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be done in person or in writing or in another expeditious manner selected by the Company.

2.6.2 In the event of non-payment by a Reseller's end user, the Company may be requested by the Reseller to block such end user's location because of non-payment of charges. The Reseller must certify that proper notice has been given to the premises owner/occupant at such location. Proper notice must meet state and federal rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).

2.6.3 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.

2.6.4 In addition to the other provisions in this Tariff, Resellers will be responsible for all interaction and interface with their own subscribers or customers. The provision of Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.

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## **SECTION 2 - RULES AND REGULATIONS**

### **2.6 Obligations of a Reseller (Con't)**

2.6.5 Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.

2.6.6 Resellers will be responsible for securing and maintaining all necessary state and federal certifications and tariffs for operating as a Reseller in all areas where Service(s) are provided. Further, the Reseller also assumes full responsibility for complying with the Communications Act of 1934, as amended; the Telecommunications Act of 1996; the rules, regulations, and decisions of the F.C.C.; and the rules, regulations, and decisions set forth by the various state regulatory agencies.

## SECTION 2 - RULES AND REGULATIONS

### 2.7 Interruption of Service

#### 2.7.1 General

It will be the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

#### 2.7.2 Recurring Charges

No credit for monthly recurring charges will be issued for outages less than twenty-four consecutive hours in duration. Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

#### 2.7.3 All Usage Sensitive Services

Credit allowances for the interruption of usage-sensitive Services will be limited to the applicable initial period charge for the Call interrupted, subject to the limitation of liability provision set forth in Section 2.3.3 preceding.

#### 2.7.4 All Usage Sensitive Services With Dedicated Type Access

(A) When Service is interrupted for a period of less than two hours, no credit allowance will be given.

## SECTION 2 - RULES AND REGULATIONS

### 2.7 Interruption of Service (Con't)

#### 2.7.3 All Usage Sensitive Services With Dedicated Type Access

(B)When the Service's dedicated interexchange line or lines and/or the access or termination line or lines associated with the Service are interrupted for a period of more than two hours. A credit allowance will be given for each 30-minute period. After the first 30-minute period, fractions of 30-minute interruption periods will be treated as full 30-minute interruptions. The credit allowance applied will be the portion of the monthly access component charge that corresponds to the proportion of interrupted outage credit units to the total number of outage credit units available to the Customer at the time of the interruption multiplied by the proportion of the duration of the interruption, in full 30-minute periods, to 1,440 (the total number of 30-minute periods in a month).

#### 2.7.4 Private Line Services

##### (A) General

When Service is interrupted for a period of less than two hours, no credit allowance will be given. When the Service's dedicated interexchange line or lines and/or the access or termination line or lines associated with the Service are interrupted for a period of more than two hours. A credit allowance will be given for each 30-minute period. After the first 30-minute period, fractions of 30-minute interruption periods will be treated as full 30-minute interruptions. The credit allowance applied will be the portion of the monthly access component charge that corresponds to the proportion of interrupted outage credit units to the total number of outage



## SECTION 2 - RULES AND REGULATIONS

### 2.7 Interruption of Service (Con't)

#### 2.7.4 Private Line Services (Con't)

##### (A) General (Con't)

credit units available to the Customer at the time of the interruption multiplied by the proportion of the duration of the interruption, in full 30-minute periods, to 1,440 (the total number of 30-minute periods in a month).

##### (B) Credit for Network Component Charge

The credit allowance will be calculated by applying the outage credit units specified for each Private Line Service to the IOC charge. After the first 30-minute period, fractions of 30-minute interruption periods will be treated as full 30-minute interruptions. The credit allowance applied to the IOC charge will be the portion of the monthly IOC charge that corresponds to the proportion of interrupted outage credit units to the total number of outage credit units available to the Customer at the time of the interruption multiplied by the proportion of the duration of the interruption, in full 30-minute periods, to 1,440 (the total number of 30-minute periods in a month).

## SECTION 2 - RULES AND REGULATIONS

### 2.7 Interruption of Service (Con't)

#### 2.7.4 Private Line Services

##### (C) Credit for Access Component Charge

The credit allowance will be calculated by applying the outage credit units specified for each Private Line Service to the access component charge. After the first 30-minute period, fractions of 30-minute interruption periods will be treated as full 30-minute interruptions. The credit allowance applied to the access component charge will be the portion of the monthly access component charge that corresponds to the proportion of interrupted outage credit units to the total number of outage credit units available to the Customer at the time of the interruption multiplied by the proportion of the duration of the interruption, in full 30-minute periods, to 1,440 (the total number of 30-minute periods in a month).

## SECTION 2 - RULES AND REGULATIONS

### 2.8 Customer Service

#### 2.8.1 General

Customer Service may be contacted in writing at 412-420 Washington Avenue, Belleville, New Jersey 07109. Customers may also contact Customer Service by dialing a toll free number listed on the Customer's bill. Service representatives are available to assist with Customers inquiries from 8:00 AM to 5:00 PM (Eastern time), Monday through Friday, excluding holidays. If a Customer calls Customer Service after hours, the call goes to an answering service. If the call is not an emergency, a return call will be made the next business day. If the call is a Service emergency, a customer service representative is paged to contact the Customer.

#### 2.8.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer Service organization as indicated in Section 2.8.1 above. If the Customer is not satisfied with the resolution of a bill dispute, the Customer may contact the Commission for resolution of the dispute. The Customer must notify the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the Call giving rise to such dispute or claim in accordance with the provisions of Section 2.5.3.

#### 2.8.3 Service Difficulties

Service difficulties may be referred to the Company's Customer Service organization, as indicated in Section 2.8.1 above.

## SECTION 2 - RULES AND REGULATIONS

### 2.9 Obtaining Service

#### 2.9.1 Application for Service

To obtain Service, the Company requires the Customer to complete a letter of agency or other authorization it deems appropriate.

#### 2.9.2 Establishment of Credit

##### (A) Applicant

The Company reserves the right to examine the credit record and check the references of all Applicants and Customers. The Company may examine the credit profile/record of any Applicant prior to accepting Service order or Customer's deposit. These will not in themselves obligate the Company to provide Services or to continue to provide Services, if a later check of Applicant's credit record is, in the opinion of the Company, contrary to the best interests of the Company.

##### (B) Customer

If the conditions of Services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

## SECTION 2 - RULES AND REGULATIONS

### 2.9 Obtaining Service (Con't)

#### 2.9.3 Deposits

##### (A) General

Any Applicant whose credit has not otherwise been duly established as provided in Section 2.9.2 hereof may be required to make a deposit to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held in the event that the conditions of Service or basis on which credit was originally established have materially changed.

##### (B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for six months' Service. The Company will determine the amount of the deposit.

