



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

695 Route 46 West, Suite 200  
Fairfield, NJ 07004

Telecommunications Service Guide

*For Local Exchange and Intrastate Interexchange Telecommunications Services  
Provided to Commercial Subscribers  
in the State of*

**New York**

This Service Guide constitutes the rates, terms, and conditions applicable to your use of Network Billing Systems, LLC dba Fusion dba Solex's ("NBS" or "Company") retail local exchange and interexchange telecommunications services in the State of New York, 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 888.301.1721, or in writing addressed to the attention of Customer Service at 695 Route 46 West, Suite 200, Fairfield, NJ 07004.



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## APPLICATION OF SERVICE GUIDE

This Service Guide establishes the standard rates, terms, and conditions that apply to the provision and your use of Network Billing Systems, LLC dba Fusion dba Solex ("NBS" or "Company") retail local exchange and interexchange long distance telecommunications Services in the State of New York. Your verbal or written Service Order or any use by you of NBS's Service constitutes agreement by you to all of the rates, terms, and conditions set forth in this Service Guide, including any other documents specifically incorporated herein.

The provisions of this Service Guide apply only to retail intrastate telecommunications Services furnished by NBS and do not apply, unless otherwise specified, to any other services, including, without limitation, Information Services and other unregulated services offered by NBS. Except as expressly specified in this Service Guide with respect to particular Service plans ordered by Customers, the rates and charges set forth in this Service Guide do not cover lines, facilities, or services furnished to Customers by other carriers, including, without limitation, lines, facilities, or services that are used by Customers to access NBS's long distance Services or to complete calls to or from points beyond NBS's local network calling areas. Customers are solely responsible for obtaining any customer premises equipment and for establishing suitable agreements or other arrangements with other carriers that may be needed to access and use NBS's Services.

The provisions of this Service Guide, together with any Applicable tariffs, establish the sole and exclusive rates, terms, conditions, and understandings pertaining to NBS's provision and Customer's use of Services ordered by Customer, and supersede all prior agreements, proposals, representations, and understandings, whether written or oral, with respect to such Services. No provisions of this Service Guide or any Applicable tariff may be changed, waived, or otherwise amended, or modified in any manner except pursuant to a Written Contract document that has been duly executed by NBS for such purpose.

In the event of any conflict between the provisions of this Service Guide and any applicable Written Contract tariff, such conflict will be resolved by giving preference, first, to the Applicable Written Contract provisions and, second, to this Service Guide.

The rates, rules, terms, and conditions contained in this Service Guide are subject to change at NBS's sole discretion. Customers will be notified of changes through bill messages or inserts or otherwise in accordance with Applicable Law and regulations prior to the date on which changes become effective. Changes will also be posted on NBS's website at <https://telplex.com/>. Your continued use of NBS's Service following any such changes constitutes your agreement to such changes.

This Service Guide is governed by and interpreted according to Applicable Laws and regulations of New York.

In the event of disputes or complaints between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

By Phone: Helpline (for complaints/inquiries):

1-800-342-3377 for Continental United States or,  
1-800-662-1220 for Hearing/Speech Impaired: TDD or,  
518-472-8502 for fax

Online at <http://www.dps.ny.gov/complaints.html> or,

By Mail: NYS Department of Public Service, Office of Consumer Services, 3 Empire State Plaza,  
Albany, NY 12223-1350



## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Service Guide are defined below:

### Authorized User:

A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

### Business Service:

A Service that conforms to one or more of the following criteria:

- A. the Service is primarily for paid commercial, professional or institutional activity; or
- B. the Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the Service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of Service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of Service unless other criteria apply.

### Called Station:

The terminating point of a call (i.e., the called number).

### Carrier:

A company authorized by the [State Commission] Commission to provide telecommunications services.



## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

### Company:

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

### Contract:

A binding agreement between Customer and Company specifying terms, pricing, and other conditions of Service. A Contract for a particular Service is formed upon the Company’s acceptance of a Service Order or the Customer’s use of the Service provided by the Company. Except as otherwise provided in a Written document signed by the Company and the Customer, the provisions of this Service Guide, together with the applicable Service Order, constitute the Contract for the Service requested or used by the Customer.

### Customer or Subscriber:

The person, firm, partnership, corporation, municipality, cooperative organization, governmental agency, etc., that is provided a Service and that is responsible for the payment of charges and compliance with the terms and conditions of this Service Guide and any Written Contract for Service.

### Customer Premises:

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

### Customer Premises Equipment (CPE):

Equipment located at the Customer’s Premises for use with Company’s Services.

### Commission:

The [State Commission]

### Disconnect or Disconnection:

The termination of a circuit connection between the Originating Station and the Called Station or Company’s operator.



## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

### Facility:

Includes, in the aggregate or otherwise, but is not limited to, the following:

channels	lines
apparatus	devices
equipment	accessories
communications paths	systems

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

### Force Majeure:

Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

### Holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

### Individual Case Basis ("ICB"):

Aa Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

### Interexchange Carrier (IXC):

A Long Distance Telecommunications service provider.



## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

### Interruption:

The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for Service difficulties such as slow dial tone, Circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company. Any Interruption allowance provided within this Service Guide by the Company shall not apply where Service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Service Guide, terminates Service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or breach of the provisions of this Service Guide, or as required by applicable law.

### LATA:

Local Access and Transport Area ("LATA"). A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

### Local Exchange Carrier:

A company which furnishes local exchange telecommunications service.

### Local Telephone or Local Exchange Service:

Public switched communication service between points within an Exchange Area

### Long Distance Telecommunications ("Toll") Service:

Public switched communication service between points in different Exchange Areas.

### Monthly Recurring Charges (MRC):

Monthly charges to the Customer for Services, that continue for the agreed upon duration of the service.

### Non-Recurring Charge (NRC):

A one-time charge assessed to initiate and establish a Service or in connection with other work performed by the Company.





## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

### Premises:

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

### Service(s):

The intrastate telecommunications Services that Company offers pursuant to this Service Guide.

### Service Guide:

A document which sets forth the Company's rates, terms, and conditions in the jurisdiction where the Service Guide applies.

### Station:

Each telephone on a line where no telephone number associated with the line is also provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

### Station-to-Station:

Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

### White Pages Directory Listing:

A directory listing found in the local White Pages telephone directory.

