

**TITLE PAGE**

**GETGO COMMUNICATIONS LLC**

**REGULATIONS AND SCHEDULE OF INTERSTATE ACCESS RATES**

**APPLICABLE TO  
THE FURNISHING OF INTERSTATE ACCESS SERVICES**

This tariff includes the rates, charges, terms and conditions of service for the provision of Interstate Access Telecommunications Services by GetGo Communications LLC throughout the United States. This tariff is available for public inspection during normal business hours at the GetGo Communications LLC principal offices at 10 Exchange Place, Suite 1710, Jersey City, NJ 07302. This Tariff is on file with the Federal Communications Commission.

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**ISSUING CARRIER**

GetGo Communications LLC

**CONCURRING CARRIERS**

NONE

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**CHECK SHEET**

The sheets listed below, which are inclusive of this Tariff, are effective as of the date shown at the top of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

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\* – Indicates those pages included with this filing.

## **SYMBOLS SHEET**

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

- |   |   |  |
|---|---|--|
| C | - | To signify changed rate, term or condition   |
| D | - | To signify discontinued rate, term or condition  |
| I | - | To signify increased rate  |
| M | - | To signify text moved from another tariff location, but no change in rate, term or condition |
| N | - | To signify new rate, term or condition   |
| R | - | To signify reduced rate  |
| T | - | To signify changed text or regulation, but no change in rate, term or condition              |

**TARIFF FORMAT**

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the 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 14 and 15 would be 14.1.

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 Federal Communications Commission ("FCC"). For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., that the FCC follows in its tariff approval process, the most current sheet number on file with the FCC is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine 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.  
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 FCC, 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 the symbols given on the symbols sheet. There will be no other symbols used on this page if these are the only changes made to it (i.e., the format 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 FCC.

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS****1.1 EXPLANATION OF ABBREVIATIONS AND ACRONYMS**

|                    |   |
|--------------------|---|
| ASR                | - Access Service Request                                |
| ANI                | - Automatic Number Identification                       |
| BHSA               | - Busy Hour Session Attempt                             |
| Bps                | - Bits per second                                       |
| CC                 | - Committed Capacity                                    |
| CE-VLAN            | - Customer-edge VLAN                                    |
| CSP                | - Concurrent Session Path                               |
| CIC                | - Carrier Identification Code                           |
| CMRS               | - Commercial Mobile Radio Service                       |
| CSCF               | - Call Session Control Function                         |
| Cont'd             | - Continued   |
| DS1                | - Digital Signal Level 1                                |
| ENNI               | - External Network to Network Interface                 |
| FCC                | - Federal Communications Commission                     |
| Gbps               | - Gigabits per second                                   |
| ICB                | - Individual Case Basis                                 |
| ICO                | - Independent Company                                   |
| ICE                | - Independent Company Exchange                          |
| IETF               | - Internet Engineering Task Force                       |
| ILEC               | - Incumbent Local Exchange Carrier                      |
| IMS                | - IP Multimedia Subsystem                               |
| IP                 | - Internet Protocol                                     |
| IXC                | - Interexchange Carrier                                 |
| Kbps               | - Kilobits per second                                   |
| LATA               | - Local Access and Transport Area                       |
| LEC                | - Local Exchange Carrier                                |
| Mbps               | - Megabits per second                                   |
| MEF                | - Metro Ethernet Forum                                  |
| MEN                | - Metro Ethernet Network                                |
| MGW                | - Media Gateway function                                |
| MGCF               | - Media Gateway Control Function\                       |
| MOS <sub>CQE</sub> | - Mean Opinion Score, Conversational Quality, Estimated |
| MOU                | - Minutes of Use  |
| MSA                | - Market Service Area                                   |
| MTS                | - Message Telecommunication Service                     |
| NPA                | - Numbering Plan Area                                   |
| NRC                | - Non-Recurring Charge                                  |
| OMC                | - Operations Management Center                          |
| OVC                | - Operator Virtual Connection                           |
| PBX                | - Private Branch Exchange                               |
| PIC                | - Primary Interexchange Carrier                         |

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## **SECTION 1 – DEFINITIONS AND ABBREVIATIONS**

### **1.1 EXPLANATION OF ABBREVIATIONS AND ACRONYMS**

|        |   |
|--------|---|
| PIU    | - Percent Interstate Usage                |
| POP    | - Point of Presence                       |
| PSTN   | - Public Switched Telephone Network       |
| PSAP   | - Public Safety Answering Point or Agency |
| SBC    | - Session Border Controller               |
| SIP    | - Session Initiation Protocol             |
| S-VLAN | - Service VLAN                            |
| TDD    | - Telephone Device for the Deaf           |
| TDM    | - Time Division Multiplexing              |
| TRS    | - Telecommunications Relay Service        |
| V&H    | - Vertical and Horizontal Coordinates     |
| VLAN   | - Virtual Local Area Network              |
| VoIP   | - Voice over Internet Protocol            |

**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (Cont'd)****1.2 DEFINITIONS OF TERMS**

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX or 950-XXXX.

**Access Line** - An arrangement by which the Customer connects a local exchange line to a Company-designated switching center or Point of Presence.

**Access Minutes** - The increment for measuring usage of the Company's exchange facilities for the purpose of calculating chargeable usage.

**Access Service Request (ASR)** - The Service Order form used by Access Service Customers and the Company to the process of establishing, moving or rearranging Access Services provided by the Company.

**Access Tandem** - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between the Customer's Premises or Point of Presence and a third-party carrier's point of switching or aggregation.

**Analog** - A continuous electrical signal that carries information by means of variations in its amplitude or frequency. The electrical signal being transmitted varies in direct relation to the signal generated by the source.

**Application** - A verbal or written request for a telecommunications service.

**Automatic Number Identification (ANI)** - The automatic transmission of a caller's billing account telephone number to a local exchange company, Interexchange Carrier or a third party. The primary purpose of ANI is for billing toll calls.

**Basic Local Exchange Service** - Access to and usage of Company-provided local facilities by End Users and Customers for the purpose of originating or receiving voice grade, data, image or other electronic communications and for obtaining access to interexchange or other networks for such purposes.

**Bps** - Bits per second.

**Busy Hour** - A sliding 60-minute period during which occurs the maximum total Call traffic load in a given 24-hour period.

**Call** - A communication attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Company's switch equivalent or facility.

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (Cont'd)****1.2 DEFINITIONS OF TERMS (Cont'd)**

Central Office - The Premises of the Company or another local exchange carrier containing one or more switches that are used for interconnection with other service providers and network facilities.

Channel - A single path between two or more points provided for transport of user information and/or signaling for a communications service.

CIC - An Interexchange Carrier identification code.

Collocation Center - A Collocation Center (also called a Carrier Hotel) is a physical premise, building, or similar structure that is used as a hosted meet point environment where unaffiliated telecommunications carriers interconnect for the purpose of exchanging telecommunications traffic.

Call Session Control Function - A Call Session Control Function (CSCF) is responsible for all signaling between the transport, control, and application layers of telecommunications in IMS-based networks.

Committed Capacity - Committed Capacity (CC) is defined as the call-handling capacity made available by each carrier at any IP-to-IP meet point arrangement. It is specified independently by both carriers as:

- (1) Call frequency, measured in maximum Busy Hour Session Attempts (BHSA);
- (2) Call density, measured in maximum Concurrent Session Paths (CSP); and
- (3) Allocated bandwidth, measured in maximum bits per second.

