



**Network Billing Systems, LLC  
dba Fusion dba Solex**

695 Route 46 West  
Fairfield, NJ 07004

**Telecommunications Service Guide**

*For Local Exchange and Interexchange Telecommunications Services Provided in the State of*

**Alabama**

Thank you for selecting Network Billing Systems, LLC dba Fusion dba Solex (“Solex”) as your telecommunications service provider. This Service Guide constitutes the rates, terms, and conditions applicable to your use of Solex’s retail local exchange and interexchange telecommunications services in the State of Alabama, in lieu of an intrastate tariff, unless otherwise established under a separate Service Agreement.

For additional information or assistance, please visit us on the web at <http://www.fusionconnect.com> or contact our Customer Care representatives, toll free at 1.888.301.1721, via Email (see <http://www.fusionconnect.com/support/customer-support>) or in writing addressed to Customer Service at 695 Route 46 West, Fairfield, NJ 07004

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## APPLICATION OF SERVICE GUIDE

This Service Guide sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of regulated competitive local exchange and intrastate interexchange Services offered by Network Billing Systems, LLC dba Solex dba Solex (“Solex”) to Customers subject to availability, not otherwise provided under a separate service agreement.

Solex has been granted authority to provide Local Exchange and Interexchange Service throughout the State of Alabama.

The rates and regulations contained in this Service Guide apply only to the intrastate telecommunications Services furnished by Solex and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other Common Carrier for use in accessing the Services of Solex. This Service Guide does not cover any information service or other unregulated service offered by Solex. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Department.

BY PRESUBSCRIBING, OTHERWISE UTILIZING, OR PAYING, DIRECTLY OR INDIRECTLY FOR COMPANY’S SERVICES, YOU HEREBY AGREE TO THE RATES, CHARGES, TERMS, AND CONDITIONS WHICH FOLLOW. IF YOU BELIEVE THAT YOUR USE OF SERVICES HAS BEEN MADE IN ERROR, PLEASE CONTACT SOLEX TELECOMMUNICATIONS, LLC’S SERVICE DEPARTMENT IMMEDIATELY AT 1.888.301.1721.

Solex may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Service Guide (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Solex at variance with the terms hereof, or any failure, refusal or neglect of Solex to exercise any right under this Service Guide or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Solex to exercise any right, power or option hereunder.

The rates, rules, terms and conditions contained herein are subject to change. Subscribers will be notified of changes through bill messages or inserts in the billing cycle prior to the date on which changes become effective. Changes will also be posted on Solex’s website at [www.fusionconnect.com](http://www.fusionconnect.com).

This Service Guide is governed and interpreted according to applicable laws and regulations of the State of Alabama.

## DEFINITIONS

### Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

### Circuit:

An electronic path between two or more points, capable of providing a number of channels.

### Commission:

The Alabama Public Service Commission.

### Company:

Network Billing Systems, LLC dba Fusion (“Company”), the issuer of this Tariff

### Customer:

The person, firm, corporation or other entity that orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

### Customer Premises:

A location(s) designated by the Customer for the purposes of connecting to Company’s Services.

### Dedicated Circuit

A circuit designated for exclusive use by specified users.

### Direct Inward Dialing

Permits inward-directed calls to a PBX to reach a specific PBX extension without human intervention, bypassing the attendant.

**DEFINITIONS, Continued**

## Direct Outward Dialing

An automated PBX feature that provides for outgoing calls to be dialed directly from the user terminal, usually by dialing a “9” to get an outside dial tone.

## Disconnect or Disconnection:

The termination of a facility connection between the originating station and the called station or the Company’s operator.

## Premises:

A building or buildings or contiguous property, not separated by a public highway or right-of-way.

## T-1

A digital transmission link with a capacity of 1.544 Mbps, that can be divided into 24 voice channels, each operating at 64 Kbps, by multiplexing. The “voice” channels can also be used to carry data.

## **RULES AND REGULATIONS**

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

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the Commonwealth of Alabama.
- 2.1.2. Company is a provider of local exchange telecommunications service to Customers for their direct transmission and reception of voice and data communications.
- 2.1.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

## **RULES AND REGULATIONS**

### **2.2. LIMITATIONS OF SERVICE**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Department rules.
- 2.2.3. 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.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

## RULES AND REGULATIONS

### 2.2. LIMITATIONS OF SERVICE, Continued

- 2.2.7.** EXPRESS AND IMPLIED WARRANTIES - 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.