### Written; In Writing:

Both "written" and "in –writing" describe materials intended to be read, either in hardcopy document form (including fax) or transmitted through electronic media. For purposes of these rules, whenever anything is required to be provided "in writing" or in "written" form (e.g., a disclosure, a notice, or a confirmation), the requirement may be satisfied through the use of electronic media if both the Company and Subscriber parties to the communication have agreed to do so. If they have not, a tangible, hardcopy document is required. (The Company's electronic communications with customers and agreements to use electronic communications must satisfy the requirements of the federal Electronic Signatures Act, 15 USCA §§ 7001 et seq. and/or state law, as applicable.)



## SECTION 2 – RULES AND REGULATIONS

### 2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company undertakes to provide Services subject to the terms and conditions of this Service Guide.
- 2.1.2. Company's Services are furnished for telecommunications originating and/or terminating in any area within the State of New York.
- 2.1.3. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- 2.1.4. Company does not transmit messages pursuant to this Service Guide, but its Services may be used for that purpose.
- 2.1.5. 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.
- 2.1.6. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Service Guide.



## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.2. CUSTOMER'S USE OF SERVICE

- 2.2.1. Service may be used for any lawful purpose consistent with this Service Guide and with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services.
- 2.2.2. Equipment Company provides or installs at the Customer's premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.
- 2.2.3. The Services Company offers may not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer with respect thereto.
- 2.2.4. Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common carrier, receives any payment or other compensation. This provision does not prohibit an arrangement between the Customer or Authorized User to share the cost of Service.
- 2.2.5. Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.6. Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.
- 2.2.7. The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.



## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.2. CUSTOMER'S USE OF SERVICE, Continued

- 2.2.8. 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 Company.
- 2.2.9. Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available tariffs.

### 2.3. APPLICATION FOR SERVICE

- 2.3.1. A Customer desiring to obtain Service 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.
- 2.3.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.
- 2.3.3. 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 Service Guide until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of Service is precluded under Section 2.6.1.
- 2.3.4. Request for Service under this Service Guide 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.
- 2.3.5. Where the Customer cancels an application for Service, a cancellation charge will apply as specified in the Cancellation or Modification of Service by Customer Section of this Service Guide.
- 2.3.6. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.



## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.4. DEPOSITS

- 2.4.1. 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.
- 2.4.2. 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.
- 2.4.3. Company will calculate the maximum deposit required from an applicant for Business Service or an existing Business customer by estimating the expected charges for Service for a two (2) month period. Company may adjust the amount of deposit to be held in order to maintain a two (2) month estimated amount when, according to Company's assessment, such adjustment is deemed necessary to adequately secure the account.
- 2.4.4. Customer's 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.
- 2.4.5. Deposits will be refunded to Business Service Customers no later than two years of non-delinquency in payment of bills rendered in accordance with Part 600.1(b) of 16 N.Y.C.C.R. unless otherwise agreed to under a separate Written Contract.
- 2.4.6. 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.
- 2.4.7. Interest rates applied to Customer deposits held by Company as may be set by the Commission.



## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.5. CREDIT

2.5.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Service Guide as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.

2.5.2. Company may require any applicant or Customer to establish and maintain credit in one of the following ways:

- A. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing;
- B. Providing a suitable guarantee in writing, in a form prescribed by Company;  
or
- C. Paying a cash deposit pursuant to Section 2.4.

Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

2.5.3. Company will extend credit to an applicant for new Service without a deposit if the applicant has verifiable previous or existing telephone service with any telephone company in the United States for at least twelve (12) months, and the payment record is made available and the account history is satisfactory. The payment record of an account will be deemed satisfactory if all the following are met:

- A. The previous or existing service was not discontinued for nonpayment, and was not abandoned, within the past twelve (12) months; and
- B. The applicant has not been sent denial notices for previous or existing service within the past twelve (12) months; and
- C. The applicant has paid for all previous and existing service without referral to a collection agency and without a declaration of un-collectibility; and
- D. The applicant provides accurate credit information as appropriate.



## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.5. CREDIT, Continued

- 2.5.4. To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit.
- 2.5.5. Customer credit information may be exchanged between telecommunications companies and other utilities. Customer credit information will be retained for two (2) years, unless otherwise required by the Commission.
- 2.5.6. If an applicant for Service is unable to provide satisfactory credit information, Company may refuse to provide Service unless the applicant furnishes a deposit pursuant to Section 2.4.

### 2.6. PROVISION AND MAINTENANCE OF SERVICE

- 2.6.1. 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 Service Guide. 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.
- 2.6.2. At the request of the Customer, installation or maintenance may be performed outside of 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 by Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.



## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.6. PROVISION AND MAINTENANCE OF SERVICE, Continued

- 2.6.3. Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned or otherwise obtained to ensure the required level of Service. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but will not thereby alter the technical parameters of the Service provided to the Customer.
- 2.6.4. Company will use reasonable efforts to maintain the Service that it furnishes to the Customer. Company may make such tests, adjustments and inspections as may be necessary to maintain Company's Services and equipment in satisfactory operating condition. When possible, Company may, in its sole discretion, provide the Customer with reasonable notice of Service-affecting activities that may occur in the normal operation of Company business.
- 2.6.5. Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Service Guide are being complied with in the installation, operation or maintenance of the Customer's or Company's facilities or equipment. If the protective requirements of Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Services, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service to protect its Services, equipment and personnel from harm.
- 2.6.6. Service will continue to be provided until cancelled by the Customer on not less than thirty (30) days notice.





## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.7. MINIMUM SERVICE PERIOD

- 2.7.1. The minimum Service period is one month (30 days). The Customer must pay the regular Service rate for the minimum period of Service. If a Customer disconnects Service before the end of the minimum Service period, that Customer must pay the regular rates for the remainder of the minimum Service period. When the Service is moved within the same building, to another building on the same Premises, or to different Premises entirely, the period of Service at each location is accumulated to calculate if the Customer has met the minimum Service period obligation.
- 2.7.2. If Service is terminated before the end of the minimum period of Service as a result of condemnation of property, damage to property requiring the Premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for Service for the remainder of the minimum period.
- 2.7.3. If Service is transferred to a new Customer at the same Premises during the first month of Service, the new Customer assumes responsibility to meet the remainder of the minimum Service period requirements. For Services not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum Service period obligation in accordance with the terms under which the Service was originally furnished.

### 2.8. CUSTOMER RESPONSIBILITIES

- 2.8.1. The Customer is responsible for the payment of all charges for Service furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.8.2. The Customer is responsible for compliance with applicable regulations set forth in this Service Guide.
- 2.8.3. Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.
- 2.8.4. Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.



## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.8. CUSTOMER RESPONSIBILITIES, Continued

- 2.8.5. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.
- 2.8.6. The Customer is responsible for establishing identity as often as is necessary during the course of the call or when seeking credits from Company.
- 2.8.7. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Service Guide.
- 2.8.8. The Customer is responsible for the payment of (a) Service charges as set forth herein and (b) charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- 2.8.9. Customer will, at Customer's expense, provide reasonable space, power, and level of heating and air conditioning, and otherwise maintain the proper environment to operate Company's Service at Customer's or Authorized User's premises.
- 2.8.10. The Customer may not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Service Guide, and any attempt to make such an assignment, transfer, disposition without consent will be null and void.
- 2.8.11. A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Service Guide gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Service Guide constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.



## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.8. CUSTOMER RESPONSIBILITIES, Continued

- 2.8.12. The Customer is responsible 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 Company's network without the authorization of the Customer.

### 2.9. PAYMENTS AND BILLING

- 2.9.1. Service is provided and recurring Service Charges billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.
- 2.9.2. Non-recurring charges and charges based on actual usage, and are billed monthly in arrears, except as provided in Section 2.9.3.
- 2.9.3. Usage charges may be billed without being detailed as to the duration, time of day, or destination of individual calls. If a Customer accumulates, within any consecutive five (5) day period, usage charges exceeding twice the average monthly usage charges for the previous two (2) monthly billing periods, and the Customer's credit record indicates that satisfactory payment may not be made on this amount, Company may issue a special usage bill. The special bill shall be due ten (10) days from the mailing date of the bill, seven (7) days if delivered.
- 2.9.4. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.66 percent late payment charge for the unpaid balance.
- 2.9.5. A Customer will not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute on a timely basis, pursuant to Section 2.9.10.
- 2.9.6. Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge of \$25.00 per check.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.9. PAYMENTS AND BILLING, Continued

- 2.9.7. A Customer will be placed on a “cash only” basis upon receipt of two (2) returned checks within a twelve (12) month period of time. “Cash only” is herein defined as cashier’s checks, U.S. currency, or money orders.
- 2.9.8. Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance will not constitute payment of a Customer’s account and Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.
- 2.9.9. Billing disputes should be addressed to Company’s Customer service organization via a toll-free telephone number 888.301.1721. Customer service representatives are available from 9 a.m. to 6 p.m. Eastern Time. Messages may be left for Customer services from 6:01 p.m. to 8:59 a.m. Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer service.
- 2.9.10. 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 Commission 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 Commission’s requests for information within ten (10) business days.
  - F. The Commission will review the claim regarding the disputed amount, communicate the results of its review to Customer and, and require disbursement according to those results.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.9. PAYMENTS AND BILLING, Continued

#### 2.9.10. Disputed Bills, continued

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 Commission, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

H. The address and telephone number of the Commission are:

NYS Department of Public Service  
Office of Consumer Services  
Three Empire State Plaza  
Albany, NY 12223-1350  
1-800-342-3377 for Continental United States or,  
1-800-662-1220 for Hearing/Speech Impaired: TDD or,  
518-472-8502 for fax

### 2.10. TAXES

2.10.1. Customer must pay, without limitation, all sales, use, gross receipts, excise, access, bypass, and other local, state and federal taxes, charges, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes may be separately stated on the applicable invoice.

2.10.2. In addition to any state and local taxes that might apply to the listed rates, the following taxes and surcharges will be imposed:

A Pay Phone Surcharge, per call	\$ 0.50
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## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.11. ALLOWANCES FOR INTERRUPTION OF SERVICE

- 2.11.1. For the purpose of applying this provision, the word “interruption” means the inability to access Service due to equipment malfunction or human errors. “Interruption” does not include, and no allowance will be given for, Service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages.
- 2.11.2. Credit allowances will be given in accordance to this Section for interruptions of Service which are not due to Company’s testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer or another Carrier, and are subject to the general limitation of liability provisions set forth in Section 2.15. Customer must notify Company of any interruptions of Service. Before giving such notice, the Customer must ascertain that the trouble is not caused by any action or omission of the Customer, and not otherwise within the Customer’s control.
- 2.11.3. For purposes of computing a credit under Section 2.11, every month is considered to have 720 hours. No credit will be allowed for an interruption of a continuous duration of less than two hours. Company will credit the Customer for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the Service affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected Service



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.12. CANCELLATION OR MODIFICATION OF SERVICE BY CUSTOMER

- 2.12.1. If the Customer makes or requests material changes in Circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the Service Order, the Customer's installation fee shall be adjusted accordingly.
- 2.12.2. In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.
- 2.12.3. Customers may cancel Service by providing written notice to Company at least thirty (30) days prior to cancellation. The notice must specify the date on which Service is to be discontinued.
- 2.12.4. The Customer remains responsible for all Service charges until the day and time on which Service is actually disconnected.
- 2.12.5. If Customer cancels Service before Company completes installation of the Service and at the time of cancellation Company has incurred any expense in installing Services or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including installation charges and Non-Recurring charges and all amounts others may charge Company that would have been chargeable to the Customer had Service been initiated.
- 2.12.6. If the Customer cancels Service after Company has completed installation, the charge set forth in Section 2.12.7 will apply to the extent Company has not yet recovered applicable Service costs. In addition, the minimum Service period obligations described in Section 2.7 will apply regardless of whether Service has been initiated and the charges due under Section 2.7 apply.

#### 2.12.7. Termination Liability

The Customer's termination liability for cancellation of Service shall be equal to:

- A. all unpaid Non-Recurring charges for activities undertaken, or for costs incurred, by the Company to establish Service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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This Network Billing Services, LLC dba Fusion dba Solex, where assumed names are registered[to be amended to Fusion, LLC] Service Guide is subject to change by the Company from time to time. See Fusion's web site for current version. This Service Guide reflects the version in effect as of [date], 2018.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.13. CANCELLATION BY COMPANY

2.13.1. Company may immediately discontinue furnishing the Service to a Customer without incurring liability:

- A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company;
- B. If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services;
- C. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service;
- D. For use of Company's Services for any purpose other than that described in the application;
- E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others;
- F. In the event of tampering with the equipment furnished and owned by Company;
- G. In the event of unauthorized or fraudulent use of Service.