##### (C) Interest on Deposits

The Company will not pay interest on deposits.

## SECTION 2 - RULES AND REGULATIONS

### 2.9 Obtaining Service (Con't)

#### 2.9.3 Deposits (Con't)

##### (D) Return of Deposit

A deposit will be returned:

- when an Application for Service has been canceled prior to the establishment of Service. The deposit will be applied to any charges applicable in accordance with the Tariff and the excess portion of the deposit will be returned.

- at the end of one year of satisfactory credit history.

- upon discontinuance of Service. The Company will refund the Customer's deposit or the balance in excess of unpaid bills.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

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## **SECTION 2 - RULES AND REGULATIONS**

### **2.10 Rendering and Payment of Bill**

#### **2.10.1 General**

The billing period is a month. The Company uses cycle billing. Charges may be assessed for unbilled traffic for up to two years in arrears. Charges based on actual usage during a month will be billed monthly in arrears. All fixed recurring and non-recurring charges for Services will be billed monthly in advance. For Prepaid Calling Card Services, no bills are rendered, as the Prepaid Calling Cards are paid for in advance. Bills are sent to the Customer's billing address as shown on their account monthly. Payment in full is due upon receipt but no later than the due date stated on the bill. Payments will be made directly to the address indicated on the bill. Failure to remit payment by the due date will result in a late charge. The Company uses direct billing by the Company or an authorized billing agent. In the event the Company incurs fees or expenses in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred to the extent permitted by law.

## SECTION 2 - RULES AND REGULATIONS

### 2.10 Rendering and Payment of Bill (Con't)

#### 2.10.2 Direct Billing By Company Or Authorized Billing Agent

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. Call detail is provided by the Company in many mediums such as magnetic tape, diskette, paper, etc. as selected by the Customer. The Customer's bill provided by an authorized billing agent may include the billing agent's service mark. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The late charge is 1.5% per month.

#### 2.10.3 Credit Card Billing

The Company, at its sole discretion, may permit Credit Card Billing with selected Services. With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.



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## SECTION 2 - RULES AND REGULATIONS

### 2.10 Rendering and Payment of Bill (Con't)

#### 2.10.4 Late Charge

If a Customer's bill is not paid by the due date on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount.

#### 2.10.5 Billing Disputes

Billing disputes are handled by the Company's Customer Service organization. See Section 2.8.

## SECTION 2 - RULES AND REGULATIONS

### 2.11 Cancellation of Service By Customer

#### 2.11.1 General

A Customer may only cancel Services by giving thirty (30) days' written notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Section 2.8.1. Upon receipt of the written notice, the Company places an order with the DUC to cancel Service. Depending on the new IXC selected by the Customer, the DUC may have to advise the LEC to cancel Service. If the Customer is picked to the company's PIC, then the company cancels the service.

#### 2.11.2 Customers With Switched Access

Cancellation of Service(s) will be effective when the LEC changes the PIC code, or when the Company, the DUC, or the CAP cancels Services, as authorized by the Customer.

#### 2.11.3 Customer With Dedicated Access

Cancellation of the Customer's Services will be effective when the DUC or LEC cancels the Services offered by the Company or when the Customer's Dedicated Access facilities are moved to another IXC, as authorized by the Customer.

## SECTION 2 - RULES AND REGULATIONS

### 2.11 Cancellation of Service By Customer (Con't)

#### 2.11.4 Private Line Services

##### (A) Cancellation of an Order

When an order for Private Line Services is placed, a due date will be established. That due date will be confirmed with the Customer. If the Customer cancels Service prior to the due date, the installation date, or the date Service is to commence, cancellation charges may apply. The Company will charge the Customer the cancellation charges imposed by the DUC or the LEC or Local Access Provider.

##### (B) Delay of an Order

In the event that a due date is delayed as set forth below, the due date for the order will be changed to reflect the number of days of delay.

##### .1 Delay of Due Date by the Customer

The Customer may delay the due date when: (1) the request for the delay is received by the Company and provided to the DUC prior to the order's due date and Section 2.11.2 (B).2 does not apply and (2) the total delay measured from the order's initial due date does not exceed thirty (30) cumulative calendar days.

## SECTION 2 - RULES AND REGULATIONS

### 2.11 Cancellation of Service By Customer (Con't)

#### 2.11.4 Private Line Services (Con't)

##### (B) Delay of an Order (Con't)

###### .1 Delay of Due Date by the Customer (Con't)

However, after the Customer has delayed an order for the maximum thirty (30)-day period, the Customer may: (1) accept billing for the service elements ordered, or (2) cancel the order and pay the applicable cancellation charge.

###### .2 Delay of Due Date by the DUC

The DUC will make every reasonable effort to assure that service elements are furnished on the due date. However, if an order is delayed by the DUC beyond the due date for more than thirty (30) cumulative calendar days and such delay is not requested or caused by the Customer, the Customer may cancel the order with cancellation charges applying.

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## **SECTION 2 - RULES AND REGULATIONS**

### 2.11 Cancellation of Services By Customer (Con't)

#### 2.11.4 Private Line Services (Con't)

##### (C) Cancellation of Term Plan

If the Customer cancels a term plan agreement prior to the expiration date of the term plan, the following early cancellation penalty applies. The early cancellation penalty is equal to 100% of the IOC charges that would have been paid to the Company if the term plan had not been canceled plus 100% of what the Customer would have paid for access component charges for one month after the date of cancellation.

## SECTION 2 - RULES AND REGULATIONS

### 2.12 Termination of Service By Company

#### 2.12.1 Notice of Service Termination

If payment is not received by the due date, the next months' bill will include a termination notice. Every effort will be made to provide a Customer five (5) days' written notice of termination of Service. However, under certain circumstances, including but not limited to emergency or threatened or actual disruption of Service to other Customers, the Company may terminate Service without notice. See Section 2.3 for conditions whereby the Company may refuse or terminate Service without incurring liability.

#### 2.12.2 Non-Payment

Service will not be terminated if the Company receives payment prior to the termination date listed on the termination notice or if the Company and the Customer have entered into a payment arrangement.

#### 2.12.3 Charges Owed

The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.

### 2.12 Termination of Service By Company (Con't)

#### 2.12.4 TFS(s)

The Company will retain control for four months of all Toll Free Numbers disconnected for violation of this Tariff. During the four-month period, the Company will refuse to transfer the number to any other Customer, will refuse to reconnect the number for the previous Customer; will refuse to honor transfer of service arrangements between the disconnected Customer and any third party; and will refuse to honor any change of Resp Org forms from the disconnected Customer. At the end of the four-month

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period, assuming that there is no outstanding challenge to the disconnection, the Company will return control of the Toll Free Number to the NASC to be made available on a first-come, first-served basis pursuant to existing industry practices. If the Customer rectifies the violation to the satisfaction of the Company, the Company may, in its sole discretion, return the number to the control of the Customer.