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

- 2.2.8.** Errors in Billing - The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the even that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- 2.2.9.** Provision of Service - Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.



## RULES AND REGULATIONS

### 2.2. LIMITATIONS OF SERVICE, Continued

#### 2.2.10. Emergency 911 Service

With respect to emergency 911 Service:

1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suites or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.
2. Neither is Company responsible for any infringement nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

## RULES AND REGULATIONS

### 2.2. LIMITATIONS OF SERVICE, Continued

2.2.11. Directory Listings – Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.

1. Cost and Time - Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
2. Private and Semi-Private Listings - In conjunction with private and semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such government authority. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

## RULES AND REGULATIONS

### 2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. Applications for Service must be in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the Application for Service.
- 2.3.4. The Company strictly prohibits use of the Company's Services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid Credit Card numbers to the Company or in any way misrepresenting the identity of the Customer.

## RULES AND REGULATIONS

### 2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.
- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3 Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

## RULES AND REGULATIONS

### 2.4. LIABILITIES OF THE COMPANY, Continued

2.4.4. Company shall be indemnified and held harmless by the Customer against:

- A. 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 Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or Premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the Premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

## RULES AND REGULATIONS

### 2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its facilities or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Department pursuant to Alabama law. The Company shall not be responsible for claims made outside the thirty (30) day period. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

## **RULES AND REGULATIONS**

### **2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through customer-controlled or customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

## **RULES AND REGULATIONS**

### **2.5. INTERRUPTION OF SERVICE**

The Company does not provide credit allowances for interruption of service.

### **2.6. RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

### **2.7. MINIMUM SERVICE PERIOD**

The Minimum Service Period is one (1) year. At the end of the minimum service period, the terms of service will remain in effect until the Customer or the Company provide written notice of termination in accordance with the terms and conditions of their written agreement. Customers that cancel service prior to the end of the Minimum Service Period will be assessed penalties as outlined in Section 2.9.



## RULES AND REGULATIONS

### 2.8. APPLICATION FOR SERVICE

- 2.8.1. A Customer desiring to obtain Service initially may make application for service via regular mail, facsimile transmission, electronic mail, where available, or via telephone. The Customer subsequently must complete the appropriate service order form and submit the service order in compliance with Company subscription requirements as may be established from time to time.
- 2.8.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.
- 2.8.3. Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of Service is precluded under Section 2.8.5., below.
- 2.8.4. Company will use reasonable efforts to make Service available to Customers on or before a particular date, subject to the provisions and compliance by the Customer within the provisions of this Tariff. The lack of facilities or other operational impediments, including regulatory approvals, may preclude or delay provision of Service (a) in a particular location or to a particular Customer and/or (b) at any promised performance level. Actual transmission speeds and service characteristics of a Service may vary from those expected by the Customer due to such factors as the length and gauge of the line and other operational characteristics of the equipment and facilities used.
- 2.8.5. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.

## **RULES AND REGULATIONS**

### **2.9. PAYMENTS AND BILLING**

- 2.9.1. The Company will comply with the billing and collection practices set forth in D.P.U. 18448. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.9.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.9.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees. Where any undercharge in billing of a Customer is the result of a Company mistake, Company will backbill Customer for applicable charges up to twenty four (24) months.
- 2.9.4. A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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## RULES AND REGULATIONS

### 2.9. PAYMENTS AND BILLING, Continued

- 2.9.5. Billing disputes should be addressed to Company's customer service organization via telephone to 888.301.1721. Customer service representatives are available from 8:30 AM to 4:59 PM Eastern Time. Messages may be left for Customer Services from 5:00 PM to 8:29 AM Eastern Time, which will be responded to on the next business day. In the event of an emergency that threatens customer service, Customer Service Staff may be paged.
- 2.9.6. The Customer is responsible for notifying Company in writing, within twenty-one (21) days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the date on the invoice.
- 2.9.7. In case of a billing dispute between Customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, Customer may enter the following arrangement:
- A. First, Customer requests, and Company will comply with the request, an investigation and review of the disputed amount.
  - B. The Customer pays the undisputed portion of the bill by the Due By Date shown on the bill or the Service will be subject to disconnection if Company has notified Customer by written notice of such delinquency and impending termination.
  - C. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to Department for its investigation and decision.
  - D. Company will not disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.
  - E. Company will respond to the Department's requests for information within ten (10) business days.

