

## 2. GENERAL REGULATIONS

### 2.1 EXPLANATION OF TERMS

#### Advance Payment

The term "Advance Payment" denotes the requirement for partial or full payment required before the start of service.

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#### Commission

The term "Commission" denotes the Federal Communications Commission.

#### Company

The term "Company" denotes the Issuing Carriers identified above and their affiliate companies.

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**2. GENERAL REGULATIONS**

**2.1 EXPLANATION OF TERMS (Cont'd)**

Customer

The term "Customer" (when capitalized) denotes any person, firm, partnership, corporation or other entity that uses service under the terms and conditions of this Tariff and is responsible for the payment of charges.

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End Office

With respect to each 101-XXXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this Tariff shall be the point of interconnection associated with that 101-XXXX code in the Local Exchange Routing Guide, issued by Telcordia. Services provided at a Trunk Gateway location (as defined elsewhere) are the functional equivalent of services provided at an End Office location.

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**2. GENERAL REGULATIONS****2.1 EXPLANATION OF TERMS (Cont'd)**End User

The term “End User” means any wholesale or retail customer of an interstate or foreign telecommunications service that is not a carrier. The term “End User” may also refer to origination or termination locations accessed via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected or non-interconnected VoIP service.

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Interconnected VoIP Service

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An interconnected VoIP service is a service that (i) enables real-time, two-way voice communications; (ii) requires a broadband connection from the user’s location; (iii) requires internet protocol-compatible customer premises equipment (CPE); and (iv) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

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## 2. GENERAL REGULATIONS

### 2.1 EXPLANATION OF TERMS (Cont'd)

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#### Nonrecurring Charge

The term "Nonrecurring Charge" denotes a one-time only charge that applies for a specific work activity (i.e., installation or change to an existing service).

#### Non-interconnected VoIP Service

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The term "non-interconnected VoIP service" means a service that (i) enables real-time voice communications that originate from or terminate to the user's location using Internet protocol or any successor protocol; and (ii) requires Internet protocol compatible customer premises equipment; and (iii) does not include any service that is an interconnected VoIP service.

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#### Recurring Charge

The term "Recurring Charge" denotes a monthly flat-rated or usage sensitive charge that applies for a specific rate element.

#### Service Commencement Date (SCD)

The date upon which the Company notifies the Customer that the requested service or facility is available for use. The Company and the Customer may mutually agree on a substitute SCD. If the Company does not have an executed service order from the Customer, the SCD will be the first date on which the service or facility was used by the Customer.

#### Service Order

A request for service executed by the Customer and accepted by the Company in a format developed by the Company.

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## 2. GENERAL REGULATIONS

### 2.1 EXPLANATION OF TERMS (Cont'd)

#### Term Agreement

The term "Term Agreement" denotes a method of purchasing the Company's service whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

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#### Trunk Gateway

The point of interface between the PSTN trunk facility and the Company defined by CLLI codes assigned to the Company, as reflected in the LERG. Services provided at a Trunk Gateway location are the functional equivalent of services provided at an End Office location.

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#### Type 1 Arrangement

The term "Type 1 Arrangement" denotes an arrangement where all Customer locations are served directly by the Company's network facilities.

#### Type 2 Arrangement

The term "Type 2 Arrangement" denotes an arrangement whereby one or more Customer locations are not served directly by the Company's network facilities. The facilities for a Type 2 Arrangement are provisioned, in whole or in part, by a third party.

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#### Tandem Transport

The term "Tandem Transport" denotes the transport between an access tandem and the Company's End Office, Trunk Gateway or other functionally equivalent location.

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## 2. GENERAL REGULATIONS

### 2.2 UNDERTAKING OF THE COMPANY

The Company's service is furnished to a Customer for interstate communications. (T)  
The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service for the Customer in accordance with the terms and conditions set forth in this Tariff.

### 2.3 LIMITATIONS

Service is offered subject to the availability of the necessary systems, facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities and equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.

The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.

The Company shall not be liable for errors in transmission or for failure to establish (C)  
connections. (C)

The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or 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

## 2. GENERAL REGULATIONS

## 2.4 ASSIGNMENT OR TRANSFER

The Customer may not transfer or assign the use of service without the express prior written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity only if the existing Customer has paid all charges owed to the Company. Such transfer or assignment shall apply only where there is no interruption of the use or location of service. All rates, terms and conditions shall apply to all such permitted transferees or assignees.

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## 2.5 USE OF SERVICE

The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders and decisions.

The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

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Recording of telephone conversations of service provided by the Company is prohibited except as authorized by applicable federal, state and local laws.

