

TITLE SHEET

COMPETITIVE TELECOMMUNICATIONS SERVICES

This tariff applies to the Competitive Local and Interexchange Services furnished by New Jersey MSA LLC (the “Company”) in the State of New Jersey. This tariff is on file with the New Jersey Board of Public Utilities (“Board”). Copies are available for inspection during normal business hours at the Company’s principal place of business located at 948 Springer Drive, Lombard, IL 60148.

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of each respective sheet. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (D) Deleted or Discontinued Material
- (I) Change resulting in a rate increase
- (M) Moved from one tariff location to another
- (N) New rate or regulation
- (R) Change resulting in a rate reduction
- (T) Change in text only, no change in rate

TARIFF FORMAT

- A. Sheet Numbering** – Sheet numbers appear in the upper right corner of each page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 1 and 2 would be 2.1.
- B. Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Board. For example, “1st Revised Sheet 3” cancels “Original “Sheet 3,” an “2nd Revised Sheet 3” cancels “1st revised Sheet 3”. Because of various suspension periods, deferrals, etc., that the Board follows in its tariff approval process, the most current sheet number on file with the Board is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are various levels of paragraph coding. Each level of coding is subservient to its next higher level. For example:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** – When a tariff filing is made with the Board, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Board.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local and interexchange service by the Company to business Customers within the state of New Jersey. Services, features and functions will be provided where Company facilities, including but not limited to billing and technical capabilities, are available.

SERVICE AREAS

The Company will provide service within the serving areas of Verizon and AT&T and other Incumbent Local Exchange Carriers that serve the same exchanges as the Company within the state of New Jersey. The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the relevant ILEC's Local Exchange Services Tariff.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS

1.1 EXPLANATION OF ABBREVIATIONS AND ACRONYMS

CPE – Customer-Provided Equipment
ICB – Individual Case Basis
ICE – Independent Company Exchange
ICO – Independent Company
ILEC – Incumbent Local Exchange Carrier
IXC – Interexchange Carrier
LATA – Local Access and Transport Area
LEC – Local Exchange Company
MTS – Message Telecommunication Service
NPA – Numbering Plan Area
PIC – Primary Interexchange Carrier
TDD – Telephone Device for the Deaf
TRS – Telecommunications Relay Service

1.2 DEFINITION OF TERMS

Board means the New Jersey Board of Public Utilities.

Company means New Jersey MSA LLC.

Completed means a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Customer means the person or other entity which orders Service and is responsible for payment of charges due in compliance with the Company’s Tariff regulations. This term also includes a person who was a Customer of the Company within the prior thirty (30) days and who requests Service at the same or different location. For purposes of this Tariff, “Customer” shall refer to local, county, state or federal entities, and/or those persons or entities whose use of Service is or is represented to be primarily or substantially of a professional, business, institutional, occupational or commercial nature and who subscribe, from the Company or some other entity, to more than four access lines or to a service or services with a capacity for providing in the aggregate at least 256 DS0 equivalents for the transmission of voice and/or data.

Customer-Provided Equipment (CPE) means equipment provided by the Customer for use with the Company’s Service. CPE can include a station set, facsimile machine, key system, PBX, or other information, communication or power system.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS (cont’d)

1.2 DEFINITION OF TERMS (cont’d)

End User means any Customer or other person or entity that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an “End User” when such carrier uses the Company’s Service for administrative purposes.

Nonrecurring Charge means a one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

Recurring Charge means the monthly charge to the Customer for Service, facilities and equipment, which continue for the agreed-upon duration of the Service.

Service means any Telecommunications Service(s) provided by the Company under this Tariff.

Termination of Service means discontinuance of both incoming and outgoing Service.

User means a Customer, or any other person authorized by a Customer to use Service provided under this Tariff.

SECTION 2 – RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Regulatory Compliance

The Company will comply with all applicable billing and termination rules of the Board, as set forth by the Board.

2.1.2 Application of Tariff

- A. This Tariff sets forth terms and conditions applicable to the furnishing of the Local and Interexchange Service described herein offered by the Company within New Jersey. Service is furnished for the use of End Users within New Jersey.
- B. When Service and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the Service or facilities furnished by it.
- C. When Service and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Service and facilities.
- D. This Tariff applies only for the use of the Company's Service within New Jersey. This includes the use of the Company's network.
- E. The provision of Local Service defined herein is subject to the terms and conditions specified in this Tariff and may be revised, added to, or supplemented by superseding issues.
- F. The provision of Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

2.1.3 Shortage of Equipment or Facilities

- A. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and technical capabilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from carriers to furnish Service from time to time as required at the sole discretion of the Company.

SECTION 2 – RULES AND REGULATIONS (cont'd)**2.1.3 Shortage of Equipment or Facilities (cont'd)**

- B. The Company shall not be required to furnish, or to continue to furnish, facilities or Service where the circumstances are such that the proposed use of the facilities or Service would tend to adversely affect the Company's plant, property or Service.