2.13.2. Company may discontinue Service without liability upon five (5) days written notice to the Customer via first-class mail prior to discontinuance of Service:

- A. For violation of this Service Guide, including without limitation, non-payment of bills for Service, refusal to provide Company with either a deposit or advance payment, or failure to meet Company's credit requirements;
- B. For failure of the Customer to make proper application for Service including, without limitation, the provision of false information;





## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.13. CANCELLATION BY COMPANY, Continued

#### 2.13.2, Continued

- C. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction.

Company will provide the Customer with written notice via first class U.S. Mail stating the reason for discontinuance, and allow the Customer not less than five (5) days to remove the cause for discontinuance. In cases of non-payment of charges, deposits or, advance payments due the five (5) days exclude Sundays and holidays. In all other cases, the five (5) days will mean calendar days including of Sundays and holidays.

- 2.13.3. The discontinuance of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein are not exclusive, and Company is at all times be entitled to all the rights available to it under law or equity.
- 2.13.4. Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or Services.

### 2.14. RESTORATION OF SERVICE

- 2.14.1. The use and restoration of Service in emergencies may 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.
- 2.14.2. When a Customer's Service has been disconnected in accordance with this Service Guide and the Service has been terminated through the completion of a Company service order, Service will be restored only upon the basis of application for new Service.
- 2.14.3. A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.14. RESTORATION OF SERVICE, Continued

2.14.4. Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.14.5. Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

### 2.15. LIMITATION OF LIABILITY

2.15.1. Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

- A. Libel, slander, or invasion of privacy from material, data, information or other content transmitted over Company's facilities; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
- C. A breach in the privacy or security of communications transmitted over Company's facilities; or



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.15. LIMITATION OF LIABILITY, Continued

#### 2.15.1. Continued

- D. Acts, mistakes, omission, interruptions delays, errors or defects in transmission over Company's facilities or equipment; or
- E. Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire; or
- F. The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable rules and regulations; or
- G. Violations of the obligations of the Customer under this Service Guide; or
- H. Defacement of or damage to Customer Premises, facilities or equipment resulting from the furnishing of Service or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of Company's agents or employees; or
- I. The interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Service Guide; or
- J. Any lost, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.15. LIMITATION OF LIABILITY, Continued

#### 2.15.1. Continued

- K. Any delay or failure of performance or equipment due to a Force Majeure condition or any unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- L. Misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Service Guide, so long as Company has complied with any applicable rules and regulation related thereto; or
- M. Fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Service Guide; or
- N. Any act, mistake, omission fraudulent act of a third party, interruption, delay error, or defect caused by or contributed to by:
  - 1. Another company or Carrier, or its agents or employees, when the facilities or equipment of the other company of Carrier are used for or with the Service Company offers. This included the provision of a signaling system or other database by another company; or
  - 2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to Company's network; or
  - 3. A third party.
- O. Any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company; or
- P. Any unauthorized use of the Service provided to Customer.
- J. Limitations of Damages and of Period for Bringing Claims - The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one (1) year after the Service related to the claim is rendered. Claims applicable to overbilling against Company shall be commenced no more than two (2) years after the Service related to the claim is rendered pursuant to Section 415, U.S. Code, 47 U.S.C. §415.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.15. LIMITATION OF LIABILITY, Continued

- 2.15.2. The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Service Guide. Such allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or a the acts or omissions, acts of a third party, or the acts or omissions or negligence of Company, its employees or agents.
- 2.15.3. The liability of Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruptions as set for in this Service Guide. The extension of such allowances for interruptions will be the sole remedy of the Customer and the sole liability of Company's supplier and vendors. Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer, as a result of any service, equipment or facilities, or the act of omissions, or negligence of Company's suppliers and vendors, its employees or agents.
- 2.15.4. The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company may be commenced more than one (1) year after the Service is rendered.
- 2.15.5. 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.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.15. LIMITATION OF LIABILITY, Continued

2.15.6. 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 event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

2.15.7. With respect to Emergency Number 911 Service:

- A. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies at no charge to the Customer. Company is not responsible for any losses, claims, demands, suits 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, or 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.
- B. The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any Services furnished by 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, irrespective of any negligence or other wrongful act of Company, the Customer, its users, agencies or municipalities, or the employees or agents of any of them.
- C. When a Customer with a non-published telephone number, as defined herein, places a call to the emergency 911 Service, the 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 emergency 911 Service upon request of such governmental authority. By subscribing to Service under this Service Guide, the Customer acknowledges and agrees with the release of information as described above.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.15. LIMITATION OF LIABILITY, Continued

#### 2.15.7. With respect to Emergency Number 911 Service:, Continued

- D. It is the Customer's responsibility to provide, and update if necessary, accurate Automatic Number Identification (ANI) and Automatic Location Identification (ALI) sub-address information to the 911 database administrator. Once the customer provides ANI and ALI sub-address information to the 911 database administrator, it is the responsibility of the Utility (or Company) to provide the location of the pilot number to the PSAP for 911 calls, and where technically and operationally feasible the Utility (or Company) will deliver ANI to the PSAP at a station level behind a Multi-line Telephone System.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.15. LIMITATION OF LIABILITY, Continued

#### 2.15.8. With respect to Directory Listing Service:, Continued

- A. In the absence of gross negligence or willful misconduct, 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.
- B. Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's Service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to Service affected during the period covered by the directory in which the error or omission occurs.
- A. As part of providing any private listing or 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 which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- B. When a Customer with a non-published telephone number 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. By subscribing to Service under this Service Guide, the Customer agrees to the release of such information under the above provision.

2.15.9. Company will not be liable for any refusals or failures to provide, or delays in commencing, Service to any Customer pursuant to Section 2.6.1 or for any failure to provide or maintain Service at any particular performance level.

2.15.10. Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.





## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.16. NOTICES

Any notice Company may give to a Customer will be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give Company will be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to Company at the address provided in the most recently revised Service Guide pages.

### 2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION

- 2.17.1. Customer-provided equipment on the Premises of Customer or Authorized User, the operating personnel there, and the electric power consumed by such equipment must be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of Customer.
- 2.17.2. Customer or Authorized User must ensure 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 must be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury may be provided by Company at Customer's expense.
- 2.17.3. Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided equipment is connected to the facilities and equipment furnished under this Service Guide, the responsibility of Company will be limited to the furnishing of Service, facilities and equipment offered pursuant to this Service Guide. Beyond this responsibility, Company will 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 when performed by Customer-provided network control signaling equipment.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION, Continued

- 2.17.4. The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.17.5. Interconnection between the facilities or services of other carriers is governed by the applicable terms and conditions of the other carriers' tariffs.
- 2.17.6. Service furnished by Company may be interconnected with services or facilities of other authorized 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 must be provided at the Customer's expense.