## 2.6 OWNERSHIP OF FACILITIES

The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

**2. GENERAL REGULATIONS****2.7 DISCONTINUANCE AND RESTORATION OF SERVICE**

Service is provided until canceled by the Customer, in writing, or until canceled by the Company as set forth following. The Company may render bills subsequent to the termination of service for charges incurred before termination.

**2.7.1 CANCELLATION BY THE CUSTOMER**

Customers desiring to terminate service shall provide to the Company thirty (30) days written notice of their desire to terminate service. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer. Termination liabilities may apply to early cancellation of a Term Agreement.

**2.7.2 CANCELLATION BY THE COMPANY****A. Nonpayment**

The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than sixty (60) days overdue.

**B. Returned Checks**

The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

**C. For any violation of law or of any of the provisions governing the furnishing of service under this Tariff.**

The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Company from furnishing such service.

**2.7.3 RESTORATION OF SERVICE**

If service is discontinued for nonpayment or as otherwise provided herein and the Customer wishes it reinstated, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Nonrecurring charges applicable to a new installation of service will apply to restore service.

**2. GENERAL REGULATIONS****2.7 DISCONTINUANCE AND RESTORATION OF SERVICE (CONT'D)****2.7.4 CANCELLATION OF APPLICATION FOR SERVICE**

When the Customer or applicant cancels an application for service prior to the start of installation and/or prior to the start of special construction, no charge applies.

When installation of service has started prior to the cancellation, a charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charge. Installation is considered to have been started when the Company incurs any expense in connection with the Customer's order that would not have otherwise been incurred.

**2.8 BILLING AND PAYMENT**

The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Company shall bill in advance charges for all services provided during the ensuing billing period except for services billed on a per usage basis.

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Billing shall be based on usage as determined by call detail. When call detail is unavailable, bills shall be based on estimated PIU as described in Section 2.11. Company will apply a default 50% assumed PIU factor when call detail is unavailable and Customer fails to provide PIU.

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All bills for service provided to the Customer by the Company are due (payment date) within 30 calendar days of the bill date and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills shall be due from the Customer as follows:

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If such payment due date falls on a Sunday or on a Legal Holiday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday that is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

## 2. GENERAL REGULATIONS

### 2.8 BILLING AND PAYMENT (CONT'D)

If any portion of the payment is received by the Company after the due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the due date, multiplied by a late factor. The late factor shall be 1.5% per month.

#### 2.8.1. ADVANCE PAYMENT

A nonrefundable Advance Payment will be calculated as follows:

The minimum monthly charge for the minimum period plus the applicable nonrecurring charges for the services ordered.

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

The Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, only the portion of the Advance Payment for services actually installed will be credited. (C)  
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**2. GENERAL REGULATIONS****2.8 BILLING AND PAYMENT (Cont'd)****2.8.2 MINIMUM PERIODS**

The minimum period for which service is provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. In addition to the one (1) month minimum, termination liabilities may apply to early cancellation of a service purchased under a Term Agreement.

**2.8.3 TAXES**

The Customer is responsible for payment of any sales, use, gross receipts, excise, access, franchise or other local, state and federal taxes, charges, fees or surcharges (however designated)(excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of network services. Where applicable, such taxes will be billed by the Company to the Customer and will be separately stated on the Customer's invoice; provided, however, that the Company will not bill to the Customer such taxes as may be exempted by a tax exemption or resale certificate for operation in any jurisdiction in which the Customer obtains such a certificate.

**2.8.4 CLAIMS AND DISPUTES**

In the event that a billing dispute occurs concerning any charge billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.

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The Customer must pay all undisputed charges by the applicable due date. After filing a claim for disputed charges with the Company, Customer may be required, at Company's sole discretion, to place all disputed amounts into a U.S.-based, interest bearing escrow account with a third party escrow agent, with costs paid for by the disputing party.

All disputes between the Company and the Customer that cannot be settled through negotiation shall be resolved by arbitration upon written demand of either party. Arbitration shall be referred to the American Arbitration Association (AAA) and conducted pursuant to its Commercial Arbitration Rules, unless the parties agree otherwise. The arbitrator shall have the authority to award compensatory damages solely; such award shall be final and binding and may be entered in any court having jurisdiction thereof. Such arbitration shall be governed by the provisions of the Federal Arbitration Act.

**2. GENERAL REGULATIONS****2.8 BILLING AND PAYMENT (Cont'd)****2.8.5 PAYMENT OF DEPOSITS**

To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- two month's charges for a service or facility which has a minimum payment period of one month; or
- the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

A deposit may be required in addition to an Advance Payment.

When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

Deposits held will accrue interest at a simple interest rate of 3.0%. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

## 2. GENERAL REGULATIONS

### 2.9 LIABILITIES AND OBLIGATIONS

#### 2.9.1 LIABILITY OF THE COMPANY

The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing 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) to the period during which such error, mistake, omission, interruption or delay occurs.