## SECTION 2 - RULES AND REGULATIONS

### 2.13 Taxes

In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for Service(s). All state and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

A Customer claiming tax exempt status must provide the Company with copies of all tax Exemption Certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. In the event taxes are erroneously paid, the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.



## SECTION 2 - RULES AND REGULATIONS

### 2.14 Transfer or Assignment

After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and
- Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- New Customer's (assignee Customer) credit is approved by the Company; and
- The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's Services. These obligations include all outstanding indebtedness for the use of the Company's Service. Consent to such assignment or transfer will not be unreasonably withheld.

Any permitted assignment or transfer of Company' Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

**SECTION 2 - RULES AND REGULATIONS**

2.15 Timing of Calls

For Calls that are timed and measured by the DUC whose Services are resold by the Company, timing of calls is done in accordance with the DUC's tariff as filed with the Commission. For Calls that are timed and measured by the Company, usage begins when the Company's switch detects hardware answer supervision. Chargeable time ends when the calling station hangs up.

2.16 Rate Period

Different rates may be applicable to a Call at a different time of the day and on certain days of the week as specified in the appropriate rate schedule for that Call. All times shown are local time at the Calling Station in case of an outbound Call and at the Called Station in case of an Toll Free Service Call. The following rate periods apply to all Service offerings and, unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) and (Day/Non-Day) are indicated in the chart below:

	MON	TUE	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM	EVENING RATE PERIOD (Non-Day)						EVE
11:00 PM* TO 8:00 AM	NIGHT/WEEKEND RATE PERIOD (Non-Day)						

\* Up to, but not including

2.17 Application of Charges

Calls are billed in various increments depending on Service subscribed to by the Customer. Each Service has its own specific minimum connect time. For all Services, fractions of an

## SECTION 2 - RULES AND REGULATIONS

increment are rounded up to the next highest increment.

Usage charges apply to all completed Calls. The usage charges for each completed Call during a billing month will be computed. If the total charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

### 2.18 Determining Rate In Effect

#### 2.18.1 General

For outbound Services that are time-of-day sensitive, the time-of-day at the location of the Customer or the Calling Station determines the rate in effect. For Toll Free Services that are time-of-day sensitive, the time-of-day at Customer location or Called Station determines the rate in effect.

#### 2.18.2 Calls Originating Via Switched Access

When a unit of time is split between two rate periods, each rate period applies to the portion of the Call that occurred during that rate period.

#### 2.18.3 Call Originates Via Dedicated Access

When a unit of time is split between two rate periods, each rate period applies to the portion of the Call that occurred during that rate period.

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### 2.19 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates, and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Services set forth herein. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

### 2.20 Restoration of Service

The use and restoration of Service in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the F.C.C.

### 2.21 Lost Or Stolen Calling Cards Or PIN Or Authorization Codes

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's calling card, Prepaid Calling Card, PIN, or Company issued authorization codes including cellular codes, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card or Service. If requested by the Customer and at the discretion of the Company, a new calling card and/or PIN may be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company as set forth in Section 2.8.

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### 2.22 Term Plans

For selected Services, the Company may offer Term Plans to Customers. Customers subscribing to such a Term Plan may order Service on a term commitment of one, two, or three years subject to minimum monthly usage requirements. Upon expiration of the selected term plan, Service will continue on a monthly basis at the current charges for such Service unless canceled by the Customer or the Company in accordance with the provisions of this Tariff. If the Customer cancels Service prior to the expiration of the Term Plan selected, the Customer may be subject to early termination penalties.

### 2.23 Mileage Measurements

Mileage measurements are calculated by the DUC whose services the Company resells. These measurements are used by the Company in the calculation of its charges for Services to its Customers.

## SECTION 2 - RULES AND REGULATIONS

### 2.24 Determination of Airline Mileage

For the purpose of determining airline mileage, vertical and horizontal grid lines have been established across the country. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. The unit is the square root of 0.1, expressed in airline miles. A vertical (V) and a horizontal (H) coordinate is computed for each rate center from its latitude and longitude location by use of appropriate map-projection equations. A pair of V&H coordinates locates a rate center, for determining airline mileage, at a particular intersection of an established vertical grid line with an established horizontal grid line. The distance between any two rate centers is the airline mileage computed as explained as follows.

#### 2.24.1 Switched Services DUC or Company

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal (V&H) coordinates associated with the rate centers involved.

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### 2.24 Determination of Airline Mileage (Con't)

#### 2.24.2 Private Line Services

The IOC charge is based on airline mileage via the V&H coordinate formula, see Paragraph 2.24.1, between the two DUC serving terminals. For multipoint Circuits, connect the DUC terminals so that the IOC mileage is minimized (unless the Customer requests a specific configuration).

### 2.25 Connections

When Customer equipment is connected to Services, it must comply with the requirements of the Commission's registration program. When any equipment or system is connected, the minimum protection criteria must be met.

## SECTION 2 - RULES AND REGULATIONS

### 2.26 Reservation and Administration, Ownership, Use and Assignment of Telephone Numbers for TFS(s)

#### 2.26.1 Reservation and Administration of Numbers:

In its capacity as RespOrg, the Company will reserve, assign, activate or change, upon receipt of a verified request, Toll Free Numbers for a Customer or potential Customer and will administer Toll Free Numbers, in accordance with customary industry standards and practices, the terms of this Tariff and the effective procedures of the Toll Free Service Management System (SMS). Customers may request reservation, assignment or activation on their own behalf, or a Customer which resells the Company's Services may request reservation, assignment or activation on behalf of a specific, prospective Customer of such reseller. A Customer who resells the Company's Services must provide to any Customer or potential Customer, upon reasonable request therefor, information concerning the status of a particular Toll Free Number or numbers in which the Customer or potential Customer has an interest and, if applicable, the identity of the RespOrg(s) for the Toll Free Number(s). When a Customer of the Company decides (or learns of its specific, prospective Customer's decision) not to utilize the reserved, assigned or activated Toll Free Number, the Customer of the Company must notify the Company within 48 hours so that the Company may release the Toll Free Number to the pool of numbers available for assignment in accordance with industry practice and standards.



## SECTION 2 - RULES AND REGULATIONS

### 2.26 Reservation and Administration, Ownership, Use and Assignment of Telephone Numbers for TFS(s)

#### 2.26.2 Ownership and Brokering of Numbers

Toll Free Numbers are incidental to the Toll Free Service(s) with which they are associated and, as such, may not be sold, transferred or otherwise conveyed independent of Toll Free transmission Services. The assignment of a Toll Free Number for use with company-provided Toll Free transmission Service confers on the Customer no proprietary interest whatsoever in the number assigned. It shall be a violation of this Tariff if the Customer seeks to acquire, or does acquire, any Toll Free Number associated with Toll Free Service provided by the company for the primary purpose of selling, brokering, bartering or releasing for a fee (or other consideration) to another party that Toll Free Number, independent of the Company's Service with which it is associated.