2.1.4 Terms and Conditions

- A. In furnishing facilities and Service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to Customers for information services or communications.
- B. Service may be provided on the basis of a minimum period of at least one (1) month, 24 hours per day. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein. The Customer must pay the regular tariffed rate for the Service it subscribes to for the minimum period of service. If a Customer disconnects Service before the end of any minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period.
- C. Customers may be required to enter into written service orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Service, and the terms and conditions in this Tariff. Customers also will be required to execute any other documents reasonably requested by the Company.
- D. The Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to the Company for Service previously rendered until the debt is satisfied.
- E. This Tariff shall be interpreted and governed by the laws of New Jersey.

2.2 LIMITATIONS ON LIABILITY**2.2.1 Indemnification and Limits on Liability**

- A. Except where the Board, for good cause shown, determines otherwise, the Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company

shall not be liable for any claims, loss, damage or expenses (including attorneys' fees and court costs) involving:

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.2.1 Indemnification and Limits on Liability (cont'd)

1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service or facilities provided by the Company; or (c) common carriers, warehousemen or middle men;
2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, storms, or other natural catastrophes; pole hits; explosions; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, including rights-of-way and materials; and any law, order, regulation, direct, request, or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or Service in violation of this Tariff;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of Company-provided facilities or Service, or by means of the combination of Company provided facilities or Service with Customer-provided facilities or services;
5. Any infringement, breach or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone

used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.2.1 Indemnification and Limits on Liability (cont'd)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section 2.2;
7. Defacement of or damage to Customer premises resulting from the furnishing of Service or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of Service functionality or interruption of electric service to Customer's premises;

12. Any non-completion of calls due to network busy conditions or network failures;
13. Any calls not actually attempted to be completed during any period that Service is unavailable;

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.2.1 Indemnification and Limits on Liability (cont'd)

14. Blockages by other providers of services on the public switched network;
 15. Any damage to CPE resulting from use of that system with the Service; and
 16. Breach in the privacy or security of communications transmitted over the Company's facilities.
- B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer-provided equipment or facilities or Service provided by the Company.
- C. The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.
- D. The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such

facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

- E. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.2.1 Indemnification and Limits on Liability (cont'd)

- F. The Company is not liable for any errors and omissions in local directories. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.
- G. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- H. The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.
- I. When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.
- J. THE INCLUDED EXCULPATORY LANGUAGE DOES NOT CONSTITUTE A DETERMINATION BY THE BOARD THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHELD IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE BOARD RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.

SECTION 2 – RULES AND REGULATIONS (cont'd)**2.3 LIABILITY OF THE COMPANY****2.3.1 General**

- A. Except as otherwise stated in this Tariff, liability of the Company for damages arising out of either (1) the furnishing of its Service, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Service, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7 following.
- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7 following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

2.4 SERVICE AVAILABILITY**2.4.1 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Service. No specific advance notification period is applicable to all Service activities. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from a loss of power or damage to facilities or equipment, notification to the Customer may not be possible.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.4 SERVICE AVAILABILITY (cont'd)

2.4.2 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available Service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- D. Equipment the Company provides or installs at the Customer's premises for use in connection with the Service the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer may be responsible for the payment of Service charges as set forth herein for visits by Company agents or employees to the premises of the Customer or User when the Service difficulty or trouble reported results from use of equipment or facilities provided by a party other than the Company, including but not limited to Customer or User.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.4 SERVICE AVAILABILITY (cont'd)

2.4.2 Provision of Equipment and Facilities (cont'd)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any CPE or User-provided equipment. Where such equipment is connected to facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the transmission of signals by CPE or for the quality of, or defects in, such transmission; or
 2. the reception of signals by CPE.

2.4.3 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its affiliates, agents or contractors.

2.5 OBLIGATIONS OF THE CUSTOMER

2.5.1 General

- A. The Customer shall be responsible for:
1. The Company may require proof of identity and proof of address pursuant to N.J.A.C. 4:3-3.2 (d) and (e).

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.5 OBLIGATIONS OF THE CUSTOMER (cont'd)

2.5.1 (cont'd)

2. The payment of all applicable charges pursuant to this Tariff. The Company may require a deposit from an applicant for new Service in accordance with N.J.A.C. 14:3-3.4. A deposit may be waived if, according to Company's assessment, the applicant is a satisfactory credit risk. Pursuant to N.J.A.C. 14:3-3.4(c), Company may require a deposit from an existing Customer as a condition to the further provision of Service if, according to Company's assessment, the Customer has become a credit risk. When Service has been terminated or disconnected, Company will deduct any and all unpaid amounts from the deposit, and the difference will be refunded, if applicable. Interest rates applied to Customer deposits held by Company are prescribed by the Board;
3. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User, or by the noncompliance by the Customer or any User with these regulations, or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

SECTION 2 – RULES AND REGULATIONS (cont'd)**2.5 OBLIGATIONS OF THE CUSTOMER (cont'd)****2.5.1 General (cont'd)**

4. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;
5. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
6. Making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

2.5.2 Prohibited Activities and Uses

- A. The Service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A Customer or User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another person or entity if the existing Customer has paid all charges owed to the Company for Service provided pursuant to this Tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.5 OBLIGATIONS OF THE CUSTOMER (cont'd)

2.5.3 Claims

Notwithstanding Section 2.2 and 2.3 herein, with respect to any Service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs for:

- A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees; or
- B. Any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Tariff.

