



*Rockefeller Group Technology Solutions*

**GENERAL RULES AND REGULATIONS**  
**Federal Communications Commission Tariff**

These General Rules and Regulations constitute the Federal Communications Commission (“FCC”) tariff relating to FCC-regulated voice and voice-related services (including, without limitation, Voice over Internet Protocol [“VoIP”] calling) (such voice and voice-related services are collectively called, “service” or “services”) provided to customers by Rockefeller Group Technology Solutions, Inc., and its subsidiaries and affiliates, including, without limitation, RGTS-USA, Inc.; RGT Utilities, Inc.; RGT Utilities of California, Inc.; RGT Utilities of Connecticut, Inc.; RGTS MidAtlantic LLC; and Rockefeller Group Communications, Inc. References to “the Company” in these General Rules and Regulations refer to all of such organizations, collectively, and as the plain meaning suggests, individually.

Individual customers’ contractual documents with the Company, including, without limitation, Master Terms and Conditions, Service Orders, and the like, contain more specific terms and conditions and pricing, and to the extent of any conflicts between these General Rules and Regulations and such contractual documents, the terms of such contractual documents will take precedence (except as may otherwise be required by the FCC or any other applicable regulatory body).

Pricing for FCC-regulated services may be found on the Company’s website, and such pricing sheets are incorporated by reference into these General Terms and Conditions – FCC Communications Commission Tariff.

Pricing for non-FCC-regulated services ordered by a customer in writing from the Company will be specified in that customer’s contractual documentation with the Company; additional non-regulated services may be available, and their pricing and availability may be ascertained by request to the Company. Pricing for any non-regulated services may vary at the Company’s sole discretion from time to time, and pricing offered to specific customers for any such non-regulated services may vary, depending upon factors in the Company’s discretion, including, without limitation, the existence of temporary promotional programs, or a prospective customer’s specific volume and service levels, contract lengths and other relevant factors. See Sections 3.1 to 4.2 below for further information.

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**1.1 GENERAL**

- a. The Company provides service only to business customers located in commercial buildings served by the Company’s equipment, or equipment owned by the customer and managed by the Company.
- b. Some of the Company’s services may consist of regulated services, while others consist of non-regulated services. Regulated services are provided by the applicable regulated entity within the Company, while non-regulated services are provided by one or more non-regulated entities with the Company.
- c. The Company may use a single bill to bill for regulated and non-regulated services, equipment, facilities and functions, which may be provided by one or more regulated or non-regulated entities that comprise the Company.
- d. In lieu of the rates, terms, and conditions set forth herein, a customer may enter into a single contract with the Company by which one or more entities within the Company (regulated and non-regulated, as the case may be), will provide equipment, wiring, and regulated and non-regulated service at rates and on terms and conditions as specifically set forth in such contract. Such rates and terms may vary according to the length of the contract, equipment configurations, cost of providing service, and other relevant factors.

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**2.1 USE OF FACILITIES AND SERVICE**

**2.1.1 Obligation of the Company**

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company’s obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment, including circuits, facilities, services and network elements from underlying carriers, (b) to secure and retain, without unreasonable expense, suitable space, including all rights-of-way, licenses, and easements for its plant and facilities in the building where service is or will be

provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands any fee for allowing the Company to place its plant or facilities in such building, or relocation or rearrangement of plant and facilities used in providing service therein.

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

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered until the indebtedness is satisfied.

#### 2.1.2 Limitations on Liability

##### a. Indemnification by Customer

The customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer. If any such infringing use is enjoined, the customer, authorized user or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

##### b. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

##### c. Use of Facilities of Other Companies

When the facilities, services, network elements, systems, or data of other companies are used in establishing a connection or providing service to customers, the Company is not liable for any act, error, failure, omission, interruption or inaccuracy caused by the other company or its agents or employees. This includes, but is not limited to, the provision of a signaling system database by another company.

##### d. Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Company or connecting carriers, the services and facilities furnished by the Company and connecting carriers are subject to the terms, conditions and limitations set forth herein.

##### e. Exclusivity of Allowance in Absence of Gross Negligence or Willful Misconduct

No liability of any nature whatsoever, including but not limited to any form of special, punitive, or consequential damages, shall attach to the Company for damages arising from failures, errors, mistakes, omissions, interruptions, delays or defects in transmission of the Company, or its agents, servants or employees, or of any underlying carrier, in the course of establishing, provisioning, furnishing, rearranging, moving, terminating, or changing regulated or non-regulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the customers or users of the service or facilities and any listings, or failure or inaccuracy in listings, in directories or directory data bases) in the absence of gross negligence or willful misconduct.