In any instance in which the company learns that a Customer or prospective Customer is attempting to sell or otherwise transfer or assign an Toll Free Number to another person, in violation of this tariff, the Company may immediately and without notice release the number from reserved status, or it may immediately upon written notice to the Customer discontinue the furnishing of Service via the number, whichever course of action is appropriate.

## SECTION 2 - RULES AND REGULATIONS

### 2.27 Systems Security

Access to the Company's computer systems and data (hereinafter Systems) for the purposes of managing and maintaining the Customer's telecommunications system may be granted to Customers only to the extent required by and incident to the administration and management of the Customer's telecommunications system. These Systems remain the property of the Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of the Company. The Customer must comply with the following.

- Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system.
- Customers should report immediately any known or suspected attempt by others to unauthorized access of these Systems to the Company.
- In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify the Company immediately as defined by emergency notification in section 2.8.

Failure to comply with these limitations which result in access into these Systems beyond that authorized may result in civil and/or criminal penalties.

### **SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES**

#### 3.1 Private Line Services

##### 3.1.1 DSO

With digital interface, the DSO Service may be utilized for the synchronous transmission of full duplex digital data at 56 Kbps or 64 Kbps. The Service provides end-to-end digital Service. In providing this Service, the source of synchronization for the end-to-end Circuit is Customer-provided equipment. Therefore, synchronization for the end-to-end Circuit is the responsibility of Customer.

##### 3.1.2 DS1

DS1 is a high-capacity point-to-point Private Line Service designed for the simultaneous full-duplex transmission of digital signals at a speed of 1.544 Mbps.

#### 3.2 Customer Provided Equipment

Customer Premises Circuit terminating equipment and Multiplexing equipment and any other terminal equipment such as telephone sets or systems shall be provided by the Customer and furnished and maintained at Customer's expense in accordance with the rules and regulations herein.

## SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

### 4.1 General

All Service(s) are interstate offerings with the Customer having the option of using Service(s) to place international and intrastate Calls. The Company determines how the Service is provisioned and selects the DUC. Unless otherwise specified below, all Calls are billed in six (6) second increments subject to a minimum connect time of thirty (30) seconds. All Calls are rounded up to the next highest increment.

### 4.2 Outbound Switched Service

Outbound Switched Service is an outbound direct dial long distance Service utilizing Switched Access to reach the long distance network. The Customer may select from different rate plans described below.

RP 1	This rate plan is an off-net Service and is available to Customers whose total monthly usage is less than \$50.00.
RP 2	This rate plan is an on-net Service and is available to Business Customers.
RP 3	This rate plan is an off-net Service and is available to Customers whose total monthly usage is more than \$100.00.
RP 4	This rate plan is available to Customers whose total monthly usage is more than \$50.00 and less than \$100.00. Calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds. All Calls are rounded up to the next highest increment.
RP 5	This rate plan is only available to the Customers of the Company's Centrex I service.
RP 6	This rate plan is only available to the Customers of the Company's Centrex II service.
RP 7	This rate plan is only available to the Customers of the Company's Centrex Gold Service and is provided in combination with RP 3 Outbound Dedicated Service. All Calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds. All Calls are rounded to the next highest increment.

## SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

### 4.2 Outbound Switched Service (Con't)

RP 8	This rate plan is only available to the Customers of the Company's Centrex IV service
RP 9	This rate plan is only available to the Customers of the Company's Centrex V service
RP 10	This rate plan is only available to the Customers of the Company's Centrex VI service
RP 11	This rate plan is only available to the Customers of the Company's Centrex VII service.

4.3 This Service is available to Residential Customers and Business Customers for their outbound direct dialed long distance calling utilizing switched access. All calls are billed in one minute increments subject to a minimum connect time of one minute with all calls rounded up to the next highest one minute increment.

4.3.1 Rate per minute or fraction thereof: \$0.60

### 4.4 Outbound Dedicated Service

Outbound Dedicated Service is a Dedicated Access outbound direct dial long distance Service. The Customer may select from different rate plans described below.

RP 1	This rate plan is designed for Customer whose total monthly usage is less than \$100.00 a month.
RP 2	This rate plan is designed for Customer whose total monthly usage is more than \$100.00 a month.
RP 3	This rate plan is only available to the Customers of the Company's Centrex Gold service and is provided in combination with RP 7 Outbound Switched Service. All Calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds. All Calls are rounded to the next highest increment.

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## SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

### 4.5 Toll Free Switched Service

Toll Free Switched Service permits Calls to a Customer's Premises in one location from diverse geographical locations utilizing Switched Access Lines at the Customer's Premises. The Customer, rather than the Calling Party, is billed for each Call. The Customer may select from different rate plans described below.

RP 1	This rate plan is an on-net Service and is available to Business Customers.
RP 2	This rate plan is an off-net Service and is available to Business Customers.
RP 3	This rate plan is designed for Resellers of the Company's Service(s). The minimum commitment period is six months.
RP 4	This rate plan is designed for Resellers of the Company's Service(s). The minimum commitment period is three months.
RP 5	This rate plan is designed for Resellers of the Company's Service(s). The minimum commitment period is one month.
RP 6	This rate plan is only available to Customers of the Company's Centrex I service.
RP 7	This rate plan is only available to Customers of the Company's Centrex II service.

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## SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

### 4.6 Toll Free Dedicated Service

Toll Free Dedicated Service permits Calls to a Customer's Premises in one location from diverse geographical locations utilizing Dedicated Access at the Customer's Premises. The Customer, rather than the Calling Party, is billed for each call. The Customer may select from different rate plans described below.

RP 1	This rate plan is designed for Resellers of the Company's Service(s).
RP 2	This rate plan is designed for Business Customers. The usage rates include real time ANI delivery. Real time ANI delivery delivers the caller's 10-digit telephone number to the Customer's Premise at approximately the same moment the incoming Call is received. The Customer must have compatible hardware to accept the ANI.

### 4.7 Toll Free Optional Features

#### 4.7.1 Area Code Selection

This feature allows a Customer to (1) route calls to the same TFS Number to different terminating locations (switched or dedicated) and (2) allows a Customer to block or allow calls to a TFS Number based on the originating area code (NPA) and exchange (NXX) of the caller.

#### 4.7.2 Retermination

This feature allows a Customer to reroute calls for a specific TFS Number to a different terminating location (switched or dedicated).