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**RULES AND REGULATIONS****2.9. PAYMENTS AND BILLING, Continued**

## 2.9.7. Disputed Bills, continued

- F. The Department will review the claim regarding the disputed amount, communicate the results of its review to Customer and, and require disbursement according to those results.
- G. After the investigation and review are completed by Company as noted in subsection A, above, if Customer elects not to deposit the amount in dispute with Department, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.
- H. Pursuant to its authority under G.L.c. 159, the DTC has discretion whether to adjudicate complaints between non-residential customers and the Company, D.T.E. 02-85 (June 2, 2003).
- I. The address and telephone number of the Department are:

Alabama Department of Telecommunications and Cable  
1000 Washington Street, Ste. 820  
Boston, MA 02118-6500  
Telephone: 617.305.3580  
<http://www.mass.gov/ocabr/government/oca-agencies/dtc-lp/>

## RULES AND REGULATIONS

### 2.10. CANCELLATION BY CUSTOMER

- 2.10.1. Customer may cancel service by providing written notice to Company according to the terms of their separate agreement.
- 2.10.2. Customer is responsible for usage charges and associated local exchange company charges, if any, while still connected to the Company's service, even if the Customer utilizes services rendered after the Customer's request for cancellation has been made.
- 2.10.3. In the event the Customer terminates service with the Company prior to the end of the Minimum Service Period stated in Section 2.7, the Customer will be assessed penalties for termination of service as set forth below:
  - A. If the Customer orders service and then cancels the order before such service begins, then the Customer forfeits any advance payment and may be subject to early termination liability equal to the total monthly recurring charges multiplied by the number of months remaining in the term.
  - B. If the Customer orders service and cancels the order before completion of the minimum service period, then the Customer must pay a termination fee amounting to the total monthly recurring charges multiplied by the number of months remaining in the term.
  - C. If the Company incurs liabilities expressly on behalf of the Customer that are not fully reimbursed by installation and monthly charges, the Customer must reimburse the Company's expenses and liabilities.
  - D. If Customer orders service and construction has either begun or has been completed, but no service provided, the customer must reimburse the Company the costs of construction in addition to the early termination liability as provided for in 2.10.3.A above.

Termination penalties are due and payable immediately upon termination of service.

## **RULES AND REGULATIONS**

### **2.11. CANCELLATION BY COMPANY**

- 2.11.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
- A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or
  - B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
  - C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
  - D. For unlawful use of the service or use of the service for unlawful purposes; or
  - E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.;

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## RULES AND REGULATIONS

### 2.11. CANCELLATION BY COMPANY, Continued

- 2.11.2. Company may suspend Service to non-residential customers without liability upon eight (8) days written notice to the Customer via first-class mail or via email prior to suspension of Service for non-payment of bills for service or refusal to provide Company with either a deposit or advance payment

Company will provide the Customer with written notice via First Class U.S. Mail or email stating the reason for suspension, and allow the Customer not less than eight (8) days to remove the cause for suspension. Service may not be suspended on Saturdays, Sundays or holidays.

- 2.11.3 Company may terminate service to Customers without liability upon that a written notice of discontinuance of service, with reasons specified, sent fifteen (15) days prior to discontinuance, followed by a second written notice five (5) days prior to discontinuance of service. Notices will be sent via First Class U.S. Mail.

- 2.11.4 The Company may not terminate service of a Customer whose service has been suspended until at least five (5) days after the date on which suspension shall have occurred.

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

## **RULES AND REGULATIONS**

### **2.12. INTERCONNECTION**

- 2.12.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
  
- 2.12.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.