##### f. The Company is not liable under any circumstance for:

i any act or omission of any connecting or underlying carrier or local exchange telephone company or its agents, servants or employees; for providers of connections, equipment, facilities, or service other than the Company or its agents, servants or employees; for any act or omission of any person or entity owning telecommunications facilities used by the customer in conjunction with the Company's service; culpable conduct of the customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the customer; or for any act or omission of any governmental or agency to which emergency calls are placed.

ii mistakes, omissions, interruptions, errors, failures, delays, or defects in transmission, or failure to transmit, when caused by acts of God, fire, war riots, Government authorities, or other causes beyond the Company's control.

g. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

h. The limitations of liability set forth herein shall also apply fully to any failure, error, omission, or inaccuracy in the provision of 911 or E-911 service.

#### 2.1.3 Use Of Service

Any service provided may be shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to it, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

#### 2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to the facilities or equipment on the customer's premises or elsewhere, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

#### 2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings or databases, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, and including the failure to list any name, address, or telephone number, or incorrectly listing any name, address or telephone number, or the listing or provision of any name, address or telephone number which should not have been listed or provided, shall attach to the Company. The Company may provide a credit or similar accommodation for errors or mistakes in, or omissions or incorrect inclusions of published directory listings, as set forth in any applicable state-regulated tariff, or otherwise, upon request of the Company in the Company's discretion, and no such credit or similar accommodation will exceed, on a monthly basis, the total charge for the listing in question.

### 2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in these General Rules and Regulations or by contract between the Company and the customer. Customers must pay the regular rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying 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 a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage, or to property requiring the premises to be abandoned, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is terminated before the end of the minimum period of service other than as set forth above, the customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

### 2.3 PAYMENT FOR SERVICE RENDERED

#### 2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge, whether or not the customer is aware of, or consents to the use of its lines, or the making or acceptance of charges for, any such calls.

### 2.3.2 Deposits

Subject to special provisions as may be set forth below, and in Section 2.9 of these General Terms and Conditions, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated service, including estimated toll charges, for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in these General Terms and Conditions, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

If the customer does not timely pay its obligations to the Company for service, the Company may, at its sole discretion, apply all or any portion of the amount on deposit in payment of the customer's obligations to the Company, but such payment shall not cure any default by the customer pursuant to the contractual documents between the customer and the Company.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the General Terms and Conditions requirements for the prompt payment of bills on presentation.

#### a. Interest on Deposits

Simple interest at the rate or rates offered by New York City banks on on-demand (checking) type accounts will be credited to the customer and accumulated in the amount on deposit while the Company holds the deposit.

#### b. Inadequate Deposit

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

#### c. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

### 2.3.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at the business office of the Company, 1221 Avenue of the Americas, New York, New York 10020, or by U.S. Mail sent to the business office of the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the customer Deposit rate set forth above. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

### 2.3.4 Returned Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer is responsible for the payment of the Company's then-standard returned check charge.

### 2.3.5 Late Payment Charges

a. Customer bills for service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received within 25 days of the due date, a late payment charge of 1.5% per month, compounded monthly, will be applied to all amounts previously billed, including arrears and unpaid late payment charges.

- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts disputed in good faith. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill. If the customer is finally determined to owe any disputed amounts, late payment charges will apply as of the date payment was originally due.

#### 2.3.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

#### 2.4 INSTALLATION SERVICE

Installation dates and times are negotiated between the Company and the customer.

#### 2.5 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities. The customer is also responsible, at its cost, to obtain all rights of way, easements, licenses or authorizations from building or property owners where the customer is located required for the Company to install facilities serving the customer in that building.

#### 2.6 TELEPHONE SURCHARGES

##### 2.6.1 General

In addition to the rates and charges applicable according to the rules and regulations of these General Terms and Conditions, various surcharges and taxes apply to the customer's monthly bills.

##### 2.6.2 Surcharge For State Gross Income and Gross Earnings Taxes and Taxes of Similar Import

A monthly surcharge or surcharges to recover the additional expense related to any applicable state gross income and/or gross earnings taxes, and telecommunications excise tax (and taxes of similar import, however named), applies to the recurring and nonrecurring rates and charges for all service except returned check charges, late payment charges and rates for local coin calls. The rates for such surcharges may vary from time to time and from location to location. The current rates may be requested from the Company at any time by any customer. Whenever a state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, a corresponding change in the applicable rate will apply.

##### 2.6.3 Village or Locality Surcharge On Local Utility Gross Revenue Taxes and Similar Taxes

In certain cities and localities a municipal surcharge related to the local utility gross revenue taxes (or similar surcharges, however named) applies to the recurring and nonrecurring rates and charges for service except returned check charges, late payment charges and rates for local coin calls. The rates for such surcharges may vary from time to time and from location to location. The current rates may be requested from the Company at any time by any customer. Whenever a locality levies a new surtax, repeals such a tax, or changes the rate of such a tax, a corresponding change in the applicable rate will apply.