### 2.18. PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS

- 2.18.1. The Customer has no property right in any telephone number or any right to continuance of Service through any particular serving office. Company may change a telephone number or a serving office designation, or both, of a Customer if required for engineering or technical reasons or whenever Company deems it desirable in the conduct of its business to do so.
- 2.18.2. Telephone numbers will not be changed as a penalty or to enforce payment for directory advertising charges.



## SECTION 3 - DESCRIPTION OF SERVICE

### 3.1. SERVICE AREAS

- 3.1.1. Unless otherwise specified in this Service Guide, local exchange boundaries and rate centers are the same as those established by Verizon New York, Inc.
- 3.1.2. Unless otherwise specified in this Service Guide, Company's interexchange Service area is statewide.
- 3.1.3. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

### 3.2. TIMING OF CALLS

- 3.1.1. The Customer's usage charge is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer and termination is determined by hardware supervision in which the distant local telephone company sends or ends an supervision signal to Company's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. Unless otherwise stated in this Service Guide, the minimum call duration for billing purposes is eighteen (18) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.



## SECTION 3 - DESCRIPTION OF SERVICE

### 3.3. LOCAL EXCHANGE SERVICE

3.3.1. **Local Exchange Service** Company resells voice and data services, providing Customers with access to dedicated T-1 facilities for the transmission and reception of data and voice communications. The minimum Service Order Term is one year. Monthly recurring charges are based on the type of facility and service features ordered.

**Company** provides a Customer with a voice-grade communications channel and unique telephone number address which enables the Customer to:

- place or receive calls to any calling station in the local calling area as defined in this Service Guide;
- access enhanced 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access custom calling features;
- access Operator Services;
- access Directory Assistance for the local calling area;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunication Relay Service.

3.3.2. **Directory Assistance Service** is provided as an ancillary service exclusively to the Company's Customers. Directory assistance is accessible by dialing "1", the area code of the desired number and "555-1212".



### SECTION 3 - DESCRIPTION OF SERVICE, Continued

#### 3.3. LOCAL EXCHANGE SERVICE, Continued

3.3.3. **Blocking Service** is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following option is available to Subscribers:

976 Central Office Code Blocking - allows the subscriber to block placement of all calls to numbers with a 976 central office code (i.e. XXX-976-XXXX).

3.3.4. **Operator Assistance Service** provides the Customer the ability to obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. These services are not applicable within confinement facilities for use with inmate calling services.



## SECTION 3 - DESCRIPTION OF SERVICE, Continued

### 3.3. LOCAL EXCHANGE SERVICE, Continued

#### 3.3.4. Service Connection Charges

- A. Service Connection Charges are nonrecurring charges for establishing or modifying Services. Service Connection Charges are incurred by Customer-initiated requests only.
- B. Unless specifically exempted in this or other Sections of this Service Guide, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
- C. The charges specified herein reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
- D. Customer requests for expedited Services that require installations on a date that is less than the normal offered interval may result in an increase in applicable Service Connection Charges.
- E. Customer requests performed on an out-of-hours basis shall also incur an add-on to applicable Service Connection Charges (excluding the Service Ordering Charge), along with any additional costs that may be involved.
- F. Service Connection Charges for the initial establishment of Service are payable with the first bill rendered for Service.



## SECTION 3 - DESCRIPTION OF SERVICE, Continued

### 3.4. INTEREXCHANGE SERVICE

- 3.4.1 Company provides switched and dedicated telecommunications services which allow a customer to establish a communications path between two stations by using uniform dialing plans. Calls are billed in six (6) second increments. A thirty (30) second initial billing minimum is applicable on each call, unless otherwise specified in this Service Guide.
- 3.4.2 **Switched Access Service** is a switched access service, offering users both outbound 1 plus and inbound, toll free long distance telecommunications services. The service offers direct dial capabilities of other underlying carrier(s)' network services.
- 3.4.3 **Dedicated Access Service** is a dedicated access service, offering users both outbound 1 plus and inbound, toll free long distance telecommunications services over dedicated local access connections to the underlying carrier's point of presence. This service is designed for subscribers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities.
- 3.4.4 **Directory Assistance** is provided by Company's underlying carrier to subscribers of record. The Customer may access the underlying carrier's Directory Assistance by dialing the area code plus 555-1212. The Customer will be billed for such service by Company, except as stated in this Service Guide.
- 3.4.5. **Operator Assisted Calling Services** - Company provides operator assisted calling as an ancillary service exclusively to its subscribers. Operator assisted calling services are provided to subscribers by the underlying carrier, at the underlying carrier's rates, terms and conditions, pursuant to underlying carrier intrastate tariffs on file with the Commission. The Company does not offer alternative operator services to the transient public.



### SECTION 3 - DESCRIPTION OF SERVICE, Continued

#### 3.5. ENHANCED 911 EMERGENCY SERVICES (E911)

**E911 Service** allows Customers to reach appropriate emergency services including police, fire and hospital. E911 has the ability to selectively route and emergency call to the primary E911 provider so that it reached the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

#### 3.6. PROMOTIONAL OFFERINGS

The Company may, from time to time, make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

#### 3.7. INDIVIDUAL CASE BASIS (ICB):

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Service Guide, or when the Company offers rates or charges which may vary from Service Guide arrangements, rates and charges will be determined through Individual Case Basis (ICB) arrangements. ICB arrangements are made in response to the specific, individual requirements of the Customer and/or a competitive bidding process, and differ from the Company's standard Service Guide offerings in that they contain a custom service arrangement and/or term and/or volume commitments.





## SECTION 4 - SERVICE RATES AND CHARGES

### 4.1. SERVICE DESCRIPTION

#### 4.1.1. General Information

Company resells voice and data services, providing Customers with access to dedicated T-1 facilities for the transmission and reception of data and voice communications. The minimum Service Order Term is one year. Monthly recurring charges are based on the type of facility and service features ordered.