2.6 CUSTOMER EQUIPMENT AND CHANNELS

2.6.1 General

A User may transmit or receive information or signals via the facilities of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this Tariff, the Company does not guarantee that its Service will be suitable for purposes other than those described herein.

SECTION 2 – RULES AND REGULATIONS (cont'd)**2.6 CUSTOMER EQUIPMENT AND CHANNELS (cont'd)****2.6.2 Station Equipment**

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.
- B. The Customer is responsible for ensuring that CPE connected to the Company equipment and facilities is compatible with such equipment and facilities. All such CPE shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C. The Company is not responsible for malfunctions of Customer-owned telephone sets or other CPE, or for misdirected calls, disconnects or other Service problems caused by the use of CPE.

2.6.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. The Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this Tariff and the tariff of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this Tariff may be connected to CPE in accordance with the provisions of this Tariff.

SECTION 2 – RULES AND REGULATIONS (cont'd)**2.6 CUSTOMER EQUIPMENT AND CHANNELS (cont'd)****2.6.4 Inspections**

If the protective requirements for CPE are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

2.7 OUT OF SERVICE CONDITIONS**2.7.1 General**

- A. Pursuant to N.J.A.C. 14:10-2.3, in the event the Customer's service is interrupted other than by the negligence or willful act of the Customer and it remains out of service for a period of 24 hours or more after being reported to be out of service, appropriate adjustments or refunds shall be made upon request of the Customer. If the Customer's service is interrupted for more than 72 hours after being reported or discovered, the telephone utility shall adjust the Customer's bill or provide a refund, regardless of whether the Customer makes such a request. However, the Board may, in accordance with N.J.A.C. 14:10-1A.10(a), suspend application of this provision.
- B. No credit allowance will be made for an out of service condition that is:
1. the result of a negligent or willful act on the part of the Customer or due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
 2. the result of the negligence of, or noncompliance with the provisions of this Tariff by the Customer, User, or other common carrier providing service connected to the Service of the Company;

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.7 OUT OF SERVICE CONDITIONS (cont'd)

2.7.1 General (cont'd)

3. the result of a malfunction of Customer-owned telephone equipment or inside wiring;
4. the result of, or is extended by, an emergency situation;
5. extended by the Company's inability to gain access to the Customer's premises due to the Customer missing an appointment, provided that the violation is not further extended by the Company;
6. the result of a Customer request to change the scheduled appointment, provided that the violation is not further extended by the Company;
7. the result of a Company's right to refuse service to a Customer;
8. the result of a lack of facilities where a Customer requests service at a geographically remote location, a Customer requests service in a geographic area where the Company is not currently offering service, or there are insufficient facilities to meet the Customer's request for service, subject to a Company's obligation for reasonable facilities planning; or
9. the result of a use during a period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or
10. as a result of circumstances or causes beyond the control of the Company.

SECTION 2 – RULES AND REGULATIONS (cont'd)**2.7 OUT OF SERVICE CONDITIONS (cont'd)****2.7.1 General (cont'd)**

- C. For the purposes of applying this provision, “out of service” means that, after reporting an out of service condition to the local exchange carrier, the Customer still has no dial tone, cannot be called, or cannot call out. This defined term excludes call blocking or any other intentional alteration to a Customer’s calling or call receiving ability. Out of service does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network capacity shortages. Nor shall the out of service allowance apply where Service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of this Tariff, suspends or terminates Service because of nonpayment of bills due to the Company, unlawful or improper use of facilities or Service, or any other reason covered by this Tariff. No allowance shall be made for an out of service condition due to electric power failure.

2.8 PAYMENT ARRANGEMENTS**2.8.1 Payment**

The Customer is responsible for the payment of all charges for facilities and Service furnished by the Company to the Customer and to all Users authorized by the Customer, and for all calls charged to the Customer’s line where any person answering the Customer’s line agrees to accept such charge.

2.8.2 Billing and Collection of Charges

- A. Bills will contain the information required by N.J.A.C. 14:10-2.1 and 14:10-2.2. All Customer bills are due and payable on or before the due date provided on the bill. If any portion of the bill is received by the Company more than seven (7) days after the due date, or if any portion of the payment is received in funds which are not immediately available, then a late payment penalty may be assessed by the Company and the Company may proceed with collection activities.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.8 PAYMENT ARRANGEMENTS (cont'd)

2.8.2 Billing and Collection of Charges (cont'd)

- B. If objection is not received by the Company within three (3) months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer, provided that the Customer shall, within twelve (12) months of the rendering by the Company of the disputed bill, be able to bring the matter to the Board for resolution.
- C. When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge in an amount up to \$25.00.

2.8.3 Disputed Bills

If the Customer has a complaint, or has a question about or seeks to dispute charges on the bill, the Customer should contact the Company at the address, telephone number, or mail address provided on the bill.

In case of a billing dispute between Customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, Customer may enter the following arrangement pursuant to N.J.A.C. 14:3-7.6.