CMRS – Commercial Mobile Radio Service

Commission - Refers to the Federal Communications Commission, unless otherwise indicated.

Company or Carrier - Refers to GetGo Communications LLC.

Constructive Order - Delivery of Calls to or acceptance of Calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase Switched Access Services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for Switched Access by the Customer.

Customer - Any person, firm, partnership, corporation or other entity which uses Service under the terms and conditions of this tariff and is responsible for the payment of charges.

**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (Cont’d)****1.2 DEFINITIONS OF TERMS (Cont’d)**

Customer Premises - The Premises specified by the Customer for termination of access Services.

Dedicated Access - A method of reaching the Customer's communication and switching systems whereby the End User is connected directly to the Customer's Point of Presence or designate without utilizing the services of the local switched network. Originating or terminating access between an End User and an Interexchange Carrier may be provided via dedicated facilities, circuits or channels.

Digital - A signal that carries information by discrete changes in its parameters. For digital transmission of Analog information, the incoming voice, data or video signals are sampled periodically and digitally coded for transport through the Network.

DS1 -Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 Services.

End Office Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, Trunks or access facilities.

End User - The term “End User” means any customer of that purchases a telecommunications service for a fee that is not a carrier except that a carrier shall be deemed to be an “End User” when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an “End User” if all resale transmissions offered by such reseller originate on the Premises of such reseller. Other carriers, including IXC's, are not considered to be End Users under the terms of this Tariff, unless the Company, at its sole discretion, consents to such classification in writing.

End User Premises - The Premises specified by the Customer or End User for termination of Switched Access Services at the End User's physical location.

Ethernet Virtual Connection (EVC) - An Ethernet Virtual Connection (as defined in MEF 10.2) is an association between two or more User Network Interfaces (UNIs). An EVC can be used to support services such as VoIP and can span multiple Operator MENs.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specified area. An Exchange may consist of one or more Central Offices together with the associated facilities used in furnishing communications Service within that area.

**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (Cont'd)****1.2 DEFINITIONS OF TERMS (Cont'd)**

**Exchange Area** - A unit established by a Local Exchange Carrier and approved by the Commission for the administration of telecommunications service in a specified geographical area. It may consist of one or more Central Offices together with associated plant used in furnishing telecommunications services in that area. Exchange Areas are identified on exchange boundary Maps on file with the Commission.

**External Network-to-Network Interface (ENNI)** - An ENNI is defined by the MEF (MEF 4) as a reference point that is the interface between two Metro Ethernet Networks (MENs), where each Operator MEN is under the control of a distinct administrative authority. The ENNI is intended to support the extension of Ethernet services across multiple Operator MENs.

**Individual Case Basis (ICB)** - A process whereby the terms, conditions, rates and/or charges for a Service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case.

**InterMSA calls** - Those calls originating in one Market Service Area (MSA) but terminating in another MSA. InterMSA calls are also referred to as "InterLATA calls". See Section 13-208 of the Act.

**Internet Engineering Task Force (IETF)** - The IETF is an organized activity of the Internet Society (ISOC) which develops standards for the TCP/IP and Internet Protocol suites.

**Interstate** - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points located in different states within the United States or between one or more points in the United States and at least one international location.

**Intrastate** - For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within a single state.

**Interexchange Carrier (IXC)** - A long distance telecommunications services provider that furnishes services between Exchange Areas.

**IP-exchanged (IPX) Traffic** - The term IP-exchanged Traffic denotes a Customer's telecommunications traffic, exchanged with the Company in Internet Protocol (IP) format, which originates and/or terminates in either TDM or IP format.

**IP Interconnection** - IP Interconnection is the linking of two networks for the mutual exchange of telecommunications traffic in IP format. IP Interconnection includes interconnection at all seven layers, as defined in the ISO OSI Reference Model, for telecommunications traffic exchange, according to applicable industry standards.

**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (Cont’d)****1.2 DEFINITIONS OF TERMS (Cont’d)**

IP Multimedia Subsystem (IMS) - The IMS is a framework developed and standardized by the 3GPP, which includes all core network elements for provisioning IP multimedia services comprising audio, video, text, chat, etc. and a combination of them delivered over the packet switched domain.

Kbps - Kilobits per second; 1000s of bits per second.

Local Access and Transport Area (LATA) - A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

Local Exchange Carrier (LEC) - Refers to any person or entity engaged in the provision of telephone exchange service. Such term does not include a person or entity insofar as such person or entity is engaged in the provision of a commercial mobile service under section 332(c) of the Communications Act of 1934, except to the extent that the Commission finds that such service should be included in the definition of such term.

Managed Network - The term Managed Network means a communication network capable of managing network behavior, performance, access, and security parameters to meet a predictable service level.

Managed Service - The term Managed Service means the offering of a service for which network behavior, performance, access and security parameters are defined and actively managed, by an underlying managed network, to meet a predictable service level.

Media Gateway function (MGW) - A Media Gateway function is a transcoding and cross-connection device or functionality that converts digital media (voice) streams for uninterrupted transmission through an interconnection point between different types of telecommunications networks, such as circuit-switched networks and Internet Protocol (IP) packet-based networks.

Media Gateway Control Function (MGCF) - A Media Gateway Control Function provides the ability to control a trunking media gateway function (T-MGF) through a standardized interface. Such control includes allocation and de-allocation of resources of the media gateway. The MGCF performs protocol conversion between ISUP and SIP signaling. It also supports interworking between SIP and non-call related SS7 signaling (i.e. TCAP-based signaling for supplementary services).

Meet Point - A Meet Point is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (Cont’d)****1.2 DEFINITIONS OF TERMS (Cont’d)**

Meet Point Interconnection Arrangement - A Meet Point Interconnection Arrangement is an arrangement by which each telecommunications carrier builds and maintains its network to a Meet Point.

Message - See Call.

Metro Ethernet Forum (MEF) - The MEF is a recognized industry alliance that develops technical specifications and implementation agreements to promote interoperability and deployment of Carrier Ethernet worldwide.

MOS<sub>CQE</sub> - The abbreviation MOS (Mean Opinion Score) is defined in ITU-T Rec. P.10/G.100 in the following way: *The mean of opinion scores, i.e., of the values on a predefined scale that subjects assign to their opinion of the performance of the telephone transmission system used either for conversation or for listening to spoken material.* The designation “CQE” indicates an estimate of conversational quality. The score is calculated by a network planning model which aims at predicting the quality in a conversational application situation. Estimations of conversational quality carried out according to ITU-T Rec. G.107, when transformed to mean opinion score, give results in terms of MOS<sub>CQE</sub>. (see ITU-T Rec P.800.1)

Network Border Controller - A network border controller is any device (such as, for instance, a Session Border Controller, Call Session Control Function, Breakout Gateway Control Function, Interconnect Border Control Function, or Media Gateway Control Function,), which, using industry-standard methods (such as the MEF External Network-to-Network Interface or ENNI), provides and/or controls an interface through which telecommunications traffic in IP format may be exchanged.

Non-Recurring Charge (“NRC”) - The initial charge, usually assessed on a one-time basis, to initiate and establish a Service or feature.

NPA - Numbering Plan Area or area code.

Off-Hook - The active condition of Switched Access Service or a telephone exchange line. On-

Hook - The idle condition of Switched Access Service or a telephone exchange line.

Operator Virtual Connection (OVC) - The Operator Virtual Connection is defined by the MEF (MEF 26.1) as an association of an external network interface to another external or user network interface within a single Operator MEN. Multiple OVCs can be concatenated across multiple, independent Operator MENs to support a single EVC.