## **RULES AND REGULATIONS**

### **2.13. DEPOSITS AND ADVANCE PAYMENTS**

- 2.13.1. Interest rates applied to Customer deposits held by Company are prescribed by the Department, pursuant to 220 CMR 26.09.
- 2.13.2. Company may require a deposit from an applicant for new service. A deposit may be waived if, according to Company's assessment, the applicant is a satisfactory credit risk.
- 2.13.3. Company may require a deposit from an existing Customer as a condition to the further provision of Service if, according to Company's assessment, the Customer has become a credit risk.
- 2.13.4. The Company will calculate the maximum deposit required from an applicant for Service or an existing Customer by estimating the expected charges for service for a one (1) month period. Company may adjust the amount of deposit to be held in order to maintain a one (1) month estimated amount when, according to Company's assessment, such adjustment is deemed necessary to adequately secure the account.
- 2.13.5. Customers may satisfy deposit requirements as follows:
  - A. In cash,
  - B. By an acceptable bank letter of credit,
  - C. Through an acceptable third-party guarantee (Residential Service Customers only),
  - D. Other forms of security acceptable to Company.

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## RULES AND REGULATIONS

### 2.13. DEPOSITS AND ADVANCE PAYMENTS, Continued

- 2.13.6. Deposits will be refunded to Customers, along with accrued interest, when one (1) of the following is met:
- A. Service has been terminated or discontinued; or
  - B. The Customer has established acceptable credit as specified elsewhere in this Tariff; or
  - C. A Customer is not currently delinquent and has made timely payment of bills for a period of twelve (12) consecutive months. Timely payment means that no more than two (2) bills during the previous twelve (12) months were paid beyond the due date. A refund shall not be made if Service has been suspended for non-payment within the previous twelve (12) months.
- 2.13.7. When Service has been terminated or disconnected, Company will deduct any and all unpaid amounts from the deposit, and the difference will be refunded, if applicable.
- 2.13.8. Interest rates applied to Customer deposits held by Company are prescribed by the Department.
- 2.13.9. To safeguard its interests, Company may require an applicant for Service to make an advance payment before Services are furnished. The advance payment required from an applicant shall be in lieu of, and not in addition to, a deposit, and will not exceed an amount equal to two (2) times average monthly bill for the Service. The advance payment will be credited to the Customer's local service bills until it has been liquidated. If the Customer fails to obtain ordered service, the advance payment shall be forfeited to the Company and Customers shall be assessed additional costs as set forth in Section 2.10.3.

## **RULES AND REGULATIONS**

### **2.14. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

### **2.15. TAXES**

Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, surcharges (however designated), 911 Taxes, Local Number Portability, TRS and Rights-of-Way, excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

## SERVICE OFFERINGS

### 3.1 General

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

### 3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time.

**SERVICE OFFERINGS, Continued**

**3.2 Charges Based on Duration of Use, Continued**

**3.2.1 Applicable Rate Periods**

Unless otherwise specified, applicable rate periods are indicated in the chart below:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

\* To, but not including

**SERVICE OFFERINGS, Continued****3.3 Rates Based Upon Distance**

Where charges for a service are specified based upon distance, the following rules apply:

- 3.3.1** Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

**SERVICE OFFERINGS, Continued**

**3.4 Calculation of Distance**

Usage charges are based on the airline distance between the serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by area code and exchange numbers. All calls are billed from the End User's serving wire center to the terminating point serving wire center.

The distance between the originating point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by NECA Tariff FCC No. 4, in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the originating point and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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**SERVICE OFFERINGS, Continued****3.5 Directory Listings**

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no additional charge. For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

**3.6 Basic Local Exchange Service****3.6.1. General**

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to the Company's operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Service can also be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch at no charge upon customer request. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line residence and business service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message





toll service and for local calling appropriate to the tariffed use offering selected by the customer.

## **SERVICE OFFERINGS, Continued**

### **3.6 Basic Local Exchange Service, Continued**

#### **3.6.1 Local Business Package**

The Local Business Line Service provides a customer with all the features of basic local exchange service set forth above, provided over a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time.

The Business Package includes Unlimited Local Calling, Caller ID and Line Hunting Service.

Additional line features are available such as:

- Call Waiting
- Repeat Dialing
- Distinctive Ring
- Three-Way Calling
- Call Forwarding - Variable, Busy Line, No Answer
- Voicemail Services

See Section 4.1 for rates.