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#### **SECTION 4 - DESCRIPTION OF SWITCHED SERVICES**

##### 4.7 Toll Free Optional Features (Con't)

##### 4.7.3 Transfer of Calls Message

(A) This feature enables the Customer to provide a recorded announcement informing the caller of a number change. The number change may be to another TFN or to a telephone number that is not a TFN.

(B) The TFN that is changing must be a Company TFN.

(C) If the referral telephone number is another TFN, this feature is only available if the Customer's new TFN is provided by the Company.

(D) If the referral telephone number is not a TFN, the referral number does not have to be presubscribed to the Company.

##### 4.7.4 TFS Directory Listing

This feature allows a Customer to list the TFS Number(s) in the 800 directory.



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## SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

### 4.8 Calling Card Services

Calling Card Service allows the Customer or end user to bill a call to their primary Service location when the caller is away from their established Service location. Customers access the network from anywhere in the United States or Extended Area by dialing a universal Toll Free number plus a calling card code and the called telephone number. Calling card Services are available to Customers that subscribe to any of the Company's other interstate Services. The Customer may select from different rate plans described below.

RP 1	This rate plan is designed for Residential Customers. This rate plan is only available in conjunction with other interstate or international service offerings.
RP 2	This rate plan is designed for Business Customers. This rate plan is only available in conjunction with other interstate or international service offerings.
RP 3	With this rate plan, the Customer determines the amount of minutes available with the calling card on a monthly basis. All usage is billed in arrears. Once the monthly limit selected by the Customer is reached, use of the calling card is temporarily suspended. To increase the preselected limit, the Customer must contact customer service as set forth in Section 2.8 of this Tariff. The Customer is billed for actual usage. All usage charges are billed in arrears on the Customer's monthly invoice.
RP 4	With this rate plan, the Customer determines the amount of minutes available with the calling card on a monthly basis. All usage is billed in arrears. Once the monthly limit selected by the Customer is reached, use of the calling card is temporarily suspended. To increase the preselected limit, the Customer must contact customer service as set forth in Section 2.8 of this Tariff. The Customer is billed for actual usage. All usage charges are billed in arrears on the Customer's monthly invoice.

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## SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

### 4.9CLD Service

CLD Service is an outbound direct dial landline long distance Service available only to subscribers of the Company's cellular service utilizing Switched Access to reach the long distance network. The Customer may select from different rate plans described below. Unless otherwise specified below, all Calls are billed in one (1) minute increments subject to a minimum connect time of one (1) minute. All Calls are rounded up to the next highest increment.

RP 1	This rate plan is only available to subscribers of the Company's cellular service plan with a \$29.95 monthly fee.
RP 2	This rate plan is only available to subscribers of the Company's cellular service plan with a \$49.95 monthly fee.
RP 3	This rate plan is only available to subscribers of the Company's cellular service plan with a \$19.95 monthly fee.
RP 4	This rate plan is only available to subscribers of the Company's cellular service plan with a \$29.95 monthly fee.

## SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

### 4.10 Directory Assistance

Directory assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party in another state. Person-to-Person and collect calls to Directory Assistance are not allowed. The Directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number. Directory assistance is available for determining a telephone number in the United States and the Extended Area.

### 4.11 Account Codes

Account Codes are codes consisting of two or more digits which is available to Customers to identify individual users and thereby allocate the cost of long distance Service.

### 4.12 Miscellaneous Charges

#### 4.12.1 Returned Check Charge

If a Customer's check is returned by the bank or by the institution on which the check is written, the Company may charge the Customer a return check charge. The amount of the return check charge is \$35.00.

#### 4.12.2 Payphone Use Charge

An undiscountable \$0.55 per call charge is applicable to calls that originate from any domestic payphone used to access Services as follows. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with Service, applies for the use of the instrument used to access Service and is unrelated to the Service accessed from the payphone.

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## **SECTION 4 - DESCRIPTION OF SWITCHED SERVICES**

### 4.12 Miscellaneous Charges (Con't)

#### 4.12.3 Universal Service Fee

Customers will be assessed a monthly USF Charge which is equal to 7.5% of the Customer's total net interstate retail charges (including usage, non-usage, and PICC) after the application of all other discounts and credits. USF charges are neither contributory to or eligible to receive discounts or are eligible to contribute to meeting minimum monthly usage requirements. A Customer will not be required to pay the USF charges if it demonstrates to the Company's reasonable satisfaction that the Customer is acquiring the Company's Service for resale, i.e. not for its own internal use.

#### 4.12.4 Miscellaneous Charges

If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also. The Customer is responsible for the payment of all such charges.

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## SECTION 5 - PRIVATE LINE RATES AND CHARGES

### 5.1 IOC Charges

The IOC Charges are for the network components between DUC central offices. Technical specifications for Private Line Services are the same as those of the DUC. The IOC Charges are composed of a fixed monthly recurring charge, a monthly long haul per mile charge, and installation charges.

#### 5.1.1 DSO Service I

##### (A) Rates

Mileage	Monthly Rate Fixed	Monthly Rate Per Mile or Fraction Thereof	Installation Charge
All	\$275.00	\$0.35	\$0.00

##### (B) Access Coordination/Central Office Connection

	Monthly Recurring Charge	Non-Recurring Charge
Charge Per end per month	\$140.00	-
Installation per end	-	\$150.00

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## SECTION 5 - PRIVATE LINE RATES AND CHARGES

### 5.1IOC Charges (Con't)

#### 5.1.2 DSO Service II

Mileage	Monthly Rate Fixed	Monthly Rate Per Mile or Fraction Thereof	Installation Charge
All	\$435.00	\$0.36	\$0.00

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## SECTION 5 - PRIVATE LINE RATES AND CHARGES

### 5.1 IOC Charges (Con't)

#### 5.1.3 DS1 Service - RP 1

Mileage	Monthly Rate Fixed	Monthly Rate Per Mile or Fraction Thereof	Installation Charge
All	\$0.00	\$3.20	\$0.00

5.1.3.1 DACS Charge per DS 1.5 nodal circuit \$275.00 per month



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## SECTION 5 - PRIVATE LINE RATES AND CHARGES

### 5.1IOC Charges (Con't)

#### 5.1.4 DS1 Service - RP 2

Mileage	Monthly Rate Fixed	Monthly Rate Per Mile or Fraction Thereof	Installation Charge
0-50	\$425.00	\$7.85	\$0.00
51-100	\$570.00	\$7.15	\$0.00
101+	\$715.00	\$6.45	\$0.00

#### 5.1.4.1 Access Coordination/Central Office Connection

	Monthly Recurring Charge	Non-Recurring Charge
Charge Per end per month	\$140.00	-
Installation per end	-	\$150.00