In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

When the services or facilities of third-parties are used separately or in conjunction with the Company's facilities or equipment in establishing a physical or logical 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 third-parties or their agents, servants or employees. (C)

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 the Commission's Rules and Regulations. (C)

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, end users, or customers, or by facilities or equipment provided by the Customer. (T)

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. GENERAL REGULATIONS**

### **2.9 LIABILITIES AND OBLIGATIONS (CONT'D)**

#### **2.9.2 LIABILITY OF THE CUSTOMER**

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and

Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, end users, or customers, in connection with any service or facilities or equipment provided by the Company.

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

#### **2.9.3 OBLIGATIONS OF THE CUSTOMER**

The Customer shall be solely responsible, at its own expense, for customer-provided equipment and services. The Customer shall be solely responsible for the overall design of its services and for any redesigning or rearrangement of its equipment or services that may be required because of changes in Company services, operations or procedure, or changes in the minimum protection criteria or operating or maintenance characteristics of the Customer's equipment or services. The Company will provide reasonable notification to the Customer of any Company-initiated change that may require a change in customer-provided equipment and services.

**2. GENERAL REGULATIONS****2.9 LIABILITIES AND OBLIGATIONS****2.9.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)**

The Customer or authorized user is responsible for ensuring that customer-provided equipment connected to network equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on customer-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 the customer-provided equipment and wiring, or injury to the Company 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. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer (C)

The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company (T)

The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth in this Tariff. Should a Customer use the Company's service without a Service Order, the Company may require that the Customer execute a written Service Order within a reasonable time from the inception of service. Customers using the Company's service without an executed Service Order agree to comply with the general regulations and other provisions contained in this Tariff. (T)

Orders for Switched Access are deemed made by the Customer, and initiation of the respective obligations of the parties as set forth in this Tariff takes place, upon the routing of calls by the Customer to and from the Company. (N)

**2.9.4 INSPECTION, TESTING AND ADJUSTMENT**

The Company may, upon reasonable notice, make 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 service at any time, without penalty or liability. (C)

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 during the time that the Customer was notified prior to the release of that service.

**2. GENERAL REGULATIONS****2.10 CONNECTION OF FACILITIES OR EQUIPMENT**

Service furnished by the Company may be physically or logically connected with services or facilities of affiliated or unaffiliated third parties and with private systems, subject to technical limitations established by the Company. Service furnished by the Company may make use of the services, facilities, or equipment owned or controlled either directly or via contractual or other arrangements, by the Company.

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The Customer shall ensure that the facilities or equipment provided by the Customer are properly connected with the facilities or equipment of the Company. If the Customer maintains or operates the connected 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 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 written notice, terminate the existing service of the Customer. Where there is danger of immediate harm to the Company's network, the Company may disconnect the service without notice.

## 2. GENERAL REGULATIONS

### 2.11 DETERMINATION OF JURISDICTION

#### A. Reserved for Future Use

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#### B. Switched Access

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When ordering Switched Access Service, the Customer may be required to provide a projected PIU factor, which may be subject to audit by the Company. Where jurisdiction can be determined from the call detail, the Company will develop a projected PIU factor from the call detail which will be used to bill the Customer.

The Company will use the jurisdictional report provided by the Customer, or, in the absence of such report, the Company projected PIU factor developed from the call detail, to bill all interstate and intrastate rates and/or nonrecurring charges until the Company receives a revised report from the Customer or updates the Company projected PIU factor developed from the call detail.

The Customer shall keep sufficient detail from which the PIU can be ascertained for at least 18 months and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company request.

## **2. GENERAL REGULATIONS**

### **2.11 DETERMINATION OF JURISDICTION**

#### **B. Switched Access (Cont'd)**

The Company may, in its sole discretion:

- waive any and all of the jurisdictional reporting obligations imposed by this tariff on the Customer and/or the Company, or
- assign a default PIU of 50%.

### **2.12 SPECIAL CONSTRUCTION**

All rates and charges quoted in this Tariff provide for the furnishing of facilities when suitable facilities are available or where the design or construction of the necessary facilities does not involve unusual costs.

When, at the request of the Customer, the Company designs and/or constructs facilities that it would otherwise not construct, or the construction of such facilities involves a greater expense than would otherwise be incurred, Special Construction nonrecurring charges may apply.

### **2.13 SPECIAL ASSEMBLIES AND INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective customer to develop a bid for any switched access service that the Company is technically capable of providing but which is not offered under this Tariff (special assembly), or to develop a competitive bid for a service that the Company offers under this Tariff (ICB). Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB and special assembly rates will be offered to the Customer in writing and on a nondiscriminatory basis.

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### **2.14 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE COMPANY IS INVOLVED**

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).