Originating Direction - The use of Switched Access Service for the origination of Calls from an End User's Premises to a Customer's Point of Presence.

**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (Cont'd)****1.2 DEFINITIONS OF TERMS (Cont'd)**

Outside Plant - The telecommunications equipment and facilities installed on, along, over, or under streets, alleys, highways, or on private rights-of-way between the Central Office and customer locations or between Central Offices.

Point of Presence (“POP”) - A physical location associated with a carrier's communication and switching systems.

Point of Termination - The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of Access Service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities.

Premises - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

Query - The inquiry to a Company or other database to obtain information, processing instructions or service data.

R-Factor - The Transmission Rating Factor as calculated using the E Model (see ITU-T Rec. G.107).

Recurring Charge - The charges to the Customer for Services, facilities or equipment, which continue for the agreed upon duration of the Service. Recurring Charges do not vary based on Customer usage of the Services, facilities or equipment provided.

S-tag - A Service VLAN Tag as defined in IEEE Standard 802.1ad

Service(s) - Service provided to a Customer by the Company pursuant to this tariff.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested Service or facility is available for use, unless extended by the Customer's refusal to accept Service which does not conform to standards in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - A written request for network Services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order for Services offered under this tariff.

**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (Cont’d)****1.2 DEFINITIONS OF TERMS (Cont’d)**

**Service VLAN (S-VLAN)** - A Service VLAN is a broadcast domain identified by the S-VLAN Identifier contained within the S-tag of an ENNI frame. (see IEEE Standard 802.1ad)

**Session Border Controller (SBC)** - A SBC is a device or functionality used in telecommunication carrier networks as an element that, among other functions, provides network security protection, connectivity, quality of service, policy-management and regulatory compliance capability (e.g., emergency services and intercept).

**Session Initiation Protocol (SIP)** - SIP is an IETF-defined signaling protocol, as updated from time to time (current RFC 3261), and used for controlling multimedia communication sessions such as voice calls over Internet Protocol.

**SIP Server** - SIP Servers are network elements that enable SIP endpoints to exchange messages, register user location, and move between networks. SIP Servers enable network operators to install routing and security policies, authenticate users and manage user locations. SIP Server applications may take many forms, but the SIP standard defines three general types of server functionality that apply to all - Proxy, Redirect and Registrar servers.

**Station** - Refers to telephone equipment or an exchange access line from or to which Calls are placed.

**Switched Access Service** - A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designates using Services of the local switched network. A switched service where originating or terminating access between an End User and an Interexchange Carrier is provided by a local exchange carrier, independent of the technology used to provide it.

**Tandem Switch** - See Access Tandem.

**Third Generation Partnership Project (3GPP)** - The 3GPP unites Six telecommunications standards bodies, known as “Organizational Partners” and provides their members with a stable environment to produce Reports and Specifications that define 3GPP technologies.

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Customer-designated Premises.

**Terminating Direction** - The use of Switched Access Service for the completion of Calls from a Customer's Point of Presence to an End User Premises.

**Toll Call** - A completed Message between customers in different exchanges for which Message toll rates are applicable.

**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (Cont'd)****1.2 DEFINITIONS OF TERMS (Cont'd)**

**Toll VoIP-PSTN Traffic** - The term Toll VoIP-PSTN Traffic denotes a Customer's interexchange voice traffic exchanged with the Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

**Traffic** - Call volume based on number and duration of Messages.

**Transmission** - The process of sending information from one point to another.

**Trouble Report** - Any customer complaint to the Local Exchange Carrier regarding the operation of the Network affecting their Basic Local Exchange Service, including both service-affecting conditions or out of service conditions.

**Trunk** - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**Trunk Group** - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

**Vertical Services** - Optional telecommunication services, including, without limitation, Caller ID or Call Waiting, that a Customer may choose to have added to its basic Access Line.

**VoIP Service** - Transmission of communication by aid of wire, cable, radio, or other like connection using Voice over Internet Protocol that is originated or terminated in Internet Protocol (IP) format. VoIP Services are those services that require the use of IP compatible customer premises equipment.

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

### **2.1 UNDERTAKING OF THE COMPANY**

2.1.1 The Company undertakes to furnish Switched Access communications Service pursuant to the terms of this tariff.

2.1.2 The Company's Services are available twenty-four (24) hours per day, seven (7) days per week.

2.1.3 The Company is responsible under this tariff only for the Services provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.4 The Company arranges for installation, operation, and maintenance of the communications Services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Customer shall be responsible for all charges due for such Service arrangements.

### **2.2 USE OF THE COMPANY'S SERVICE**

2.2.1 Services provided under this tariff may be used by the Customer for any lawful purpose for which the Service is technically suited.

2.2.2 The Company's Services shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all applicable governmental approvals, authorizations, licenses, consents and permits.

2.2.3 Recording of telephone conversations carried on Services provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.2.4 Any Service provided under this tariff may be resold to or shared with (jointly used) other persons at the Customer's discretion. The Customer remains solely responsible for all use of Service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers and End Users that a portion of its Service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the Service. The Company may require applicants for Service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

## **SECTION 2 - RULES AND REGULATIONS (Cont'd)**

### **2.3 LIMITATIONS**

2.3.1 The Company does not undertake to transmit Messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.3.2 The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities and any facilities the Company may obtain from other carriers, from time to time, to furnish Service, at the sole discretion of the Company.

2.3.3 The Company reserves the right to limit or to allocate the use of its facilities and of any additional facilities otherwise offered by the Company at the sole discretion of the Company.

2.3.4 The Company reserves the right to discontinue Service without notice when the Customer is using the Service in violation of the provisions of this tariff, or in violation of the law.

2.3.5 The Company reserves the right to discontinue Service, limit Service, or to impose additional requirements as appropriate to meet changing regulatory or statutory rules and standards, including when such rules and standards have an adverse material effect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.4 ASSIGNMENT AND TRANSFER**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services provided by the Company without the written consent of the other party, except that the Company may, without obtaining the consent of the Customer, assign its rights and duties to (a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; (b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or (c) under any financing, merger or reorganization of the Company. All terms and conditions contained in this document shall apply to all such permitted transferees or assignees.

**2.5 APPLICATION FOR SERVICE**

Customers may be required to enter into written (including electronic) or oral Service Orders which shall include or refer to a specific description of the Service ordered thereby, the rates to be charged, the duration of the Service, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

**2.6 OWNERSHIP OF FACILITIES**

2.6.1 The Customer obtains no property right or interest in the use of any facility, Service, equipment, number, process, or code associated with the Service.

2.6.2 Title to all facilities and equipment utilized by the Company to provide Service under the provisions of this tariff shall remain with the Company, its affiliates, partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its affiliates, partners, agents, contractors or suppliers by the Customer, whenever requested by the Company, within such reasonable period specified in the Company in its request for return of facilities and equipment, in original condition (reasonable wear and tear expected).

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.7 LIABILITY OF THE COMPANY**

2.7.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, vendors, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the Service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.

2.7.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.7.3 When the Services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other service providers, carriers or their agents, vendors or employees.

2.7.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Service to restore Service in compliance with federal, state, local, or other relevant Commission, rules and regulations.

2.7.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, vendors, End Users, or by facilities or equipment provided by the Customer.

2.7.6 No liability shall attach to the Company by reason of any defacement or damage to the Customer's premise resulting from the existence of the Company's equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.7 LIABILITY OF THE COMPANY (Cont'd.)**

2.7.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

2.7.8 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.