Customers may provide their own equipment for access the company's services. Customers may also purchase or lease the Company's Equipment<sup>1</sup>, including:

- Adtran CSU ACE, for T1 or PRI
- Adtran TA604,  
Integrated box, 4 ports
- Adtran TA608, 8 ports
- Adtran TA612, 12 ports
- Adtran TA616, 16 ports
- Adtran TA 624, 24 ports
- Adtran TA 859 ac Bundle, integrated box, T1 out

Customers should contact the Company's customer service department at 888.301.1721 for information about purchasing or leasing Company provided equipment.

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<sup>1</sup> The equipment listed on this page is not regulated by the Commission.



## SECTION 4 - SERVICE RATES AND CHARGES, Continued

### 4.1. SERVICE DESCRIPTION, Continued

#### 4.1.2. Operator Assistance Service

A Customer may obtain the assistance of an operator to complete calls in the following manner. Surcharges set forth in Section 4 of this Service Guide will be applied on a per call basis. Customers will be charged a surcharge for operator dialed calls in addition to the surcharges for the following types of calls.

- A. Busy Line Verification provides the Customer with the option to request operator verification of whether a specific line is busy or inoperative.
- B. Collect Calls provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- C. General Assistance provides the Customer with the option to request general information from the operator, such as dialing instructions, county or city codes, area code information and Customer Service toll free telephone numbers, but does not request the operator to complete the call.
- D. Line Service Interrupt provides the Customer with the option to request operator interruption of a line that is in use, primarily for emergency situations.
- E. Person to Person provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station and person specified by the caller. The call may be billed to the called party.
- F. Station to Station provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station. The call may be billed to the called party.
- G. Third Number Billing provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.



## SECTION 4 - SERVICE RATES AND CHARGES, Continued

### 4.1. SERVICE DESCRIPTION, Continued

#### 4.1.3 Directory Assistance Service

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."

#### 4.1.4 Directory Listing

Company does not publish a directory or other similar listing of its Customers. However, Company will arrange for Customers, other than Customers requesting non-published service, to be listed in the directories and directory assistance records of the applicable Incumbent Local Exchange Carrier in accordance with the incumbent's listing service tariff schedule, subject to availability of such listing service to Company's Customers. Company hereby concurs in such schedules on file with the Commission that are current and effective as of the effective date of this Service Guide sheet.

#### 4.1.5 Non-Published Services

At the request of Customer, the Customer's name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies.



## SECTION 4 - SERVICE RATES AND CHARGES, Continued

### 4.1. SERVICE DESCRIPTION, Continued

#### 4.1.6. Per-Line Blocking

The calling party may prevent the display of their telephone number and name on a permanent basis by subscribing to Per-Line Blocking. This blocking option automatically prevents the display of the calling number and name for calls placed from that line to a Caller ID subscriber, unless the feature is deactivated. If a subscriber of Per-Line Blocking chooses to deactivate blocking, the calling telephone number and name would be sent for that call only. After the call is completed, the line automatically reverts back to the Per-Line Blocking feature. The deactivation of Per-Line Blocking is completed by dialing a special code prior to placing each call.

The code to deactivate Per-Line Blocking is different than the one used to deactivate Per-Call Blocking. Caller ID Per-Line Blocking will be available to all Customers in the Company's serving area.

The Per-Line Blocking option can only be added or removed from a Customer's line by placing a service order with the Company. When this service is removed the line automatically converts to the Per-Line Blocking capability. Caller ID Per-Line Blocking does not prevent the delivery of telephone numbers to 911 emergency service providers.

The initial request for line blocking will be provided free of charge for Customers upon request. However, if a customer subscribes, disconnects, and then reconnects line blocking at the same address, a nonrecurring product/service charge will be charged as set forth below.

Rate Per Line, Per Month	\$10.00
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## SECTION 4 - SERVICE RATES AND CHARGES, Continued

### 4.1. SERVICE DESCRIPTION, Continued

#### 4.1.7. 976 Blocking

976 Blocking is provided at the Customer's request and gives the Customer the ability to restrict calls for his/her exchange access line to 900 service access. This service is provided for use with individual residence lines, business lines and Centrex lines where facilities permit. The initial blocking of a customer's line or lines will be provided at no charge to the customer. Subsequent blocking (after an intervening elimination of the Blocking Option at the customer's request) will be subject to a nonrecurring charge. There is no charge for unblocking.

This option blocks access to all calls dialed as 1+976-NXX-XXX from the customer's exchange access line. These blocked calls will be directed to a central office announcement. Attempts to place a 976 call using a NBS operator will continue to be denied.

This option does not prevent customers from placing 976 calls from their exchange access line using Operator Service Providers other than NBS. In addition, this option does not prevent customers from placing operator-assisted or credit card calls to 900 services from a line which is not blocked.

#### Rate Per Line

Initial	\$0.00*
Subsequent	\$90.00*

\*These rates also apply to Centrex lines.



**SECTION 4 - SERVICE RATES AND CHARGES, Continued**

**4.1. SERVICE DESCRIPTION, Continued**

**4.1.8. Voluntary Toll Restriction**

Voluntary Toll Restriction Option – At the customer’s request, an individual line residence or single or multi-line business Dial Tone Line will be restricted from access to Message Toll Telephone Service. A nonrecurring charge will apply if a customer whose toll service was suspended for non-payment (toll denied) of toll charges pays all outstanding charges and requests Voluntary Toll Restriction Option. A description of those services which will be allowed to be completed and those which will be blocked is listed below. The Voluntary Toll Restriction Option allows the customer the option to restrict Collect and Calling Card calls from being billed to the restricted line.

CALLS WHICH  
WILL BE COMPLETED

0 (Includes Collect and Calling  
Card calls with a valid number)  
0 + 10 digit local  
7 digit local  
1 + 1- digit local  
N11 (Service Codes, i.e. 611)  
1 + 800  
555-1212  
950 (Feature Group B)

CALLS WHICH  
WILL BE BLOCKED

00 (Includes 00-/00+)  
01+  
011+  
10XXX  
0 + 7 digit toll  
0 + 10 digit toll  
1 + NPA + 555-1212  
1 + 900  
1 + 976  
1 + 700  
7 digit toll  
1 + 7 digit toll  
1 + 10 digit toll  
556 + 976  
Busy Line Verification  
Emergency Interrupt  
Time of Day (0)  
Third Number Billing

**Non Recurring Charge, Per Line**

**Business**  
\$36.00

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## SECTION 4 - SERVICE RATES AND CHARGES, Continued

### 4.1. SERVICE DESCRIPTION, Continued

#### 4.1.10. Promotions

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be filed with the Commission as required by Commission rules and regulations.