## SERVICE OFFERINGS, Continued

### 3.7 Interexchange Service

Company provides the following interexchange services:

**Dial Access Service** is a switched or dedicated access service, offering users outbound “1 plus” long distance telecommunications services from points originating and terminating in the State of Alabama.

**Dedicated access services** are designed for Customers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities. Customers must experience a minimum of \$3,000.00 of monthly calling to qualify for dedicated access services. Dedicated facilities may be provided by the Customer or through the Company and are billed by the underlying local service provider under its access tariffs.

**800 Service** is a switched or dedicated access service, offering users inbound, toll free “800” number, long distance telecommunications services from points originating and terminating in the State of Alabama. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned “800” number. The Customer pays for the call.

**Calling Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the U.S. by dialing a toll free “800” number and entering a personal identification code, followed by the desired telephone number. Calling card calls are billed at the Applicant's tariffed rates and appear on the Customer's monthly long-distance bill.

**SERVICE OFFERINGS, Continued****3.8 Directory Assistance Service**

The Company furnishes Directory Assistance Service (“DA”) for the purpose of aiding subscribers in obtaining telephone numbers through arrangements with the incumbent local exchange carrier when a party in Alabama requests assistance in obtaining telephone numbers of subscribers who are located within the same numbering plan area as the number the party is calling from.

In order to make allowance for a reasonable need for numbering plan area DA service, including numbers not in the directory, directory inaccessibility and other conditions, no charge applies for the first three calls for telephone numbers of subscribers who are located within the numbering plan area of the calling party per month per station access line. The allowance is cumulative for all group billed services furnished on the same premises or as part of the same system within an exchange.

Charges for DA are not applicable to inquiries received from public and semipublic telephones, nor from telephone service furnished for the use of handicapped persons.

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**RATES AND CHARGES, Continued****4.1 Basic Local Exchange Service**

Service to be provided as defined in Section 3.7 of this tariff.

Service charges under Section 4.2 also apply.

Monthly Rate: \$37.95

Additional line features are available such as:

- Call Waiting
- Repeat Dialing
- Distinctive Ring
- Three-Way Calling
- Call Forwarding - Variable, Busy Line, No Answer
- Voicemail Services

Additional Line Features are provided in feature packages at an additional cost:

One Feature Package:	\$3.00 MRC
Two Feature Package:	\$5.00 MRC
All Feature Package:	\$7.00 MRC

**RATES AND CHARGES, Continued****4.2 Service Ordering Charges**

New Line Installation Charges = involves the installation of new line number and dial-tone services. Pricing varies depending upon service address and line location requirements.

Non-recurring pricing can be up to \$60.00 NRC per new local line installation.

Existing Line Migration Charges = involves the migration/transfer of existing line number and dial-tone services from another local telephone service provider to BCN Telecom. Pricing varies based up service term length agreed upon by customer.

For Month-To-Month service the local line migration charges are \$35.00 NRC per local line migrated.

**RATES AND CHARGES, Continued**

**4.3 Interexchange Service**

4.3.1. Switched Access Services

A. Dial Access Service

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group A	\$.0174	\$.0087
Group B	\$.0162	\$.0081
Group C	\$.0152	\$.0076

B. Direct Access 800 Service

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group A	\$.0174	\$.0087
Group B	\$.0162	\$.0081
Group C	\$.0152	\$.0076

A recurring monthly charge of \$2.00 is billed for each inbound “800” number.

A \$.30 surcharge will apply to all calls initiated from a pay telephone.

**RATES AND CHARGES, Continued**

**4.3 Interexchange Service, Continued**

4.3.2. Dedicated Access Services

A. Dedicated Dial Access Service

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>	
Group A	\$.0108	\$.0054	
Group B	\$.0102	\$.0051	
Group C	\$.0094	\$.0047	
Access coordination fee			\$450.00
Central Office connection fee, per exchange			\$1,500.00
Entrance facilities charge, per month			\$175.00

B. Dedicated Access 800 Service

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group A	\$.0108	\$.0054
Group B	\$.0102	\$.0051
Group C	\$.0094	\$.0047

4.3.3. Travel Card Service

Calling card charges are billed in six (6) second increments with a thirty (30) second minimum per call.