2.7.9 Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.8 LIABILITY OF THE CUSTOMER**

2.8.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.8.2 To the extent caused by the acts or omissions of the Customer as described in Section 2.8.1, preceding, 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, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided to such third party.

2.8.3 A Customer shall not assert any claim against any other Customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.8.4 The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of Services provide to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's Services provided under this tariff. The unauthorized use of the Company's Services includes, but is not limited to, the placement of Calls from the Customer's premise, and the placement of Calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.9 OBLIGATIONS OF THE CUSTOMER**

2.9.1 The Customer is responsible for placing any necessary orders; for complying with tariff regulations; and payment of charges for Services provided. Specific Customer responsibilities include, but are not limited to the following:

A. reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;

B. providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premise of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premise;

C. obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1.B. Any and all costs associated with the obtaining and maintaining the rights- of-way described herein, including the costs of altering the structure to permit installation of the 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;

D. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premise at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous materials prior to any construction or installation work;

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)**

E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.9.1.C; and granting or obtaining permission for Company agents or employees to enter the premise of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company;

F. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;

G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which Service is interrupted for such purposes;

H. taking all steps necessary to cancel or otherwise discontinue any Service(s) to be replaced by any of the Company's Service(s) as described herein; and ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or Services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers.

2.9.2 With regard to access Services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

A. Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

B. Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications Service.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)****2.9.2 (Cont'd)****C. Jurisdictional Reports**

Customer must comply with applicable jurisdictional reporting requirements and provide information required by the Company for the purpose of meeting its applicable government reporting requirements, as identified by the Company. Customers utilizing Access Service must provide its projected Percent Interstate Usage ("PIU") in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate and shall be relied on until a revised report is received as set forth herein. Reported or default PIU factors may be used when call detail information is insufficient to reasonably determine the appropriate jurisdiction of the traffic.

1. **Originating Access:** Originating Access Minutes consist of traffic originating from the Company's Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for originating minutes is submitted as specified herein, the Company will apply a default PIU of 50%.
2. **Terminating Access:** Terminating Access Minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for terminating minutes is submitted as specified herein, the Company will apply a default PIU of 50%.
3. If the Company disputes the reasonableness of the PIU provided by the Customer or the reported PIU varies by more than five percentage points over the preceding PIU, the Company may ask the Customer to provide the data used by the Customer to determine the projected percentage. The Customer shall make accurate call detail records, from which the percentage of Interstate and Intrastate use can be derived, available for inspection as reasonably necessary for PIU verification. Such records shall be made available for inspection within 15 days of the Company's request for verification. The Company may refuse to change the projected percentage until sufficient evidence has been provided in support of the Customer's projection.
4. The Percent Local Usage ("PLU") factor is the percentage of Intrastate terminating usage that is categorized as local jurisdiction. Where Customer is an approved local service provider, then the Customer may report a PLU. Customers developing and reporting a PLU shall inform Company of the methodology used to determine the billed minutes that are jurisdictionally local and the methodology used to determine the total Intrastate billed minutes.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)****2.9.2 (Cont'd)****D. Jurisdictional Audits**

1) The Customer shall keep sufficient detail from which the percentages of Interstate and Intrastate use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

2) Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for Customer no more than once per year. Customer shall supply the required data within 30 calendar days of the Company request.

3) In the event that an audit reveals that Customer's reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Customer shall be backbilled or credited as appropriate, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts may be subject to a late payment penalty and payment shall be made in immediately available funds, within 30 days from receipt of bill or by the following bill date, whichever is a shorter period.

4) Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail, submitted to the Company by the auditor.

5) Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.10 BILLING AND PAYMENT FOR SERVICE****2.10.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for Services and equipment furnished to the Customer for transmission of Calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

A. any delegation of authority resulting in the use of Customer's communications equipment

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and/or network services which result in the placement of Calls via the Company;

B. any and all use of the Service arrangement provided by the Company, including Calls which the Customer did not individually authorize;

C. any Calls placed by or through the Customer's equipment via any remote access feature(s);

#### 2.10.2 Minimum Period

The minimum period for which Services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a Service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the Service is used or not.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.10 BILLING AND PAYMENT FOR SERVICE (Cont'd.)****2.10.3 Payment for Service**

A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the Company or its agent and subject to the rules of regulatory bodies having jurisdiction.

B. Non-Recurring Charges for installations, Service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any Non- Recurring Charges may be required prior to commencement of facility or equipment installation or construction required to provide the Services requested by the Customer.

C. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided or as otherwise agreed in writing by the Company and the Customer.

D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for Service provided in the preceding billing period, or as otherwise agreed in writing by the Company and the Customer.

E. Customer billing will begin on the Service Commencement Date. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.

F. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days.

G. Amounts not paid within 30 days of invoice date will be considered past due.

H. Company reserves the right to bill Customer for any unbilled Recurring, Non- Recurring, or usage charges for any prior periods.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.10 BILLING AND PAYMENT FOR SERVICE (Cont'd.)****2.10.4 Disputed Charges**

A. Any objections to billed charges must be reported to the Company or its billing agent within sixty (60) days of the invoice date of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

B. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount that includes a clear explanation of the dispute, the account number, amount in dispute and any other information relevant to the dispute. The Customer will submit all documentation as may reasonably be required to support the claim. Unless a claim is submitted to the Company within sixty (60) days of the invoice date of the bill for the disputed Services the invoice shall be considered correct and payable in full.

B. If the dispute is resolved in favor of the Customer, and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

C. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in Section 2.10.5.

D. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in Section 2.10.5.

E. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

**2.10.5 Dispute Resolution**

A. If at any time there is a dispute between the parties regarding this tariff and performance hereunder, the parties agree that they will within ten (10) days following written notice by either party ("Meeting Notice") engage in face-to-face negotiations in Jersey City, New Jersey or by teleconference in an attempt to resolve the dispute ("Dispute Meeting"). The parties shall send senior executives with full and complete knowledge and settlement authority ("Settlement Representatives") to the Dispute

B. Meeting. In the event that the Dispute Meeting does not result in a final, binding resolution of the dispute within five (5) days of such Dispute Meeting, the parties may, within five (5) days following notice by either party ("Mediation Notice"), choose a mutually agreeable third party neutral, who shall mediate the dispute between the parties. Mediation shall take place in Jersey City, New Jersey within thirty (30) days of the Mediation Notice, shall be non-binding and shall be confidential. The parties shall refrain from court proceedings during the mediation process insofar as they can do so without prejudicing their legal rights. The parties shall send Settlement Representatives to the mediation and shall participate in good faith

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and in accordance with the recommendations of the mediator, and shall follow the procedures for mediation as suggested by the mediator and agreed upon by the parties. All expenses of mediation except expenses of the individual parties, shall be shared equally by the parties. If the parties are unable to resolve the dispute in good faith by the conclusion of the mediation, which may be extended by agreement of the parties, then the dispute shall be finally determined by a court of law.

C.      **Collection Costs:** In the event an action is brought or an attorney is retained by Company to enforce the terms the tariffs of the Company or to collect any moneys due thereunder, Company will be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, reasonable costs of investigation and other related expenses incurred in connection therewith.

D.      **No Class Actions:** Customer hereby agrees that any and all disputes or actions filed by Customer against Company shall be brought by Customer in its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. There shall be no right or authority for any disputes or actions to be filed on a class action basis or in a purported representative capacity on behalf of other parties similarly situated, and Customer hereby expressly, knowingly, irrevocably, voluntarily, unequivocally and intentionally waives any such right to file same.