- A. First, Customer requests, and Company will comply with the request, an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the Due By Date shown on the bill or the Service will be subject to disconnection if Company has notified Customer by written notice of such delinquency and impending termination.
- C. If there is still disagreement after the investigation and review by a manager of Company, Company will inform the Customer that the Customer may appeal to Board for its investigation and decision.
- D. Company will not disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.8 PAYMENT ARRANGEMENTS (cont'd)

2.8.3 (cont'd)

- E. Company will respond to the Board's requests for information within five (5) business days.
- F. The Board will review the claim regarding the disputed amount, communicate the results of its review to Customer, and require disbursement according to those results.
- G. After the investigation and review are completed by Company as noted in subsection A, above, if Customer elects not to deposit the amount in dispute with Board, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.
- H. The address and telephone number of the Board are:

New Jersey Board of Public Utilities
Two Gateway Center (8th Floor)
Suite 801
Newark, New Jersey 07102
1-800-624.0241 (Phone)

2.8.4 Late Payment Charges

- A. Customer bills are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% may be applied to all amounts previously billed under this Tariff, excluding one month's Service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

- C. Late payment charges do not apply to final accounts.

SECTION 2 – RULES AND REGULATIONS (cont'd)**2.8 PAYMENT ARRANGEMENTS (cont'd)****2.8.5 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before Service and facilities are furnished. The advance payment for residential Customers will not exceed an amount equal to one-twelfth the annual estimated recurring charges for the Service or facility. The amount for business Customers shall not exceed two and one-half month's estimated recurring charges for the Service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment for special construction will be credited to Customer's initial bill.

2.8.6 Backbilling

Pursuant to N.J.A.C. 14:10-2.2, if the incorrect rate billed was higher than the correct rate, the Company shall credit or refund the Customer for the amount overcharged. The Company will refund or credit the full amount within the next two billing cycles after the incorrect billing was discovered. If the incorrect rate billed was lower than the correct rate, or the Company has failed to bill the Customer, the Company shall allow the Customer to repay the amount over a period no shorter than the time period for which the billing was incorrect or absent, or the Customer and the Company may make other payment arrangements by mutual agreement. Pursuant to N.J.A.C. 14:10-2.2(e), the Company will neither back bill a Customer, nor refund or credit a Customer, for incorrect billing that occurred: 1. For a wholesale Customer, more than 18 months prior to the month in which the billing error was discovered; and 2. For a retail Customer, more than six years prior to the month in which the billing error was discovered.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.9 DISCONTINUANCE OF SERVICE

2.9.1 Suspension or Termination of Service for Nonpayment

Company may discontinue Service without liability upon ten (10) days written notice to the Customer via first-class mail prior to discontinuance of Service:

- A. For violation of this Tariff, including without limitation, non-payment of bills for Service, refusal to provide Company with either a deposit or advance payment, or failure to meet Company's credit requirements; or
- B. For failure of the Customer to make proper application for Service including, without limitation, the provision of false information; or
- C. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction.

In accordance with N.J.A.C. 14:3-3A.3. Company will provide the Customer with written notice via first class U.S. Mail stating the reason for discontinuance.

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

2.9.2 Exceptions to Suspension and Termination for Nonpayment

Service shall not be suspended or terminated for:

- A. Nonpayment for Service for which a bill has not been rendered;
- B. Nonpayment for Service which has not been rendered;
- C. Nonpayment of any billed charge which is in dispute during the period before a determination of the dispute is made by the Company in accordance with the Company's complaint handling procedures.

SECTION 2 – RULES AND REGULATIONS (cont'd)**2.9 DISCONTINUANCE OF SERVICE (cont'd)****2.9.3 Termination for Cause Other than Nonpayment**

The Company after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate Service and sever the connection(s) from the Customer's premises under the following conditions:

- A. In the event of prohibited, unlawful or improper use of the facilities or Service, or any other violation by the Customer of this Tariff or the rules and regulations governing the facilities and Service; or
- B. If, in the judgment of the Company, any use of the facilities or Service by the Customer may adversely affect the Company's personnel, plant, property or Service. The Company shall have the right to take immediate action, including termination of the Service and severing of the connection, without notice to the Customer when injury or damage to personnel, plant, property or Service is occurring, or is likely to occur; or
- C. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or Service received from the Company; or
- D. In the event that Service is connected for a Customer who is indebted to the Company for Service or facilities previously furnished, that Service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification.

2.9.4 Prohibited, Unlawful or Improper Use of Facilities or Service

Prohibited, unlawful or improper use of the facilities or Service includes, but is not limited to:

- A. The use of facilities or Service of the Company without payment of Tariff charges;
- B. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- C. The use of profane or obscene language;

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.9 DISCONTINUANCE OF SERVICE (cont'd)

2.9.4 Prohibited, Unlawful or Improper Use of Facilities or Service (cont'd)

- D. The use of the Service in a manner such that it interferes with the Service of other Customers or prevents them from making or receiving calls;
- E. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the Service; or
- F. Permitting fraudulent use.