## SECTION 4 - SERVICE RATES AND CHARGES, Continued

### 4.2. RATES AND CHARGES

Service charges are based on the following schedules:

#### 4.2.1 General

##### A. Service Order Charge

Service Order Charge, per service order \$150.00

##### B. Expedited Service Order Charge

Expedited Service Order Charge, per order \$500.00

#### 4.2.2 Service Restoration Charge

Service Restoration Charge \$100.00

#### 4.2.3 Moves, Adds and Changes

Moves, Adds and Changes \$150.00





**SECTION 4 – SERVICE DESCRIPTIONS AND RATES, Continued**

**4.2. RATES AND CHARGES, Continued**

4.2.4 Charges Associated with Premises Visit

A. Labor

Premises Visit, Per Hour: \$150.00  
(Charged in 15 min. increments)

4.2.5 T-1 Facility Charges – Voice Only

<b>Service Type</b>	<b>Monthly Recurring Charge</b>	<b>Installation Charge</b>
Local	\$375.00	\$500.00
PRI	\$775.00	\$500.00

4.2.6 Usage Rates

A. PRI		
Initial 6 seconds		\$0.0045
Additional 6 seconds		\$0.0015
B. IntraLATA Interexchange, per minute		\$0.022
C. InterLATA Interexchange, per minute		\$0.022

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**SECTION 4 – SERVICE DESCRIPTIONS AND RATES, Continued**

**4.2. RATES AND CHARGES, Continued**

**4.2.7 Operator Service Charges**

The following service charges apply to local and IntraLATA calls for which live or automated operator assistance is provided for call completion and/or billing.

	<u>Per Call</u>
Operator Dialed Call*	\$0.80
Billed to Credit Card	\$0.80
Person to Person	\$4.50
Station to Station	\$2.00
Busy Line Verification	\$2.00
Busy Line Interrupt	\$3.50

\*In addition to other operator charges.

**4.2.8. T-1 Facility Charges – Voice/Data Circuits**

**A. One Year Term**

<u>Circuit Type</u>	<u>Per Month</u>
12/256	\$850.00
12/512	\$950.00
12/DS1	\$1,250.00
16/256	\$1,000.00
16/512	\$1,075.00
16/DS1	\$1,400.00
20/256	\$1,025.00
20/512	\$1,200.00
20/DS1	\$1,525.00
24/256	\$1,150.00
24/512	\$1,350.00
24/DS1	\$1,650.00

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**SECTION 4 – SERVICE DESCRIPTIONS AND RATES, Continued**

**4.2. RATES AND CHARGES, Continued**

4.2.8. T-1 Facility Charges – Voice/Data Circuits, Continued

B. Voice/Data T-1 Installation Charge

Per Circuit	\$500.00
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4.2.9. Direct Inward Dial (DID) Service

Charge

Monthly Recurring Charge, Per block of 10	\$2.50
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Installation, Per DID	\$25.00
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4.2.10 Directory Assistance Service

The directory assistance charge applies after the call allowance of two calls per line.

Local and IntraLATA, per request	\$0.85
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**SECTION 4 – SERVICE DESCRIPTIONS AND RATES, Continued**

**4.2. RATES AND CHARGES, Continued**

4.2.11 Directory Listings

Directory Listing Order Charge, per Order \$15.00

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Primary Listing	\$0.00	\$0.00
Additional Listing	\$3.00	\$0.00
Caption	\$3.00	\$0.00
Foreign Listing	\$3.00	\$0.00
Unlisted	\$0.00	\$0.00
Non-Published Listing	\$3.00	\$15.00
Line of Information	\$3.00	\$0.00

4.2.12 Blocking Service

	<u>Nonrecurring Charge</u>
976 Blocking	\$0.00

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**SECTION 4 – SERVICE DESCRIPTIONS AND RATES, Continued**

**4.3. RATES AND CHARGES FOR SOLEX SUBSCRIBERS**

The following rates and charges apply to former BCN Telephone Company, LLC Customers transferred to Company and served under “the SOLEX” name. Local Exchange Service is provided via two or more channels lines terminated at the Customer's premises. Each line corresponds to an analog, voice-grade telephonic communications line that can be used to place or receive one call at a time. Company provides Local Exchange Service exclusively to multiline commercial Subscribers. The per line rates below refer to the equivalent rate per line. The equivalent per line rate is multiplied by the number of lines ordered by the Subscriber. Subscribers may not order Business Local Exchange Service on a single line basis unless already subscribing to two or more Business Local Exchange Service Lines.

**4.3.1. Service Ordering Charges**

**A. Service Establishing Charge**

Initial service order or move, per request, non-recurring	\$41.54
Other charges, per request, non-recurring	\$34.71

**B. Central Office Line Connection**

Per central office line or trunk, connection, non-recurring	\$51.48
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**C. Add/Change Charge**

Add/Change Charge, per order	\$0.00
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**4.3.2. Local Exchange Services -- Rate Schedule\***

Local Exchange Service, per line, per month*	\$13.00
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\*Service available exclusively for subscribers subscribing to two or more lines.

**4.3.3. Local Usage Service**

Local Usage Service	\$0.055
Operator Assisted Local Calling	\$0.080

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## SECTION 4 – SERVICE DESCRIPTIONS AND RATES, Continued

### 4.3. RATES AND CHARGES FOR SOLEX SUBSCRIBERS, Continued

#### 4.3.4. Optional Exchange Access Service Enhancement Features

CALL WAITING	\$5.33
CALL FORWARDING, Variable	\$5.09
THREE WAY CALLING	\$5.09
CALL TRACE	
Per Activation	\$3.25
Case Preparation Charge	\$5.00
CALLER ID	\$4.95
CALLER ID WITH NAME	\$5.95
MULTI RING SERVICE	
1st Line	\$6.00
1st and 2nd Line	\$10.00
BUSY LINE TRANSFER	\$2.75
ALTERNATE ANSWERING	\$2.75
REMOTE CALL FORWARDING	\$16.97
976 PREFIX BLOCKING SERVICE, automatically applied to all lines	\$0.00
PRESUMPTIVE BLOCKING SERVICES, requires written consent	\$0.00
INTERNATIONAL BLOCKING	\$1.00
AUTOMATIC CALL BACK	
Per Activation	\$0.50
Per Month	\$2.25
Monthly Cap on Per Activation	\$4.50