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.1 Outbound Switched

#### 6.1.1 RP 1

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.1281	0.0995	0.0995
56 - 292	0.1417	0.1075	0.1075
293 - 430	0.1525	0.1111	0.1111
431 - 925	0.1577	0.1200	0.1200
926 - 1910	0.1663	0.1245	0.1245
1911 - 3000	0.1769	0.1311	0.1311
3001 - 4250	0.1956	0.1711	0.1711
4251 +	0.2000	0.2000	0.2000

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.1 Outbound Switched (Con't)

#### 6.1.2 RP 2

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.1050	0.1050	0.1050
56 - 292	0.1050	0.1050	0.1050
293 - 430	0.1050	0.1050	0.1050
431 - 925	0.1050	0.1050	0.1050
926 - 1910	0.1050	0.1050	0.1050
1911 - 3000	0.1050	0.1050	0.1050
3001 - 4250	0.1700	0.1700	0.1700
4251 +	0.1700	0.1700	0.1700

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.1 Outbound Switched (Con't)

#### 6.1.3 RP 3

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.1150	0.1150	0.1150
56 - 292	0.1150	0.1150	0.1150
293 - 430	0.1150	0.1150	0.1150
431 - 925	0.1150	0.1150	0.1150
926 - 1910	0.1150	0.1150	0.1150
1911 - 3000	0.1150	0.1150	0.1150
3001 - 4250	0.1700	0.1700	0.1700
4251 +	0.2300	0.2300	0.2300

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.1 Outbound Switched (Con't)

#### 6.1.4 RP 4

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.1050	0.1050	0.1050
56 - 292	0.1050	0.1050	0.1050
293 - 430	0.1050	0.1050	0.1050
431 - 925	0.1050	0.1050	0.1050
926 - 1910	0.1050	0.1050	0.1050
1911 - 3000	0.1050	0.1050	0.1050
3001 - 4250	0.2300	0.2300	0.2300
4251 +	0.2300	0.2300	0.2300

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.1 Outbound Switched (Con't)

#### 6.1.5 RP 5

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.1000	0.1000	0.1000
56 - 292	0.1000	0.1000	0.1000
293 - 430	0.1000	0.1000	0.1000
431 - 925	0.1000	0.1000	0.1000
926 - 1910	0.1000	0.1000	0.1000
1911 - 3000	0.1000	0.1000	0.1000
3001 - 4250	0.2300	0.2300	0.2300
4251 +	0.2300	0.2300	0.2300

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**SECTION 6 - SWITCHED SERVICES RATES AND CHARGES**

6.1 Outbound Switched (Con't)

6.1.6 RP 6

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.1100	0.1100	0.1100
56 - 292	0.1100	0.1100	0.1100
293 - 430	0.1100	0.1100	0.1100
431 - 925	0.1100	0.1100	0.1100
926 - 1910	0.1100	0.1100	0.1100
1911 - 3000	0.1100	0.1100	0.1100
3001 - 4250	0.2000	0.2000	0.2000
4251 +	0.2000	0.2000	0.2000

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.1 Outbound Switched (Con't)

#### 6.1.7 RP 7

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.0750	0.0750	0.0750
56 - 292	0.0750	0.0750	0.0750
293 - 430	0.0750	0.0750	0.0750
431 - 925	0.0750	0.0750	0.0750
926 - 1910	0.0750	0.0750	0.0750
1911 - 3000	0.0750	0.0750	0.0750
3001 - 4250	0.2300	0.2300	0.2300
4251 +	0.2300	0.2300	0.2300

(B) Monthly Account Fee                      \$15.00 per account



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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.1 Outbound Switched (Con't)

#### 6.1.8 RP 8

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.0775	0.0775	0.0775
56 - 292	0.0775	0.0775	0.0775
293 - 430	0.0775	0.0775	0.0775
431 - 925	0.0775	0.0775	0.0775
926 - 1910	0.0775	0.0775	0.0775
1911 - 3000	0.0775	0.0775	0.0775
3001 - 4250	0.1700	0.1700	0.1700
4251 +	0.2300	0.2300	0.2300

(B) Monthly Account Fee            \$15.00 per account

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.1 Outbound Switched (Con't)

#### 6.1.9 RP 9

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.0790	0.0790	0.0790
56 - 292	0.0790	0.0790	0.0790
293 - 430	0.0790	0.0790	0.0790
431 - 925	0.0790	0.0790	0.0790
926 - 1910	0.0790	0.0790	0.0790
1911 - 3000	0.0790	0.0790	0.0790
3001 - 4250	0.1700	0.1700	0.1700
4251 +	0.2300	0.2300	0.2300

(B) Monthly Account Fee            \$15.00 per account

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.1 Outbound Switched (Con't)

#### 6.1.10 RP 10

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.0890	0.0890	0.0890
56 - 292	0.0890	0.0890	0.0890
293 - 430	0.0890	0.0890	0.0890
431 - 925	0.0890	0.0890	0.0890
926 - 1910	0.0890	0.0890	0.0890
1911 - 3000	0.0890	0.0890	0.0890
3001 - 4250	0.1700	0.1700	0.1700
4251 +	0.2300	0.2300	0.2300

(B) Monthly Account Fee                      \$15.00 per account

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.1 Outbound Switched (Con't)

#### 6.1.11 RP 11

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.0990	0.0990	0.0990
56 - 292	0.0990	0.0990	0.0990
293 - 430	0.0990	0.0990	0.0990
431 - 925	0.0990	0.0990	0.0990
926 - 1910	0.0990	0.0990	0.0990
1911 - 3000	0.0990	0.0990	0.0990
3001 - 4250	0.1700	0.1700	0.1700
4251 +	0.2300	0.2300	0.2300

(B) Monthly Account Fee            \$15.00 per account

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.2 Outbound Dedicated

#### 6.2.1 RP 1

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.1039	0.0800	0.0800
56 - 292	0.1095	0.0975	0.0975
293 - 430	0.1300	0.1011	0.1011
431 - 925	0.1355	0.1100	0.1100
926 - 1910	0.1411	0.1145	0.1145
1911 - 3000	0.1600	0.1211	0.1211
3001 - 4250	0.1856	0.1521	0.1521
4251 +	0.2100	0.1578	0.1578

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.2 Outbound Dedicated (Con't)

#### 6.2.2RP 2

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.0725	0.0725	0.0725
56 - 292	0.0725	0.0725	0.0725
293 - 430	0.0725	0.0725	0.0725
431 - 925	0.0725	0.0725	0.0725
926 - 1910	0.0725	0.0725	0.0725
1911 - 3000	0.0725	0.0725	0.0725
3001 - 4250	0.1800	0.1800	0.1800
4251 +	0.2300	0.2300	0.2300