2.9.5 Abandonment or Unauthorized Use of Facilities

- A. If the Company determines that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate the Service.
- B. The Company may suspend or terminate service for abandonment or unauthorized use if the Company makes a reasonable attempt to determine occupancy or authorized use, or the Customer takes reasonable steps to prevent unauthorized use. A notice will be sent to the Customer five (5) days before such suspension or termination. The notification requirement is waived when previous mailings were returned by the Post Office or the Company is advised that a new Customer has moved into the location.
- C. In the event that Service is terminated for abandonment of facilities or unauthorized use and Service is subsequently restored to the same Customer at the same location:
 - 1. No charge shall apply for the period during which Service has been terminated; and
 - 2. Reconnection charges will apply when Service is restored. However, no charge shall be made for reconnection if the Service was terminated due to an error on the part of the Company.

SECTION 2 – RULES AND REGULATIONS (cont'd)**2.9 DISCONTINUANCE OF SERVICE (cont'd)****2.9.6 Change in Company's Ability to Secure Access**

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary facilities and equipment, or (b) to secure and retain suitable space for its plant and facilities in the building where Service is provided to the Customer may require termination of a Customer's Service until such time as new arrangements can be made. Under such circumstances, no charges will be assessed the Customer while Service is terminated, and no connection charges will apply when Service is restored.

2.9.7 Emergency Termination of Service

The Company will immediately terminate the Service of any Customer, on request, when the Customer has reasonable belief that the Service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.10 TAXES AND OTHER CHARGES

The Customer may be responsible for payment of any Federal, New Jersey or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Service by governmental jurisdictions, other than taxes imposed generally on the Company's net income.

2.11 USE OF CUSTOMER'S SERVICE BY OTHERS**2.11.1 Customers and Authorized Users**

Services provided hereunder are provided solely for the use of the Customer, except for occasional use of such Service by visitors and other invitees. Customers may not resell such Service to a third party for any form of compensation.

SECTION 2 – RULES AND REGULATIONS (cont'd)**2.11 USE OF CUSTOMER'S SERVICE BY OTHERS (cont'd)****2.11.2 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Service and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Transfer of all or a portion of a Customer's account, the Service or the Company's equipment by the Customer to any other person or entity, or to a new residence or other location, is prohibited.

2.12 CANCELLATION OF SERVICE

If a Customer cancels a service order or terminates Service before the completion of the term for any reason whatsoever other than a Service interruption (A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff), the Customer agrees to pay to the Company:

- A. All nonrecurring charges as specified in this Tariff; plus
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. All recurring charges specified in this Tariff for the balance of the then-current term.

2.13 NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be delivered via e-mail and/or first-class mail. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 2 – RULES AND REGULATIONS (cont'd)**2.14 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS****2.14.1 Special Construction and Non-Routine Maintenance**

- A. Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction, special arrangements, and non-routine maintenance may be undertaken on a reasonable-efforts basis at the request of the Customer. Such special construction, special arrangements and non-routine maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this Tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal tariff conditions. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays and/or nights, additional charges may apply.

2.14.2 Where the Company furnishes a facility or Service for which a rate or charge is not specified in this Tariff, charges will be based on the costs incurred by the Company and may include:

- Nonrecurring charges;
- Recurring charges;
- Termination liabilities; or
- Combinations thereof.

The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated service of the facilities provided.

2.14.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.15 INDIVIDUAL CASE BASIS ARRANGEMENTS

Rates for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different than those specified for such service in this Tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

SECTION 3 – SERVICE DESCRIPTIONS

3.1 TRIAL SERVICES

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Board approval. Such trials are limited to a maximum of six (6) months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 HIGH CAPACITY TRANSMISSION SERVICES

3.2.1 General Description of Service

High Capacity Transmission Services provide a point-to-point, point-to-multipoint, and multipoint-to-multipoint dedicated connection between one or more Customer-defined locations and/or the Company. The service may utilize Ethernet interfaces, optical fiber and/or coaxial cable facilities, is scalable from 1 Mbps to 10 Gbps, and will be designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. All requesting Customers shall have non-discriminatory access to ICB Services and facilities at nondiscriminatory rates, terms and conditions.

3.3 LOCAL INTERCONNECTION SERVICE

3.3.1 Description of Local Interconnection Service

- A. Local Interconnection Service enables two-way interconnection between a Customer's facilities and the public switched telephone network ("PSTN"), and access to related services described herein. The Service provides interconnection for voice calls within the Customer's local calling area or other geographic areas defined by the Company. Local Interconnection Service utilizes soft switch technologies.
- B. Local Interconnection Service is offered only to facilities-based providers of interconnected VoIP services and provides access to, but does not include, domestic and international toll service, operator services, telephone number resources, 911 capabilities, and other services as defined by the Company and the Customer. These additional services are available on an Individual Case Basis upon the Customer's request.

SECTION 3 – SERVICE DESCRIPTIONS (cont’d)**3.3 LOCAL INTERCONNECTION SERVICE (cont’d)****3.3.1 Description of Local Interconnection Service (cont’d)**

- C. Facilities and equipment of a type and/or quantity necessary to provide Local Interconnection Service may not be available on a ubiquitous basis in the Company’s service area(s). Local Interconnection Service is available to Customers only where the Company (a) has suitable facilities and can operate in a technically and economically feasible manner, and (b) has been authorized to provide Service.
- D. In order to make use of Local Interconnection Service, the Customer’s facilities must consist of an IP-based, broadband network that uses a Cable Modem Termination System (“CMTS”). Local Interconnection Service does not support Customers providing services to End Users that operate using a different format.
- E. Local Interconnection Service does not support “nomadic” VoIP services. The Customer must provide its services to each End User at a fixed service address.