Introduction, cancellation, or modification of a surcharge will be effective on the date of the customer's first bill rendered after the effective date of the change.

##### 2.6.4 Other Government-Mandated Surcharges

In some jurisdictions, other mandated surcharges may apply as a matter of law, and such surcharges will be billed to and payable by customers in such jurisdictions.

#### 2.7 FEDERAL SURCHARGES

- 2.7.1 The Company will apply all surcharges authorized by the Federal Communications Commission, either as flat rate surcharges or surcharges based on revenues, in the amounts authorized by the FCC or its designee. Such surcharges shall include, but not be limited to:

- 2.7.1.1 Number Portability Surcharge, a non-recurring charge per number desired to be ported out, payable upon receipt by the Company of the request to port a number to another carrier; see “RGTS – Other Charges” for the current amount of this Surcharge.
- 2.7.1.2 FCC Subscriber Line Surcharge (also referred to as End User Common Line [EUCL] Charge), a monthly charge per network access line; see “RGTS – Other Charges” for the current amount of this Surcharge.
- 2.7.1.3 Federal Universal Service Fund Surcharge, a surcharge on each customer’s interstate and international revenues equivalent to the percentage assessment from time to time established and levied on the Company’s interstate and international revenues by the FCC.
- 2.7.1.4 Primary Interexchange Carrier Charge, which is a monthly assessment (PICC) on each customer’s interexchange carrier for each network access line presubscribed by the Company to such interexchange carrier. The level of this Charge is equivalent to the per-line PICC assessed by Verizon New York on Primary Interexchange Carriers to which Verizon’s business customers are presubscribed. If a customer does not presubscribe its network access lines to a primary interexchange carrier, the PICC will be assessed on such customer for each non-presubscribed line.

2.7.2 Surcharges Subject to Tax

The gross revenue, gross earnings, gross income, state excise tax surcharges, and the Federal surcharges specified herein are themselves subject to relevant surcharges, and are therefore “grossed up” or subject to gross revenue and excise tax surcharges. All grossed-up surcharges collected are themselves subject to applicable state and federal taxes, including but not limited to state and local sales taxes and federal excise taxes.

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

If any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, service will not be restored until all past-due amounts are paid (or as may otherwise be agreed between the customer and the Company), and the customer will be required to pay the Company a restoral or re-connection charge prior to reconnection. Additional charges may be due, such as a premises visit charge, if required to effect reconnection.

- A. Termination will not be made until at least 10 business days after written notification has been mailed to the billing address of the customer.
- B. Suspension will not be made until at least 8 days after written notification has been mailed to the customer, and 10 business days before termination. A joint notice of Suspension and Termination may be sent by the Company to the customer, and only one such notice shall be required.  
Telephone service shall only be suspended during the hours between 8:00 A.M. and 4:00 P.M., Monday through Friday. It will not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30<sup>th</sup> through January 1st.

2.8.2 Exceptions to Suspension and Termination

Service will not be suspended or terminated for:

- a. Nonpayment for services for which a bill has not been rendered;
- b. Nonpayment for services which have not been rendered; or
- c. Nonpayment of any billed charge which is in good faith dispute or for the nonpayment of a deposit which is in good faith dispute during the period before a determination of the dispute is made by the Company in accordance with Company’s complaint handling procedures.

Service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

2.8.3 Verification of Nonpayment

Service will not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice,

and

- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

#### 2.8.4 Termination For Cause Other Than Nonpayment

##### a. General

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

1. if the customer is in default, beyond any applicable grace periods, under the terms of any other contractual agreement with the Company (or any affiliate or subsidiary thereof), or
2. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
3. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
4. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
5. if service is connected for a customer where the customer or an affiliate is indebted to the Company for service or facilities previously furnished to the customer or affiliate, such service to the Customer may be terminated by the Company unless the customer satisfies the indebtedness within 10 days after written notification.

##### b. Prohibited, Unlawful or Improper Use of the Facilities or Service

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

1. The use of facilities or service of the Company without payment therefor;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. The use of the service in violation of the Company's Authorized Use Policy, as in effect from time to time; and
7. Permitting or allowing fraudulent use (knowingly or not).

##### c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate service, but without, in any case, affecting such customer's contractual liability to the Company.
2. If service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location, then reconnection charges will apply when service is restored.