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.1 Outbound Dedicated (Con't)

#### 6.2.3 RP 3

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.0750	0.0750	0.0750
56 - 292	0.0750	0.0750	0.0750
293 - 430	0.0750	0.0750	0.0750
431 - 925	0.0750	0.0750	0.0750
926 - 1910	0.0750	0.0750	0.0750
1911 - 3000	0.0750	0.0750	0.0750
3001 - 4250	0.2300	0.2300	0.2300
4251 +	0.2300	0.2300	0.2300

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.3 Toll Free Service - Switched

#### 6.3.1 RP 1

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.1190	0.1190	0.1190
56 - 292	0.1190	0.1190	0.1190
293 - 430	0.1190	0.1190	0.1190
431 - 925	0.1190	0.1190	0.1190
926 - 1910	0.1190	0.1190	0.1190
1911 - 3000	0.1190	0.1190	0.1190
3001 - 4250	0.1700	0.1700	0.1700
4251 +	0.2300	0.2300	0.2300

(B) Monthly Fee Per Toll Free Number \$10.00



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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.3 Toll Free Service - Switched (Con't)

#### 6.3.2 RP 2

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.1350	0.1350	0.1350
56 - 292	0.1350	0.1350	0.1350
293 - 430	0.1350	0.1350	0.1350
431 - 925	0.1350	0.1350	0.1350
926 - 1910	0.1350	0.1350	0.1350
1911 - 3000	0.1350	0.1350	0.1350
3001 - 4250	0.2300	0.2300	0.2300
4251 +	0.2300	0.2300	0.2300

(B) Monthly Fee Per Toll Free Number \$10.00

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.3 Toll Free Service - Switched (Con't)

#### 6.3.3 RP 3

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.1250	0.1250	0.1250
56 - 292	0.1250	0.1250	0.1250
293 - 430	0.1250	0.1250	0.1250
431 - 925	0.1250	0.1250	0.1250
926 - 1910	0.1250	0.1250	0.1250
1911 - 3000	0.1250	0.1250	0.1250
3001 - 4250	0.2300	0.2300	0.2300
4251 +	0.2300	0.2300	0.2300

(B) Monthly Fee Per Toll Free Number \$10.00

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.3 Toll Free Service - Switched (Con't)

#### 6.3.4 RP 4

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.1350	0.1350	0.1350
56 - 292	0.1350	0.1350	0.1350
293 - 430	0.1350	0.1350	0.1350
431 - 925	0.1350	0.1350	0.1350
926 - 1910	0.1350	0.1350	0.1350
1911 - 3000	0.1350	0.1350	0.1350
3001 - 4250	0.2300	0.2300	0.2300
4251 +	0.2300	0.2300	0.2300

(B) Monthly Fee Per Toll Free Number \$10.00

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.3 Toll Free Service - Switched (Con't)

#### 6.3.5 RP 5

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.1450	0.1450	0.1450
56 - 292	0.1450	0.1450	0.1450
293 - 430	0.1450	0.1450	0.1450
431 - 925	0.1450	0.1450	0.1450
926 - 1910	0.1450	0.1450	0.1450
1911 - 3000	0.1450	0.1450	0.1450
3001 - 4250	0.2300	0.2300	0.2300
4251 +	0.2300	0.2300	0.2300

(B) Monthly Fee Per Toll Free Number \$10.00

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.3 Toll Free Service - Switched (Con't)

#### 6.3.6 RP 6

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.0875	0.0875	0.0875
56 - 292	0.0875	0.0875	0.0875
293 - 430	0.0875	0.0875	0.0875
431 - 925	0.0875	0.0875	0.0875
926 - 1910	0.0875	0.0875	0.0875
1911 - 3000	0.0875	0.0875	0.0875
3001 - 4250	0.2300	0.2300	0.2300
4251 +	0.2300	0.2300	0.2300

(B) Monthly Fee Per Toll Free Number \$10.00

(C) Monthly Fee Per Account \$15.00

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.3 Toll Free Service - Switched (Con't)

#### 6.3.7 RP 7

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.0875	0.0875	0.0875
56 - 292	0.0875	0.0875	0.0875
293 - 430	0.0875	0.0875	0.0875
431 - 925	0.0875	0.0875	0.0875
926 - 1910	0.0875	0.0875	0.0875
1911 - 3000	0.0875	0.0875	0.0875
3001 - 4250	0.2300	0.2300	0.2300
4251 +	0.2300	0.2300	0.2300

(B) Monthly Fee Per Toll Free Number \$10.00

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.4 Toll Free Service - Dedicated

#### 6.4.1 RP 1

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.0875	0.0875	0.0875
56 - 292	0.0875	0.0875	0.0875
293 - 430	0.0875	0.0875	0.0875
431 - 925	0.0875	0.0875	0.0875
926 - 1910	0.0875	0.0875	0.0875
1911 - 3000	0.0875	0.0875	0.0875
3001 - 4250	0.2300	0.2300	0.2300
4251 +	0.2300	0.2300	0.2300

(B) Monthly Fee Per Routing Arrangement \$40.00

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.4 Toll Free Service - Dedicated (Con't)

#### 6.4.2 RP 2

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.0975	0.0975	0.0975
56 - 292	0.0975	0.0975	0.0975
293 - 430	0.0975	0.0975	0.0975
431 - 925	0.0975	0.0975	0.0975
926 - 1910	0.0975	0.0975	0.0975
1911 - 3000	0.0975	0.0975	0.0975
3001 - 4250	0.2300	0.2300	0.2300
4251 +	0.2300	0.2300	0.2300

(B) Monthly Fee Per Routing Arrangement \$40.00



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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.5 Calling Card

#### 6.5.1 RP 1

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.1463	0.1024	0.1024
56 - 292	0.1647	0.1153	0.1153
293 - 430	0.1762	0.1227	0.1227
431 - 925	0.1890	0.1323	0.1323
926 - 1910	0.2000	0.1402	0.1402
1911 - 3000	0.2092	0.1465	0.1465
3001 - 4250	0.2238	0.1567	0.1567
4251 +	0.3305	0.3305	0.3305

(B) Fee Per Call      \$0.30

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**SECTION 6 - SWITCHED SERVICES RATES AND CHARGES**

6.5 Calling Card (Con't)

6.5.2 RP 2

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.1600	0.1600	0.1600
56 - 292	0.1600	0.1600	0.1600
293 - 430	0.1600	0.1600	0.1600
431 - 925	0.1600	0.1600	0.1600
926 - 1910	0.1600	0.1600	0.1600
1911 - 3000	0.1600	0.1600	0.1600
3001 - 4250	0.2300	0.2300	0.2300
4251 +	0.2300	0.2300	0.2300