3.3.2 Availability of Local Interconnection Service on an Individual Case Basis

- A. Upon receipt of a bona fide request for Local Interconnection Service from a Customer, the Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this tariff.
- B. Recurring and nonrecurring costs for components of Local Interconnection Service other than those identified in Section 4 will be developed on an Individual Case Basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd)**3.3 LOCAL INTERCONNECTION SERVICE (cont'd)****3.3.3 Customer Use of Local Interconnection Service**

- A. The Customer shall, at its sole cost, be responsible for providing all equipment, software, facilities, and IP connectivity necessary for the Customer to provide interconnected VoIP service to its End Users. The IP-based, broadband connecting facility between Customer and End Users, the CMTS, the soft switch, the connecting facilities to the Company's media gateway, and all Customer premises equipment must be provided by the Customer or its End Users and is not included as part of Local Interconnection Service.
- B. The Customer must provide the proper signaling information for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two (2) months in any twelve (12) month period the Customer sends calls to the Company lacking required signaling information in excess of five percent (5%) of all calls during such months, the Company may terminate Local Interconnection Service to the Customer immediately with no liability from the Company to the Customer for such termination.
- C. The Customer shall input, validate, and maintain accurate End User information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to Automatic Local Identification ("ALI") Database, Directory Listing information, Line Information Database ("LIDB"), and Caller ID with NAME Database ("CNAM"). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").

SECTION 3 – SERVICE DESCRIPTIONS (cont’d)**3.3 LOCAL INTERCONNECTION SERVICE (cont’d)****3.3.3 Customer Use of Local Interconnection Service (cont’d)**

- D. The Customer shall not: (a) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM-originated traffic appear to be IP-originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (b) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.
- E. Local Interconnection Service is limited to End Users physically located in areas served by the Company. The Customer shall in all cases assign telephone numbers to End Users based on the End Users’ locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. Unless otherwise agreed by the Company and the Customer on an Individual Case Basis, Local Interconnection Service is not to be used with any “virtual numbering” or foreign-exchange-like arrangements.
- F. The Company and the Customer will conduct interoperability testing prior to the Customer’s implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company’s approval. The Company may terminate (without liability) Local Interconnection Service where proper interoperability testing has not been completed.

3.3.4 Telephone Number Resources and Local Number Portability

- A. Upon Customer request, the Company will assist the Customer in obtaining telephone number resources through a third-party service provider.
- B. The Customer shall bear responsibility for all costs incurred by the Company in the provision of telephone number resources to the Customer’s End Users, including any charges or liability resulting from the Customer’s use of services provided by a third-party service provider. Such costs are not included in the rates specified in Section 4 of this tariff.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd)**3.3 LOCAL INTERCONNECTION SERVICE (cont'd)****3.3.5 Telephone Number Resources and Local Number Portability (cont'd)**

- C. The Customer may act as the Company's agent in obtaining End User requests to port a telephone number from a third-party telecommunications provider to the Company so that the Customer may provide interconnected VoIP service to the End User using that ported number ("Port-In"). The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of Customer ports) upon request, and shall indemnify, defend, and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21(m).
- D. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to an End User ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.

3.3.5 911 Capabilities

- A. The Company will assist the Customer in the provision of 911 capabilities to its End Users through a third-party service provider and subject to the limitations stated herein.
- B. The Customer shall bear responsibility for all costs incurred by the Company in the provision of 911 capabilities to the Customer's End Users, including any charges or liability resulting from the Customer's use of services provided by a third-party service provider. Such costs are not included in the rates specified in Section 4 of this tariff.
- C. The Customer shall ensure that an End User does not use Local Interconnection Service from a location different from the End User's address and shall further ensure that telephone numbers are assigned to

End Users whose primary address is within the rate center (as defined by the ILEC) associated with such telephone number.

SECTION 3 – SERVICE DESCRIPTIONS (cont’d)

3.3 LOCAL INTERCONNECTION SERVICE (cont’d)

3.3.5 911 Capabilities (cont’d)

- D. 911 capabilities may not function, or may not function properly: (a) if a telephone number is assigned to an End User located outside of the ILEC rate center associated with such telephone number; (b) if an End User attempts a 911 call from a location different from the End User’s address provided to the Company by the Customer; (c) during a disruption of power at the End User location; (d) during a loss of connectivity to the End User location due to network outages or other degradations of service, whether in the Company’s network or an interconnecting network; (e) during any period where service to an End User has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (f) if incorrect or invalid End User address information is provided, or if such information is not updated in the event of a change in primary location; or (g) if equipment provided to or used by the End User fails to function or is improperly installed or configured.
- E. 911 capabilities may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.
- F. The Customer’s agreements with End Users shall contain the following: (a) an explanation of the limitations on the functionality of 911 capabilities noted herein, which the Company may supplement from time to time; and (b) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 capabilities to function properly for the reasons set forth in this Section.
- G. Limitation of Liability. See Sections 2.2.1.A(5) and (11) of this Tariff.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd)

3.3 LOCAL INTERCONNECTION SERVICE (cont'd)

3.3.6 Directory Listings

- A. The Company will assist the Customer in the provision of directory listings to its End Users through third-party providers.
- B. The Customer shall bear responsibility for all costs incurred by the Company in the provision of directory listing services to the Customer's End Users, including any charges or liability resulting from the Customer's use of services provided by a third-party service provider. Such costs are not included in the rates specified in Section 4 of this tariff.
- C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories by such any third-party service provider, or in accepting listings as presented by the Customer on behalf of any such third-party service provider.