<u>Rate Group</u>	<u>Initial 30 seconds</u>	<u>Additional 6 seconds</u>
Group A	\$.125	\$.025
Group B	\$.095	\$.019
Group C	\$.085	\$.017

A \$.35 surcharge will apply to all calls initiated from a pay telephone.



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**RATES AND CHARGES, Continued****4.4 Directory Assistance**

The Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing “1”, the area code of the desired number and “555-1212”.

Directory Assistance, per call \$.60

**4.5 Emergency Services**

Allows Customers to reach appropriate emergency services including police, fire and medical services. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling. If 911 Service is not available in an area, the Company shall make arrangements for the Customer to reach the appropriate emergency services through dialing “0”.

**4.6 Telecommunications Relay Service**

Telecommunications Relay Service enables hearing-impaired or speech-impaired persons who use a text telephone or similar devices to communicate freely with the hearing population for using the text telephone and vice versa. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges.

**4.7 Telephone Directory**

For Customers that subscribed to the Company’s Basic Local Exchange Service, the Company will provide each Customer annually at no charge one copy of a printed directory listing all telephone Service subscribers, except for unlisted and unpublished numbers, within the Customer’s local exchange area. The Company may, at its option, either publish its own directory or provide a copy of one published by the dominant exchange service provider.

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## RATES AND CHARGES, Continued

### 4.8 Call Blocking Service

Call Blocking Service is a Service which provides Customers with the capability to block originating calls to the 1-900 calling networks or 976 services. When Call Blocking Service is requested, all originating calls to 900 numbers nationwide will be blocked. Calls to a 976 service will also be blocked. Customers with Call Blocking Service attempting to dial a 900 number from a restricted line will reach a Company-provided or DUC-provided intercept announcement. Call Blocking is provided at no charge.

### 4.9 IntraLATA Presubscription

#### a. Application of Rates

There will be no charge for a subscriber's initial intraLATA toll presubscription selection.

New local service subscribers will be asked to select a carrier(s) for their intraLATA toll and interLATA calls subject to presubscription at the time they place an order with the Company for local exchange service. If the new subscriber is unable to make a selection at that time, the new subscriber will be read a random listing of all available intraLATA toll carriers to aid his/her selection. If the new subscriber is still unable to make a selection at that time, the Company will inform the new subscriber that he/she will be given 90 days in which to inform the Company of an intraLATA toll presubscription carrier at no charge. The new subscriber will also be informed that the Company will assess a charge for any selection made after the 90 day window and that until a selection is made, the subscriber will be required to dial a carrier access code to route all intraLATA toll calls.

**RATES AND CHARGES, Continued**

**4.9 IntraLATA Presubscription, Continued**

A. Application of Rates, Continued

New subscribers who do not make an intraLATA toll carrier presubscription choice at the time the new subscriber places an order establishing local exchange service with the Company will not be presubscribed to any intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

After a subscriber's initial selection for a presubscribed intraLATA toll carrier, an intraLATA presubscription change charge will apply for any change thereafter.

B. IntraLATA Presubscription Change Charge

Per non-residence or residence line, trunk, or port

	<u>Non-recurring Charge</u>
Initial line, trunk, or port	\$ 5.00
Additional line, trunk, or port	\$ 5.00

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## RATES AND CHARGES, Continued

### 4.10 Individual Contract Basis (ICB) Rates

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

Upon completion of any contractual arrangements entered into under this section, the Company will file additional tariff sheets as an amendment to this tariff summarizing the services, rates, terms, conditions, and duration of the contract, and will make the contract itself available to the Commission upon the Commission's request. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under law.

**RATES AND CHARGES, Continued****4.11 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Promotions will be filed as separate tariff sheets under this section.

All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designated, provide for its conclusion upon the occurrence of a promotion-related event that is reasonably certain to occur, although the timing may not be certain.

All promotions shall be made available to other carriers for resale, and shall be priced, in conjunction with the entire service offering as a whole, above the Company's total service long run incremental cost.

Promotions will be implemented with at least one day's notice prior to the effective date of each promotion.