E.      **Enforceability:** If any part or provision of this tariff is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this tariff. No waiver by either party to any provisions of this tariff shall be binding unless made in writing.

F.      **Governing Law and Jurisdiction:** Any dispute arising under this tariff will be governed by the laws of the State of New Jersey and any dispute not otherwise resolved by the dispute resolution provisions of this tariff will be heard in the U.S. District Court for New Jersey.

G.      **Attorneys' Fee:** In the event that the Company pursues and prevails on a claim in Court or before any regulatory body arising out of Customer's refusal to make a payment pursuant to this tariff, Customer shall be liable for the payment of Company's reasonable attorneys' fees expended to collect unpaid amounts.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.10 BILLING AND PAYMENT FOR SERVICE (Cont'd.)****2.10.6 Late Payment Fees**

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for Service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment.

**2.10.7 Returned Check Charge**

A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.11 TAXES, SURCHARGES AND FEES**

2.11.1 Any applicable state and local taxes (i.e., gross receipts tax, sales tax, and municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving Service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

2.11.2 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.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.12 DEPOSITS AND ADVANCED PAYMENTS****2.12.1 General**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Company may refuse to provide Service, require a deposit or advance payment, or otherwise restrict or interrupt Service to a Customer.

**2.12.2 Deposits**

A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges under Commission rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.

B. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two (2) months of Service.

C. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission or as otherwise permitted by applicable law.

D. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

E. Upon discontinuance of Service, the Company shall promptly refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for Service furnished by the Company.

**2.12.3 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.13 CANCELLATION BY CUSTOMER****2.13.1 General**

A. Customers of the Company's Service may cancel Service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for Service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.

B. Customers seeking to cancel Service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's Switched Access Service.

**2.13.2 Cancellation of Contract Services**

A. If a Customer cancels a Service Order or terminates Services before the completion of the term or where the Customer breaches the terms in the Service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:

1. all unpaid Non-Recurring Charges reasonably expended by the Company to establish Service to Customer, plus;
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
3. all Recurring Charges specified in the applicable Service Order for the balance of the then current term.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.13 CANCELLATION BY CUSTOMER (Cont'd.)****2.13.3 Cancellation of Application for Service**

A. Where the Company permits the Customer to cancel an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.

B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service begun.

C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

D. The charges described above will be calculated and applied on a case-by-case basis.

**2.14 CANCELLATION BY COMPANY**

2.14.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of Service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.14 CANCELLATION BY COMPANY (Cont'd.)**

2.14.2 The Company may refuse or discontinue Service to a Customer without notice under the following conditions:

- A. For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel Service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such Service or prohibits Customer from subscribing to, using, or paying for such Service.
- B. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel Service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- C. In the event of Customer or Authorized User's use of equipment in such a manner as to adversely affect the Company's equipment or Service to others.
- D. In the event of tampering with the equipment or Services of the Company or its agents.
- E. In the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for fraudulent use of Service, the Company may, to the extent that Company opts to restore such Service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- F. If any of the facilities, appliances, or apparatus on Customer's Premises are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish Service until the applicant or Customer shall have remedied the condition.

## **SECTION 2 - RULES AND REGULATIONS (Cont'd)**

### **2.14 CANCELLATION BY COMPANY (Cont'd.)**

2.14.3 The Company may refuse or discontinue Service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel Service without incurring any liability when there is an unpaid balance for Service that is past due.
- B. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of Service in the same manner as provided for nonpayment of overdue charges.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For use of Service for any property or purpose other than that described in the application.
- E. For Customer's breach of any contract for Service between the Company and the Customer.

### **2.15 RESTORATION OF SERVICE**

2.15.1 If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes Service continued, Service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose Service was disconnected for non-payment may be required to pay a deposit and/or advance payment prior to Service restoration.

2.15.2 A restoration fee of \$25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose Service is restored following disconnection by the Company.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.15 RESTORATION OF SERVICE (Cont'd.)**

2.15.3 Restoration of disrupted Services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

**2.16 PROVISION OF COMPANY EQUIPMENT AND FACILITIES**

2.16.1 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.

2.16.2 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.

2.16.3 Equipment the Company provides or installs at the Customer Premises shall not be used for any purpose other than that for which the equipment is provided.

2.16.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished under 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:

A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

B. the reception of signals by Customer-provided equipment; or

C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.17 INTERCONNECTION**

2.17.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications service providers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other providers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating providers shall be provided at the Customer's expense.

2.17.2 Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of this tariff and the tariff of the connecting carrier, when applicable. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided Terminal Equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

2.17.3 The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of Service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing Service of the Customer.

2.17.4 If harm to the Company's network, personnel or Services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's Service immediately, with no prior notice required.

**2.18 CUSTOMER-PROVIDED EQUIPMENT**

2.18.1 A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its Services will be suitable for any purposes except as specifically stated in this tariff.

2.18.2 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 Customer. The Customer is responsible for the provision of wiring or cable to connect its Terminal Equipment to the Company's network.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.18 CUSTOMER-PROVIDED EQUIPMENT (Cont'd.)**

2.18.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. 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 the 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, subject to prior Customer approval of the equipment expense.

2.18.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.18.5 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing Service of the Customer.

2.18.6 If harm to the Company's network, personnel or Services is imminent, the Company reserves the right to shut down Customer's Service immediately, with no prior notice required.

**2.19 INSPECTION, TESTING AND ADJUSTMENTS**

2.19.1 The Company may, upon reasonable notice, conduct such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt Service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.19.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.19 INSPECTION, TESTING AND ADJUSTMENTS (Cont'd.)**

2.19.3 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' Services. No specific advance notification period applies to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

**2.20 ALLOWANCES FOR INTERRUPTIONS IN SERVICE****2.20.1 General**

A. Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of Service interruption, a credit allowance will be given when Service is interrupted, except as specified in Section 2.20.2 following. 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.

B. An interruption period begins when the Customer reports to the Company a Service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the Service, facility or circuit is operative.

C. If the Customer reports a Service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its Premises for test and repair by the Company, or continues to make voluntary use of the Service, the Service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a Service, facility or circuit considered by the Company to be impaired.

D. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.20 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd.)**

**2.20.2 Limitations of Allowances**

No credit allowance will be made for any interruption in Service:

- A. due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. due to the failure of power, equipment, systems, connections or Services not provided by the Company;
- C. due to circumstances or causes beyond the reasonable control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any 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;
- F. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- G. that was not reported to the Company within 30 days of the date that Service was affected.
- H. Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped Calls, interrupted Calls, unintelligible Calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for Calls which experience problems related to cellular (wireless) transmissions.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.20 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd.)****2.20.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer is responsible for payment of any charges for the alternative service used.

**2.20.4 Application of Credits for Interruptions in Service:**

A. Except as provided in Section 2.20.2 A., if a Customer's Service is interrupted, and it remains interrupted for eight (8) normal working hours or longer after access to the Premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer if such adjustment exceeds \$1.00.

B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the Service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the Service or facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the Service.

C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For Services with a monthly Recurring Charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the Services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly Recurring Charge for affected Service.

D. No credits will be provided for usage sensitive Services.

## **SECTION 2 - RULES AND REGULATIONS (Cont'd)**

### **2.21 NOTICES AND COMMUNICATIONS**

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

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

2.21.3 Notice of a pending disconnection of a Customer's Service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.

2.21.4 Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.