SECTION 4 – RATES

4.1 RATES

4.1.1 General

- A. The rates set forth below apply generally, although the Company will negotiate Customer contracts based on volume and other reasonable, individualized considerations.
- B. Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this Tariff.
- C. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
- D. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.

4.1.2 Rates and Charges

A. Non-Recurring Charges

1. Local Interconnection Service Non-Recurring Charge

Facilities used in the provision of Local Interconnection Service are constructed to meet specification negotiated by the Company and the Customer on an Individual Case Basis. Charges are offered to the Customer in writing and on a nondiscriminatory basis.

4.1.2 Rates and Charges (Cont'd)

2. Early Termination Charges

If a Customer terminates service prior to the expiration of the term of the contract without cause, the Customer will be required to pay an early termination charge as set forth in the contract for service.

3. Third Party Vendor Charges

Customers also may be charged for certain charges incurred by the Company (at the Customer's instruction) in obtaining services from third party vendors. At the earliest opportunity, the Customer will be advised of the nature of the charges and the estimated amount of the charges.

4. Reconnection Fee

Customers will be charged a reconnection fee of \$25.00 to reconnect service after service has been suspended. This fee is due at the time service is restored.

5. Nonsufficient Funds Charge (NSF Checks)

The NSF check charge shall be \$25.00, or the highest amount permitted by law. This charge applies when a check has been returned by the bank for non-payment.

6. PIC/LPIC Change Charge

Initial PIC/LPIC selections will be processed at a \$5.00 charge per line, which may be waived if the Customer chooses the Company at its long distance provider. A nonrecurring \$5.00 charge shall be applicable to all subsequent PIC/LPIC changes. If a PIC/LPIC change is initiated by an IXC on behalf of the Customer, and the Customer denies having made a change, and the IXC is unable to produce documentation of the change with a letter of agency signed by the Customer, then the Customer will be reassigned to its previously PIC/LPIC and the charge will be assessed to the IXC.

4.1.2 Rates and Charges (cont'd)

7. Technician Dispatch Charge

This charge applies when the Company dispatches either its own, or a third-party technician, to a customer premises to test the line from the central office, up to the demarcation point, and the line tests clear (no trouble found in the Company facilities). No Technician Dispatch Charge shall apply if the customer subscribes to an inside wire maintenance plan, or trouble is found on the network side of the demarcation point. This charge is calculated from the time Company personnel are dispatched to the Customer Premises, until work is completed. After the first thirty (30) minutes, time is billed in fifteen (15)-minute increments.

\$50 for first 30 minutes, then \$75 each hour (Mon-Fri 8 am-5 pm)|
\$75 for first 30 minutes, then \$95 each hours (Mon-Fri after 5 pm;
weekends)

8. Bill Copies

\$10.00 per copy

Additional and alternate bill copies will be available upon a Customer's request. An additional bill copy is a secondary copy of the Customer's initial bill and an alternate bill copy is an additional bill sent to a different address other than the billing address. Charges for the additional and alternate bill copies are noted above.

9. Account Handling Charge

\$30.00 for each subsequent attempt

Account Handling Charge is assessed to a Customer's account for each Company attempt to return an outstanding credit balance to the Customer if a first mailing is returned undeliverable. This charge is for maintaining the account after the initial attempt and for each subsequent attempt. This charge will not be assessed more than twice a year.

4.1.2 Rates and Charges (cont'd)

10. Payphone Surcharge

\$0.70 per call

Payphone Surcharge is applied to intrastate, interstate and international calls that originate from any domestic pay telephone used to access Company services. This charge is in addition to standard tariffed usage charges and surcharges.

11. Order Charge

\$20.00 per order

This charge will apply per order on POTS and IA for the following actions: ANI Swap, business to residential conversion, residential to business conversion, Change of Ownership, Add/Change/Remove Directory Listing, Add/Change/Remove Blocking Features, Add/Change/Remove Features, Add/Change/Remove Voicemail, RCF install, POTS-to-RCF conversion, package change, changes to seasonal lines.

This charge also will apply per order on Toll Free ANIs for actions including but not limited to: Adding a Toll Free number, porting a Toll Free number, disconnecting a Toll Free number, changes such as area of service, POTS change, PIN change, blocking certain numbers, or allowing certain numbers.

12. Non-Standard Report Request

An Order Charge (described and listed in Section 5.1.10 of this tariff) will apply per report when a Customer makes a non-standard report request, including but not limited to Traffic Reports and LMS Detail Requests. An individual Order Charge will be applied for each report. Separate reports are required for each month or invoice, location, and account.

4.1.2 Rates and Charges (cont'd)

13. Service Charges

All rates apply on a per line basis unless otherwise noted.