##### d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer

may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.5 Emergency Termination of Service

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

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.9.1 Application of Rates

a. Business rates apply to service furnished:

1. In office buildings, stores, factories and all other places of a business nature;
2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
3. At any location when the listing or public advertising indicates a business or a profession;
4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
5. At any location where the customer shares service or where a directory listing indicates a business premises; and
6. At any location where the customer uses Company supplied equipment or software to make and receive telephone calls under a contractual business relationship with the Company (such use could include, without limitation, the use of "remote office phones" or "soft phones" or other similar VoIP-enabled devices that allow physical portability of equipment that receives or transmits voice services).

b. Public Access Line service is classified as business service regardless of the location.

c. The use of business facilities and service is restricted to the customer, and employees, customers, agents, and representatives of the customer, and joint users.

d. The Company does not provide residential service.

2.9.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a customized number where facilities permit for an additional charge.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.9.3 Deposits

Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment of any bill within a 12 month period, in which case the Company will continue to retain the deposit, or may require an additional deposit, until the delinquency is satisfied, and for a period of one year thereafter. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.9.4 Dishonored Checks

If a customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

2.9.5 Limitation on Billing Period

The Company shall be entitled to bill and collect for any previously unbilled or incorrectly billed service, equipment, or facilities for a period of six years from the provision of such service, equipment, or facilities.

## 2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of these General Terms and Conditions by the customer, or the operation or malfunction of the facilities, power, or equipment provided by the customer, will be credited to the customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under these General Terms and Conditions.

### 2.10.1 Credit for Interruptions

- a. An interruption period begins when the customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the Company, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
  - i. if interruption continues for less than 24 hours:
    - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
    - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
  - ii. if interruption continues for more than 24 hours:
    - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

### 2.10.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a) interruptions due to the negligence of, or non-compliance with the provisions of these General Terms and Conditions and the customer's contractual obligations with the Company, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b) interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer-provided electric power and customer-provided access to circuits and/or the internet, as applicable;
- c) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d) interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- e) interruptions of service due to circumstances or causes beyond the control of the Company.

## 2.11 COSTS OF COLLECTION

In the event the Company is required to initiate legal proceedings to enforce any provision of these General Terms and Conditions, any contractual agreements with a customer, or applicable law; to repossess any regulated or non-regulated facilities or equipment; to collect any amounts due for regulated or unregulated services, equipment, or facilities; or to enforce any judgment or order obtained against the customer, the customer shall, in addition to all amounts due to the Company, be liable for all reasonable costs incurred in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs.

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## 3.1 SPECIAL CONSTRUCTION

### 3.1.1 Basis for Charges

When the Company furnishes a facility or service for which a rate or charge is not specified in the customer's contractual documents with the Company or in any applicable Company tariffs, the charges will be based on the costs incurred by the Company (including return) and may include, without limitation:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

### 3.1.2 Basis for Cost Computation

The costs referred to above may include one or more of the following items to the extent they are applicable:

- I. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs may include, without limitation:
  - a) equipment and materials provided or used;
  - b) engineering, labor, and supervision;
  - c) transportation; and
  - d) rights of way and/or any required easements.
- II. Cost of maintenance.
- III. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- IV. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- V. License preparation, processing, and related fees.
- VI. Tariff preparation, if applicable, processing and related fees.
- VII. Any other identifiable costs related to the facilities provided; and
- VIII. An amount for return and contingencies.

### 3.1.3 Termination Liability for Special Construction

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

3.1.3.1 The period on which the termination liability is based is the estimated service life of the facilities provided.

3.1.3.2 The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - a) equipment and materials provided or used;
  - b) engineering, labor, and supervision;
  - c) transportation; and
  - d) rights of way and/or any required easements;
2. license preparation, processing, and related fees;
3. tariff preparation, if applicable, processing and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

3.1.3.3 The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth above, by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount so determined will be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount will also be adjusted to reflect applicable taxes.

## 3.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At a customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In

such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply, including, without limitation, any Company standard overtime and/or holiday hour rates for labor.

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4.1 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates, terms, and conditions for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from standard or tariffed arrangements. Rates, terms, and conditions quoted in response to such requests may vary from other Company offerings, whether tariffed or not. ICB rates will be offered to customers in writing and will be made available to similarly situated customers upon request. The terms, including pricing, of any ICB arrangements with a customer will be reflected in contractual documentation between the Company and the customer.

4.2 SPECIAL CUSTOMER ARRANGEMENTS

In cases where a customer requests special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, equipment, or services available from other providers, and/or other services not offered by the Company, the Company, at its option, may provide the requested services either directly or by obtaining them from other providers and reselling them to the Customer. Appropriate recurring and/or non-recurring charges will be developed accordingly on an ICB basis.

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5.1 EFFECTIVE DATE

These General Rules and Regulations – FCC Tariff are effective as of November 1, 2009.