#### 4.3.5. Optional Exchange Access Service Enhancement Features, Continued

REPEAT DIALING	
Per Activation	\$0.50
Per Month	\$2.25
Monthly Cap on Per Activation	\$4.50
AUTOMATIC CALL BACK and REPEAT DIALING	\$3.95



**SECTION 4 – SERVICE DESCRIPTIONS AND RATES, Continued**

**4.3. RATES AND CHARGES FOR SOLEX SUBSCRIBERS, Continued**

4.3.6. Operator Assisted Calling

PERSON-TO-PERSON	
Customer Dialed	\$2.63
Operator Dialed	\$3.16
BILLED TO A THIRD NUMBER	
Customer Dialed	\$1.00
Operator Dialed	\$1.50
COLLECT CALLS	
Customer Dialed	\$1.00
Operator Dialed	\$1.50
CALLING CARD ASSISTANCE	
Automated Assistance (where available)	\$0.44
Non-Automated Assistance	\$1.05
BUSY LINE VERIFICATION	\$1.05
BUSY LINE VERIFY AND INTERRUPT	\$2.10

4.3.7. Directory Services

ALPHABETICAL DIRECTORY LISTING	\$0.00
EXTRA LISTINGS	\$1.75
PRIVATE LISTING	\$1.90
SEMI-PRIVATE LISTING	\$1.13
DIRECTORY ASSISTANCE CALL	
Per Call in excess of call allowance	
Directly Dialed	\$0.43
Operator Assisted	\$0.43
INFORMATION CALL COMPLETION	
Per Call Completed	\$0.35

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**SECTION 4 – SERVICE DESCRIPTIONS AND RATES, Continued**

**4.3. RATES AND CHARGES FOR SOLEX SUBSCRIBERS, Continued**

4.3.8. Foreign District Service

Intraexchange- 2 point interoffice channel, non-recurring charge, per channel	\$310.33
Intraexchange- 2 point interoffice channel – monthly, per channel	\$48.31
Interexchange- Channel Terminals- 1st 2 exchanges, non-recurring charge, per exchange, per channel	\$208.05
Interexchange- Channel Terminals- 1st 2 exchanges, monthly, per exchange, per channel	\$18.94
Interexchange- Local channels to serve a customer's location in a 3rd exchange, non-recurring charge, per exchange, per channel	\$346.98
Interexchange- Local channels to serve a customers' location in a 3rd exchange, monthly, per exchange, per channel	\$41.46
Mileage between rate centers- first nine airline miles, monthly, per channel	\$3.60
Mileage between rate centers- beyond the first nine airline miles, monthly, per channel	\$2.04

4.3.9. Miscellaneous Services

TOLL RESTRICTION SERVICE, per line equipped	NA
CUSTOMIZED INTERCEPT SERVICE (CIS) - CIS CALL COMPLETION (CIS-CC)	
CIS – Monthly, per Line	\$5.00
CIS-CC – Monthly, per Line	\$13.00

4.3.10. Restoration

Restoration Per Occasion	\$23.19
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## SECTION 4 - SERVICE DESCRIPTIONS AND RATES, Continued

### 4.4. MISCELLANEOUS CHARGES

4.4.1	Returned Check Charge	\$20.00
4.4.2.	Dial Around Surcharge	\$0.50

### 4.5 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 competitive bid for a Service offered under this Service Guide. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Service Guide. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.



## **SECTION 5 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY**

### **5.1. GENERAL**

The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency response preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede Service Guide language contained herein.

### **5.2. TSP PROGRAM COMPONENTS**

The TSP program has two components, restoration and provisioning.

1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.



## SECTION 5 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY, Continued

### 5.3. TSP REQUEST PROCESS – RESTORATION

To request a TSP restoration priority assignment, a prospective TSP user must:

1. determine that the user's telecommunications service supports an NS/EP function under one of the following TSP categories.
  - a. National Security Leadership
    1. National Security Posture and U.S. Population Attack Warning
    2. Public Health, Safety, and Maintenance of Law and Order
    3. Public Welfare and Maintenance of National Economic Posture.
2. identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as Customer Premises Equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.



## SECTION 5 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY, Continued

### 5.4. TSP REQUEST PROCESS – PROVISIONING

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed above for restoration priority assignment except for the following differences. The user should:

1. certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
2. verify that the Company cannot meet the service due date without a TSP assignment.
3. obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.



## **SECTION 5 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY, Continued**

### **5.5. RESPONSIBILITIES OF THE END USER**

End-users or entities acting on their behalf must perform the following:

1. Identify telecommunications services requiring priority.
2. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
3. Accept TSP services by the service due dates.
4. Have Customer Premises Equipment(CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
5. Pay the Company any authorized costs associated with priority services.
6. Report to the Company any failed or unusable services with priority levels.
7. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
8. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.



## SECTION 5 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY, Continued

### 5.6. RESPONSIBILITIES OF THE COMPANY

The Company will perform the following:

1. Provide TSP service only after receipt of a TSP authorization code.
2. Revoke TSP services at the direction of the end-user or OPT.
3. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
4. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
5. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
6. Confirm completion of TSP service order activity to the OPT.
7. Participate in reconciliation of TSP information at the request of the OPT.
8. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
9. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
10. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
11. Disclose content of the NS/EP TSP database only as may be required by law.
12. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.



## **SECTION 5 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY, Continued**

### **5.7. PREEMPTION**

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted Customer of the action to be taken.



## SECTION 6 – Critical Facilities Administration Service

### 6.1. PROGRAM OVERVIEW

Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer's qualifying circuits.

Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

### 6.2. CUSTOMER RESPONSIBILITIES

Customers participating under the Critical Facilities Administration program will be required to:

- 6.2.1. Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program, and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."
- 6.2.2. Subscribe to the Critical Facilities Administration service offered by their carrier, and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."





**SECTION 6 – Critical Facilities Administration Service, Continued**

**6.3. CARRIER OBLIGATIONS**

Facilities-based carriers will be obligated to identify the physical path of each subscribed circuit as follows:

- 6.3.1. Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, cross boxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- 6.3.2. Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.
- 6.3.3. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.
- 6.3.4. Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities.
- 6.3.5. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.
- 6.3.6. The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

**6.4. RATES**

Rates for CFA are based upon the time required to collect the circuit path data. The company will give the customer a good faith estimate of the time period needed to perform the requested service. The customer will be billed those charges, along with the Service Guide charges established by any connecting carrier for the service.

Critical Facilities Administration, Per Hour	\$120.00
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