2.21.5 Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.21.6 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)**

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### **SECTION 3 - SWITCHED ACCESS SERVICE**

#### **3.1 GENERAL**

3.1.1 Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate Calls from an End User's Premises to a Customer's Premises and to terminate Calls from a Customer's Premises to an End User's Premises.

3.1.2 When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

3.1.3 In the absence of an ASR as described in Section 3.4, delivery of Calls to, or acceptance of Calls from, the Customer's End User location(s) via Company-provided Switched Access Services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's Switched Access Services as described and priced herein.

#### **3.2 MANNER OF PROVISION**

Switched Access Service is furnished for originating and terminating Calls by the Customer.

##### **3.2.1 TDM Switched Access Service**

A. Originating traffic type represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for TDM Switched Access Service, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.

B. TDM Switched Access Service is provisioned, at minimum, at the DS1 level and provides line-side or trunk-side access to End Office Switches, for the Customer's use in originating and terminating communications. Basic TDM Switched Access Service will be provided with SS7 signaling.

**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)****3.2 MANNER OF PROVISION (Cont'd)****3.2.2 IP Switched Access Service**

A. Originating traffic type represents access capacity for carrying IPX Traffic from the End User to the Customer, at a designated IP Interconnection Meet Point. Terminating traffic type represents access capacity for carrying IPX Traffic from the Customer, at a designated IP Interconnection Meet Point, to the End User. When ordering Committed Capacity for IP Switched Access Service, the Customer must, at a minimum, specify such access capacity in terms of originating traffic type and/or terminating traffic type to be supported by the Meet Point Interconnection Arrangement. Such Meet Point Interconnection Arrangement may be deployed within any Collocation Center of mutual agreement.

B. IP Switched Access Service is provisioned, at minimum, by specifying the maximum number of Concurrent Session Paths (CSPs), the maximum Busy-Hour Session Attempts (BHSAs) and the maximum allocated bandwidth in bits per second per S-VLAN. It provides ENNI (via S-VLAN) access to a Network Border Controller Ethernet interface, for the Customer's use in originating and terminating IPX Traffic. Basic IP Switched Access Service will be provided with SIP signaling.

C. IP Switched Access Service provides an assured service level quality for originating and terminating IPX Traffic at the volume of the Committed Capacity. If a Customer generates sufficient originating and/or terminating traffic to exceed the volume of the Committed Capacity for a cumulative duration of time longer than one hour in a 30-day period, the Company reserves the right to treat such excessive traffic as an order for additional Committed Capacity, sufficient to maintain the assured service level quality defined below. The Company reserves the right to adjust Committed Capacity downward if Customer fails to maintain IPX Traffic volume at levels of 75% or more of Committed Capacity for a period of three consecutive months.

D. The following table identifies the service quality parameters that will be maintained by the Company between a specific network element (ex. Network Border Controller, IMS Call Session Control Function, Media Gateway, Media Gateway Control Function) or End User, and the Customer (as measured at the Meet Point):

**Signaling Quality:**

|   |      |
|---|------|
| Probability of lost Calls during Busy Hour:         | 0.5% |
| Probability of lost Call attempts during Busy Hour: | 1.0% |

**Media Quality (both directions):**

|                    |         |
|--------------------|---------|
| R-Factor           | >82, or |
| MOS <sub>CQE</sub> | >4.1%   |

**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)****3.2 MANNER OF PROVISION (Cont'd)****3.2.2 IP Switched Access Service (Cont'd)**

E. The Company provides support for a number of Standard Definition and High Definition audio CODECs. The Company will work with the Customer to define a mutually acceptable list and prioritization of CODECs to be used in support of IPX Traffic types.

**3.3 RATE CATEGORIES****3.3.1 TDM Switched Access Service**

There are two rate categories which apply to TDM Switched Access Service:

- Common Line
- Network Access

**A. Common Line**

The Common Line rate category includes the charges related to the use of common subscriber lines by Customers and End Users for Intrastate access.

**B. Network Access**

Network Access provides the functional equivalent of traditional end office switching. It consists of the following elements: Network Switching and Common Trunk Port.

**1. Network Switching**

Network Switching provides for: (a) the establishment of a call path for the routing of Customer communications from the Company's End Office, Trunk Gateway, or functionally equivalent location to a Company End User and (b) the establishment of a call path for the routing of communications originating from a Company End User for delivery to the Company's End Office, Trunk Gateway, or functionally equivalent location. The "establishment" of a call path and routing is achieved through equipment and facilities, including, in some cases, a soft switch or similar equipment owned, or controlled through contractual or other arrangements, by the Company, which allows for the routing of voice communications between the Company's End Office, Trunk Gateway, or functionally equivalent location and End Users via SS7 signaling based on telephone numbers obtained by the Company and assigned to End Users as set forth in the LERG.

**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)****3.3 RATE CATEGORIES (Cont'd)****3.3.1 TDM Switched Access Service (Cont'd)****B. Network Access (Cont'd)****2. Common Trunk Port**

Common Trunk Port provides for the termination of tandem transport trunks in shared ports at the Company's End Office, Trunk Gateway, or functionally equivalent location. The Common Trunk Port rate is assessed on a per-MOU basis to all trunk-side originating and terminating access minutes routed to the Company via a third-party access tandem.

**3.3.2 IP Switched Access Service**

There are two rate categories which apply to IP Switched Access Service:

- Common Trunk Port (ENNI/Allocated Bandwidth Per S-VLAN)
- Committed Capacity

**A. Common Trunk Port**

The Common Trunk Port element includes the ENNI physical interface at available speeds of 1Gbps and 10Gbps to the Company's Managed Network, and the logical Ethernet interface configured to accept multiple streams of S-tagged IPX Traffic, switched to a Network Border Controller via an Operator Virtual Connection (OVC). Ethernet S-VLANs will be created to support media and signaling streams and will be mapped to OVCs, internal to the Company's Managed Network.

**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)****3.3 RATE CATEGORIES (Cont'd)****3.3.2 IP Switched Access Service (Cont'd)****A. (Cont'd)**

The Customer will, at a minimum, specify the port speed of the physical interface; the required number of S-VLANs for each originating and terminating trunk group traversing the ENNI; and, the allocated maximum bandwidth requested for each Ethernet S-VLAN. S-VLANs may be configured to include both media and signaling streams (as Managed Services) using discreet EVCs, via CE-VLAN designation. In such cases the allocated maximum bandwidth requested for each CE-VLAN will also be specified.

**B. Committed Capacity****1. Concurrent Session Paths (CSP)**

The CSP rate element defines the maximum number of concurrent Calls for which the Customer is reserving capacity, for each originating and/or terminating trunk group, on an S-VLAN or CE-VLAN basis.

**2. Busy-Hour Session Attempts (BHSA)**

The BHSA rate element defines the maximum number of Call attempts to be supported during Busy Hour. It is specified for each originating and/or terminating trunk group, on an S-VLAN or CE-VLAN basis.

**3.3.3. Toll-Free 8XX**

All appropriate Switched Access rate elements apply to 8XX Toll-Free Access Service.

8XX Toll-Free Access Service is an originating access service offering. The service provides for the forwarding of End User originated 8XX call information to a signaling system which will initiate a query to a database for the identification and delivery of the call. The call is forwarded to the appropriate Customer based on the dialed 8XX number.

**A. Customer Identification Charge**

The 8XX Toll-Free Access Service Customer Identification Charge applies for the identification of and delivery of 8XX calls to the appropriate Customer. The charge is assessed to the Customer on a per query basis.