(B) Fee Per Call \$0.30

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.5 Calling Card (Con't)

#### 6.5.3 RP 3

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.2300	0.2300	0.2300
56 - 292	0.2300	0.2300	0.2300
293 - 430	0.2300	0.2300	0.2300
431 - 925	0.2300	0.2300	0.2300
926 - 1910	0.2300	0.2300	0.2300
1911 - 3000	0.2300	0.2300	0.2300
3001 - 4250	0.2300	0.2300	0.2300
4251 +	0.3200	0.3200	0.3200

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.5 Calling Card (Con't)

#### 6.5.4 RP 4

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.2800	0.2800	0.2800
56 - 292	0.2800	0.2800	0.2800
293 - 430	0.2800	0.2800	0.2800
431 - 925	0.2800	0.2800	0.2800
926 - 1910	0.2800	0.2800	0.2800
1911 - 3000	0.2800	0.2800	0.2800
3001 - 4250	0.4900	0.4900	0.4900
4251 +	0.4900	0.4900	0.4900

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.6 Switched Digital Service

#### 6.6.1 Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.1927	0.1709	0.1709
56 - 292	0.2182	0.1851	0.1851
293 - 430	0.2323	0.1974	0.1974
431 - 925	0.2503	0.2106	0.2106
926 - 1910	0.2635	0.2229	0.2229
1911 - 3000	0.2786	0.2295	0.2295
3001 - 4250	0.2966	0.2418	0.2418
4251 +	0.3051	0.2474	0.2474

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.7 Cellular LD Services

#### 6.7.1 RP 1

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.5500	0.3300	0.3300
56 - 292	0.5500	0.3300	0.3300
293 - 430	0.5500	0.3300	0.3300
431 - 925	0.5500	0.3300	0.3300
926 - 1910	0.5500	0.3300	0.3300
1911 - 3000	0.5500	0.3300	0.3300
3001 - 4250	0.5500	0.5500	0.5500
4251 +	0.5500	0.5500	0.5500

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.7 Cellular LD Services (Con't)

#### 6.7.2 RP 2

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.5500	0.3500	0.3500
56 - 292	0.5500	0.3500	0.3500
293 - 430	0.5500	0.3500	0.3500
431 - 925	0.5500	0.3500	0.3500
926 - 1910	0.5500	0.3500	0.3500
1911 - 3000	0.5500	0.3500	0.3500
3001 - 4250	0.5500	0.3500	0.3500
4251 +	0.5500	0.3500	0.3500

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.7 Cellular LD Services (Con't)

#### 6.7.3 RP 3

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.5500	0.3500	0.3500
56 - 292	0.5500	0.3500	0.3500
293 - 430	0.5500	0.3500	0.3500
431 - 925	0.5500	0.3500	0.3500
926 - 1910	0.5500	0.3500	0.3500
1911 - 3000	0.5500	0.3500	0.3500
3001 - 4250	0.5500	0.5500	0.5500
4251 +	0.5500	0.5500	0.5500



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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.7 Cellular LD Services (Con't)

#### 6.7.4 RP 4

(A) Rates per minute or fraction thereof

Mileage	Day	Evening	Night/Weekend
0 - 55	0.4500	0.2500	0.2500
56 - 292	0.4500	0.2500	0.2500
293 - 430	0.4500	0.2500	0.2500
431 - 925	0.4500	0.2500	0.2500
926 - 1910	0.4500	0.2500	0.2500
1911 - 3000	0.4500	0.2500	0.2500
3001 - 4250	0.4500	0.2500	0.2500
4251 +	0.4500	0.2500	0.2500

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.8 Directory Assistance

Charge per Call \$1.25

### 6.9 Miscellaneous Charges

#### 6.9.1 Returned Check Charge

If a Customer's check is returned by the bank or by the institution on which the check is written, the Company may charge the Customer a return check charge. The amount of the return check charge is \$35.00.

### 6.10 Ancillary Charges

#### 6.10.1 Outbound Services Ancillary Feature Charges

	Monthly Recurring Charge	Non-Recurring Charge
Account Codes	-	\$25.00

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.10 Ancillary Charges (Con't)

#### 6.10.2TFS Ancillary Feature Charges

	Monthly Recurring Charge	Non-Recurring Charge
Area Code Selection	-	\$25.00
Retermination	-	\$25.00
Transfer of Calls Message	\$165 per Toll Free Number	-
TFS Directory Listing	\$20.00 per Toll Free Number	0.2500 per call

### 6.11 Miscellaneous Charges

#### 6.11.1 Returned Check Charge

If a Customer's check is returned by the bank or by the institution on which the check is written, the Company may charge the Customer a return check charge. The amount of the return check charge is \$35.00.

#### 6.11.12 Reinstatement Fee:

If a customer has been disconnected for non-payment and wishes to be reinstated after Payment has been secured, a \$50.00 fee will be assessed.

#### 6.11.2 Payphone Use Charge

An undiscountable \$0.55 per call charge is applicable to calls that originate from any domestic payphone used to access Services as follows. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with Service, applies for the use of the instrument used to access Service and is unrelated to the Service accessed from the payphone.

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## SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

### 6.11 Miscellaneous Charges (Con't)

#### 6.11.3 Universal Service Fee

Customers will be assessed a monthly USF Charge which is equal to 7.5% of the Customer's total net interstate retail charges (including usage, non-usage, and PICC) after the application of all other discounts and credits. USF charges are neither contributory to or eligible to receive discounts or are eligible to contribute to meeting minimum monthly usage requirements. A Customer will not be required to pay the USF charges if it demonstrates to the Company's reasonable satisfaction that the Customer is acquiring the Company's Service for resale, i.e. not for its own internal use.

#### 6.11.4 PICC Charge

The PICC charge is \$1.04 per residential line per month and \$4.28 per business line per month.

I/T  
I/T

#### 6.11.5 Miscellaneous Charges

If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also. The Customer is responsible for the payment of all such charges.

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## **SECTION 7 - SPECIAL PROMOTIONAL OFFERINGS**

### **7.1 Special Promotional Offerings**

The company will, from time to time, offer one or more of the following promotional offerings or trial Service offerings designed to attract new Customers, retain existing Customers, win back former Customers, stimulate Customer usage, test potential new Services and/or increase existing Customer awareness of Services by waiving or reducing certain rates, charges, fees, or penalties in response to media advertising, direct mail solicitation, telemarketing and/or direct sales presentations. These promotional offerings will be available to Customers who subscribe to one of the services contained in this Tariff. The promotional offerings may contain a requirement that the Customer remain subscribed to a particular Service for a period not to exceed three years. These offerings may be limited to certain dates, times of day and/or locations determined by the Company.