Line Installation	\$40.00
Move Line	\$40.00
Order Charge (per order)	\$20.00
Group Billing – Initial Set-up	\$20.00
Group Billing – Subsequent Changes	\$5.00
Group Billing – Disassociation Charge	\$5.00
Premise Visit	\$25.00
Schedule I – Initial 30 minutes	\$60.00
Schedule I – Initial 15 minutes	N/A
Schedule I – Add'l 15 minute increments	\$25.00
Schedule II – Initial 30 minutes	\$60.00
Schedule II – Initial 15 minutes	N/A
Schedule II – Add'l 15 minute increments	\$25.00
Schedule III – Initial 30 minutes	\$70.00
Schedule III – Initial 15 minutes	N/A
Schedule III – Add'l 15 minute increments	\$30.00
Toll Free	
Installation	N/A
Directory Assistance Set-up/number	\$35.00
Route Advance	\$75.00
Emergency Resp. Org. Change/ number pass plus through of national resp. org. charges	\$50.00
Directory Change Charge	\$35.00
Directory Expedite Charge/number	\$65.00
Tailored Call Coverage	\$20.00
Route Overflow	\$75.00
Bill to Term	\$75.00
Geo Routing	\$75.0a0
Message Referral	\$75.00
Percent Allocation	\$75.00
Repeat Caller	\$75.00
Time Routing	\$75.00
Toll Free Voice Mail	\$75.00
Uniform Call Distribution	\$75.00

4.1.2 Rates and Charges (cont'd)

Account Codes – Customized Package	
Set-up	\$10.00
Change Charge/occurrence	\$7.00
Circuit-Based Services	
ASR Supplement	\$50.00
Expedite Fee	\$250.00
LEC Expedite Fee	Pass-through from LEC
Order Change – 2 nd and subsequent	\$100.00
Order Cancellation – before order is submitted to LEC	\$75.00
Order Cancellation – after order is submitted to LEC	Pass-through from LEC

14. Service Order Charge – Business Customers

\$40.00

A Service Order Charge applies per Customer order for all work or services ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a Customer’s request for service.

B. Recurring Charges

1. Local Interconnection Port

Per T-1 equivalent, per month: \$1,500.00

2. Local Interconnection Line Rate

Per residential End User per month: \$17.00
 Per commercial End User per month: \$28.00

4.1.2 Rates and Charges (Cont'd)

3. **Rate Table 1: Long Distance and 800 Services**

	<u>Rate</u>
A. Commercial Switched Outbound (1+)	
Billing Minimum: six (6) seconds	
Billing Increments: six (6) seconds	
Intrastate/IntraLATA	\$0.0550
B. Commercial Switched Inbound	
Billing Minimum: thirty (30) seconds	
Billing Increments: six (6) seconds	
Intrastate/IntraLATA	\$0.1545
C. Commercial Dedicated Outbound	
Billing Minimum: six (6) seconds	
Billing Increments: six (6) seconds	
Intrastate/IntraLATA	\$0.0400
D. Commercial Dedicated 800/877/888 Inbound	
Billing Minimum: thirty (30) seconds	
Billing Increments: six (6) seconds	
Intrastate/IntraLATA	\$0.0650

4.1.2 Rates and Charges (cont'd)

4. Rate Table 2: Calling Cards

Intrastate Calling Card Rate: \$0.15 / minute

5. Rate Table 3: PRI T-1/Digital T-1

	Monthly Recurring Charge
PRI T1 1-year term	\$2000.00
PRI T1 2-year term	\$1800.00
PRI T1 3-year term	\$1600.00
Digital T1 1-year term	\$2000.00
Digital T1 2-year term	\$1800.00
Digital T1 3-year term	\$1600.00

* A \$300.00 nonrecurring install charge applies to all PRI T1 and Digital T1.

6. Rate Table 4: PS/ALI

A. Standard PS/ALI

Nonrecurring Charges: \$50.00 per 10 numbers, or fraction thereof, for initial installation.
 Standard change charge, plus \$50 per 10 numbers, or fraction thereof, for subsequent additions or changes.
 Monthly Charge: \$0.25 per number

B. Advanced PS/ALI

Nonrecurring Charges: \$2000.00 initial installation charge
 \$500.00 per subsequent change requiring a Profile update with the database provider.
 \$50.00 per subsequent change requiring modification to the Initial Load File
 Monthly Charge: \$0.25 per number

4.1.2 Rates and Charges (cont'd)

7. Rate Table 5: Directory Assistance Service

A customer may request a maximum of two requests per DA call.

Local DA (Local, IntraLATA, Intrastate) – \$1.99 per call

8. Rate Table 6: Reserved for Future Use

4.1.3 ICB Charges

ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis.

4.2 PROMOTIONAL OFFERINGS

The Company may from time to time elect to offer temporary promotional programs that shall waive, for a specified period of time, in whole or in part (1) any installation fee and/or (2) any recurring or nonrecurring fees for any Services other than intrastate toll service to introduce present or potential Customers to a service not previously received by the Customer.

4.3 EMPLOYEE RATES

The Company may offer special rates or rate packages to its employees or employees of its affiliates.