**3.3.4 Application of TDM Switched Access Service Rates to Toll VoIP-PSTN Traffic**

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A. All Toll VoIP-PSTN Traffic exchanged with the Company will be assessed charges equivalent to the rate that applies to TDM Switched Access Service set forth in this tariff in absence of a written, signed agreement to the contrary existing between the Company and the Customer.

B. The Company will assess and collect switched access rate elements under this tariff for Toll VoIP-PSTN Traffic, regardless of whether the Company itself delivers such traffic to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will not charge for functions not performed by the Company, its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

### 3.3.5 Application of IP Switched Access Service Rates to IPX Traffic

All IPX traffic exchanged with the company will be assessed charges equivalent to the rate that applies to IP Switched Access Service rates set forth in this tariff, in the absence of a written, signed agreement to the contrary existing between the Company and the Customer.

**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)****3.4 ACCESS ORDERING****3.4.5 General**

A. Customers may order Switched Access through a Constructive Order, as defined herein, or, in the case of TDM Switched Access Service, through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Ordering Guidelines, unless otherwise specified herein. Optionally, the Customer can order IP Switched Access Service using the Company's operational support system provisioning tool or IP Switched Access Service Order Form.

B. A Customer may order any number of TDM Switched Access Services of the same type and between the same Premises on a single ASR. All details for Services for a particular order must be identical.

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

1. Customer name and Premises address(es);
  2. Billing name and address (when different from Customer name and address); and
  3. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
- D. Service Order charges are as specified in Section 4.5.

**3.4.6 Access Service Date Intervals**

A. Access Service is provided with Standard or Negotiated Intervals

B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the Service Order being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

1. For Service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard Service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)****3.4 ACCESS ORDERING (Cont'd)****3.4.2.B Access Service Date Intervals (Cont'd.)**

2. For Service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:

- (a). The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- (b). There is no existing facility connecting the Customer Premises with the Company; or
- (c). The Customer requests a Service that is not considered by the Company to be a standard Service offering (for example, if additional engineering or special construction is required to complete the order); or
- (d). The Company determines that Access Service cannot be installed within the Standard Interval.

C. All Services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

**3.4.3 Service Order Request Modifications**

The Customer may request a modification of its Service Order prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process or other process defined by the Company. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

**3.5 SPECIAL CONSTRUCTION OR SPECIAL SERVICE ARRANGEMENTS**

3.5.1 Pursuant to Section 6 of this tariff and subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer.

**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)****3.6 OBLIGATIONS OF THE COMPANY**

3.6.1 With regard to access Services provided by the Company, specific Company responsibilities include, but are not limited to the following:

A. Network Management

The Company will administer its Network to ensure that provision of acceptable service levels to all telecommunications users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company Network. The Company maintains the right to apply protective controls, i.e., those actions which selectively cancel the completion of Traffic, over any Traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

B. Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any network element in its network. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way Trunk Groups.

Selection of facilities and equipment and Traffic routing of the Service are based on standard engineering methods, available facilities and equipment and the Company's Traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer to accommodate reasonable changes, at its sole discretion.

**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

**3.7 OBLIGATIONS OF THE CUSTOMER**

3.7.1 The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are in addition to obligations specified in Section 2.9 of this tariff and are as follows:

A. Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable and upon request:

1. Jurisdictional Reports

Pursuant to the FCC actions and orders described in Section 2.22 above, the Customer is not required to provide Jurisdictional Reports to the Company.

2. Code Screening Reports

When a Customer orders service call routing, Trunk access limitation or call gapping arrangements, the customer must report the number of Trunks and/or the appropriate codes to be instituted for each of the arrangements ordered.

B. On and Off-Hook Supervision

The Customer's facilities shall provide the necessary On and Off-Hook supervision for accurate timing of Calls.

**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)****3.8 RATE REGULATIONS****3.8.1 General**

There are three types of rates and charges that may apply to Switched Access Service provided by the Company. These are monthly Recurring Charges, Usage Charges, and Non-Recurring Charges.

**3.8.2 Types of Charges**

A. Non-Recurring Charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing Service). Non-Recurring Charges may apply for installation of Service, installation of optional features and service rearrangements.

B. Recurring Charges are flat monthly rates that apply for each month or fraction thereof, that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.

C. Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-minute, per Call or per-Query basis. Usage rates are accumulated over a monthly period.

**3.8.3 Identification and Rating of Traffic**

A. There are two methods of traffic exchange made available by the Company: Toll VoIP-PSTN Traffic and IP exchanged and IPX Traffic.

**B. Identification and rating of VOIP Traffic****1. General**

(a) VOIP traffic is defined as traffic that is exchanged between a Company end user and the customer in time division multiplexing (TDM) format that originates and/or terminates in Internet protocol (IP) format. These rules establish the method of separating such traffic from the customer's traditional intrastate access traffic; so that such relevant VOIP traffic can be billed in accordance with the FCC Order (see Report and Order in WC Docket Nos. 10-90, etc. FCC Release No. 11-161 (November 18, 2011)).

(b) This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for relevant VOIP tariff in accordance with the FCC order.

**2. Rating of VOIP traffic**

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The relevant VOIP traffic that is identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate access rates as specified in Tariff FCC No. 1.

3. Calculation and Application of Percent VOIP Usage Factor

The Company will determine the number of relevant VOIP traffic minutes of use (MOU) to which the interstate rates will be applied under subsection B above, by applying a percent VOIP usage (PVU) factor to the total intrastate access MOU exchanged between a Company end user and the customer. The PVU will be determined and applied as follows:

(a) The customer will calculate and furnish to the Company a factor (customer factor) representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with the Company in the state, that (a) is sent to the Company and that originated in IP format; or (b) is received from the Company and terminated in IP format. This customer factor shall be based on information such as traffic studies, call details, the number of the customer's retail VOIP subscriptions in the state (as reported in FCC Form 477) or other relevant and verifiable information.

(b) The Company will also calculate a factor (Company factor) representing the percentage of the Company's total intrastate and interstate access MOU in the state that the Company originates or terminates on its network in IP format. This Company factor shall be based on information such as traffic studies, call details, the number of the customer's retail VOIP subscriptions in the state (as reported in FCC Form 477) or other relevant and verifiable information.

(c) The Company will use the Company factor and the customer factor to calculate a PVU factor that represent the percentage of total intrastate and interstate access MOU exchanged between a Company end user and the customer that is originated or terminated in IP format, whether at the Company's end, at the customer's end or at both ends. The PVU factor will be calculated as the sum of: (A) the customer factor and (B) the Company factor times (1.0 minus the customer factor).

(d) The Company will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of relevant VOIP traffic MOUs. Example 1: The Company factor is at 20% and the customer factor is 40%. The PVU factor is equal to  $40\% + (20\% \times 60\%) = 52\%$ . The Company will bill 52% of the customer's intrastate access MOU at the Company's applicable tariffed interstate access rates.

(e) If the customer does not supply the Company with a customer factor according to the preceding paragraph 1, the Company will use a PVU equal to the Company's factor.

4. Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by January 1, 2015, once the factor is available and can be implemented the Company will adjust the customer's bills to reflect the PVU retroactively to January 1, 2015. In calculating the initial PVU, the Company will take the customer specified PVU into account retroactively to January 1, 2015, provided

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that the customer provides the factor to the Company no later than April 15, 2015; otherwise the Company with set the initial PVU equal to the Company factor as specified in subsection (c)(5) above.

**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)****3.8 RATE REGULATIONS (Cont'd)****3.8.4 Measurement and Billing of TDM Switched Access Minutes**

- A. When recording originating Calls over TDM Switched Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating Call usage over TDM Switched Access ends when the originating TDM Switched Access MGW receives disconnect supervision from either the originating End User's CSCF (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the MGW.
- B. For terminating Calls over Switched Access with multi-frequency address signaling, the measurement of Access Minutes begins when a seizure signal is received from the Customer's Trunk Group at the Point of Presence within the LATA. The measurement of terminating Call usage over Switched Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- C. When recording originating Calls over Switched Access with SS7 signaling, usage measurement begins with the transmission of the initial address Message by the switch for direct Trunk Groups and with the receipt of an exit Message by the switch for tandem Trunk Groups. The measurement of originating Switched Access usage ends when the entry switch receives or sends a release Message, whichever occurs first.
- D. For terminating Calls over Switched Access with SS7 signaling, the measurement of Access Minutes begins when the terminating recording switch receives the initial address Message from the terminating access customer. On directly routed Trunk Groups or on tandem routed Trunk Groups, the Company switch receives the initial address Message and sends the indication to the Customer in the form of an answer Message. The measurement of terminating Switched Access Call usage ends when the entry switch receives or sends a release Message, whichever occurs first.
- E. Mileage, if applicable, will be measured in accordance with standard industry practices. The Company may use mileage surrogates in lieu of actual mileage.
- F. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all TDM Switched Access charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)****3.8 RATE REGULATIONS (Cont'd)****3.8.5 Measurement and Billing of IP Switched Access Service**

A. Billing for IP Switched Access Service includes non-recurring and monthly recurring charges for the Common Trunk Port and the Committed Capacity. No usage charges apply to IP Switched Access Service. The Company will issue monthly Threshold Reports to accompany invoices for Service which will provide operational detail for the line item charges.

**3.8.6 Moves**

A. A move of Services involves a change in the physical location of one of the following:

1. The Point of Termination at the Customer's Premises, or
2. The Customer's Premises

B. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:

1. **Moves Within the Same Building**

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the Non-Recurring Charge for the capacity affected. There will be no change in the minimum period requirements.

2. **Moves to a Different Building**

Moves to a different building will be treated as a discontinuance and start of Service and all associated Non-Recurring Charges will apply. New minimum period requirements will be established for the new Service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued Service.

**3.8.7 Service Rearrangements**

A. Service rearrangements are changes to existing Services which do not result in either a change in the minimum period requirements or a change in the physical location of the Point of Termination at the Customer's Premises or the Customer's End User's Premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

B. The charge to the Customer for the Service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the Service.

**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

**3.8 RATE REGULATIONS (Cont'd)**

**3.8.7 Service Rearrangements (Cont'd)**

C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

**3.8.7 Installation of Service**

Non-Recurring charges apply to each Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s).

**SECTION 4 – RATES****4.1 TDM SWITCHED ACCESS SERVICE****4.1.1 Carrier Common Line**

per access minute: \$0.000000

**4.1.2 Network Access**

A. Network Switching  
per access minute: \$0.0007

B. Common Trunk Port  
per access minute: \$0.00

**4.1.3 ISP-bound Traffic Rate (Originating or Terminating)**

Per Minute \$0.0007

**SECTION 4 - RATES AND CHARGES (Cont'd)****4.2 IP SWITCHED ACCESS SERVICE**

| 4.2.1 | Common Trunk Port   | Monthly<br>Recurring | Non-<br>recurring    |
|-------|---|----------------------|----------------------|
| A.    | Port Speed<br>1 Gbps ENNI<br>10 Gbps ENNI   | \$0.00<br>0.00       | \$1000.00<br>5000.00 |
| B.    | Allocated Bandwidth (Per S-VLAN/CE-VLAN) Per Mbps   | 0.00                 | 0.00                 |
| 4.2.2 | Committed Capacity (Per S-VLAN/CE-VLAN)   | Monthly<br>Recurring | Non-<br>recurring    |
|       | Concurrent Session Paths (CSPs)<br>Per Path   | \$0.00               | \$0.00               |
|       | Busy Hour Session Attempts (BHSA)<br>Per Attempt  | 0.00                 | 0.00                 |
| 4.2.3 | ISP-bound Traffic Rate (Originating or Terminating)   |                      |                      |
|       | Per Minute  | \$0.0007             |                      |
| 4.2.4 | Company, in accordance with FCC regulations and rules, will match rates at the lowest Price Cap provider if: (1) Company has a revenue sharing agreement and (2) Company either has (a) a three-to-one ratio of terminating to originating traffic in any month or (b) experiences more than a 100 percent increase in traffic volume in any month measured against the same month during the previous year |                      |                      |

**SECTION 4 - RATES AND CHARGES (Cont'd)****4.3 TOLL-FREE 8XX DATA BASE ACCESS SERVICE**

Customer Identification Charge

Issued: October 25, 2016

Effective: November 8, 2016

Issued By: Peter McElligott – Senior Counsel  
 GetGo Communications LLC  
 10 Exchange Place, Suite 1710  
 Jersey City, NJ 07302

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|                     |             |
|---------------------|-------------|
| Per Database Query: | \$ 0.004356 |
|---------------------|-------------|

#### **4.4 SERVICE ORDER CHARGES**

Service Order Charges are Non-Recurring Charges to recover the administrative costs associated with initiating Access Service.

##### **4.4.1 Service Implementation**

###### **Access Order Charge**

|                     |         |
|---------------------|---------|
| Per Access Request: | \$60.00 |
|---------------------|---------|

##### **4.4.2 Order Query**

|            |         |
|------------|---------|
| Per Query: | \$25.00 |
|------------|---------|

##### **4.4.3 Design Change/Partial Cancellation Charge**

|                   |         |
|-------------------|---------|
| Per Access Order: | \$50.00 |
|-------------------|---------|

**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES****5.1 SPECIAL ACCESS SERVICE**

Special access service is not offered on a general-availability basis. Certain services may be offered subject to the terms and conditions set forth for special service arrangements discussed in section 6.

**5.2 SERVICE CHANGE DISPUTE**

If an End User disputes a change in service, the Company will investigate the origin of the change. If the change was due to a Company error, the original service will be restored free of charge. If the change was submitted by a Customer or a third party and either the Customer or the third party is unable to produce evidence of the End User's consent then the responsible Customer or third party will be responsible for all charges and penalties associated with the unauthorized change.

**SECTION 6 – SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION****6.1 SPECIAL CONTRACT ARRANGEMENTS**

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein and waiver of Recurring, Non-Recurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

**6.2 SPECIAL SERVICE ARRANGEMENTS**

6.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as an Individual Case Basis or ICB, the Company will provide, where practical and at its sole discretion, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

6.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

6.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

6.2.4 ICB and special service arrangements will be provided, if offered to Customer, in writing and on a nondiscriminatory basis.

**6.3 NON-ROUTINE INSTALLATION CHARGES**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or 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 or night hours, additional charges may apply.

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**SECTION 6 – SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION (Cont'd)****6.4 SPECIAL CONSTRUCTION CHARGES****6.4.1 General**

A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:

- (1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (2) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (3) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (4) in a quantity greater than that which the Company would normally construct;
- (5) on an expedited basis;
- (6) on a temporary basis until permanent facilities are available;
- (7) involving abnormal costs;
- (8) in advance of its normal construction; or
- (9) when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

B. Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) Non-Recurring charges; (2) Recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combination thereof.

C. Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.